

Contract Routing Form

printed on: 04/19/2013

ROUTING: Routine

Contract between: R.G. Huston Company, Inc.  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: East Dayton Street and North Brearly Street Assessment Distr  
 ict - 2013

Contract No.: 6992  
 Enactment No.: RES-13-00280  
 Dollar Amount: 1,911,377.24

File No.: 29600  
 Enactment Date: 04/16/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-22-13	4-22-13
Director of Civil Rights	4-22-13	4-23-13
Risk Manager		4/24/13
Finance Director	4-24-13	4-24-13
City Attorney	602 4-24-13	4-25-13
Mayor	4-25-13	4-25-13

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

PO# 81536942

Original + 2 Copies

04/19/2013 09:12:47 enamb - Jim Wolfe 266-4099

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: see above  
 AA Plan: Pending Review / Approved  
 Amendment / Addendum # \_\_\_\_\_  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / PW / Goal / Loan / Agrmt

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**File #:** 29600    **Version:** 1    **Name:** Awarding Public Works Contract No. 6992, East Dayton Street and North Brearly Street Assessment District-2013  
**Type:** Resolution    **Status:** Passed  
**File created:** 3/26/2013    **In control:** BOARD OF PUBLIC WORKS  
**On agenda:** 4/16/2013    **Final action:** 4/16/2013  
**Enactment date:** 4/17/2013    **Enactment #:** RES-13-00280  
**Title:** Awarding Public Works Contract No. 6992, East Dayton Street and North Brearly Street Assessment District-2013  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Attachments:** Contract 6992.pdf

[History \(3\)](#)   
 [Text](#)

3 records			Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch	
4/16/2013	1	<u>COMMON COUNCIL</u>			Not available	Not available	
4/3/2013	1	<u>BOARD OF PUBLIC WORKS</u>			Not available	Not available	
3/26/2013	1	<u>Engineering Division</u>	Refer		<a href="#">Action details</a>	Not available	

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 6992

EAST DAYTON STREET & NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013

R.G. HUSTON COMPANY, INC.

\$1,911,377.24

Acct. No. CS53-58250-810355-00-53W1356	\$700,579.80
Contingency 8%±	56,046.00
Plan & Prep 15%±	<u>105,084.20</u>
Subtotal	\$861,710.00
Acct. No. CS53-58270-810355-00-53W1356	\$113,965.00
Contingency 8%±	9,117.00
Plan & Prep 15%±	<u>17,098.00</u>
Subtotal	\$140,180.00
Acct. No. ESTM-58270-810381-00-53W1356	\$28,353.95
Contingency 8%±	<u>2,266.05</u>
Subtotal	\$30,620.00
Acct. No. ESTM-58270-810551-00-53W1356	\$13,380.00
Contingency 8%±	<u>1,070.00</u>
Subtotal	\$14,450.00
Acct. No. ES01-58275-810332-00-53W1356	\$557,939.29
Contingency 8%±	<u>44,630.71</u>
Subtotal	\$602,570.00
Acct. No. EW01-58273-810455-00-53W1356	\$431,409.20
Contingency 8%±	<u>34,510.80</u>
Subtotal	\$465,920.00
Acct. No. CS53-58545-810355-00-53W1356	\$65,750.00
Contingency 8%±	5,260.00
Plan & Prep 15%±	<u>9,860.00</u>
Subtotal	\$80,870.00
GRAND TOTAL	<u>\$2,196,320.00</u>

**Wisconsin Office of the Commissioner of Insurance  
Licensed Producer Search\***

Friday, April 19, 2013

BARTON, DENNIS M  
NEW BERLIN WI

Year of Birth: 1938  
Status: Active  
License Number: 125401  
NPN\*\*: 283633  
Effective Date: 01-01-1982  
Expiration Date: 12-31-2014  
License Type: Resident Intermediary Indv  
CE Compliance: 12-31-2014

**Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	01-01-1982	Active
Fidelity	Resident	01-01-1982	Active
Property	Resident	01-01-1982	Active

**Adjudicated Administrative Actions**

<b>Legal File:</b> 72-C7044	<b>Adjudicated Date:</b> 06-14-1972
Actions: Forfeiture: \$500	
Allegations: payment as counselor and agent	
Note: If this administrative action was settled with a stipulation, the Respondent denied the allegations but both parties agreed to the action taken except as noted in the stipulation. See the actual stipulation or order by viewing it at: <a href="https://ociaccess.oci.wi.gov/OrderInfo/OrdInfo.oci">https://ociaccess.oci.wi.gov/OrderInfo/OrdInfo.oci</a>	

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Inactive	05-10-2005	10-14-2011	Canceled
	PROP/Inactive	05-10-2005	10-14-2011	Canceled
American Casualty Company of Reading, Pennsylvania	CAS/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
American Insurance Company, The	CAS/Active	06-08-1987		
	PROP/Active	06-08-1987		
Amwest Surety Insurance Company	CAS/Inactive	10-11-1994	10-25-1996	Inadequate Production
Automobile Insurance Company	CAS/Inactive	06-15-1993	12-05-2009	Canceled
	PROP/Inactive	06-15-1993	12-05-2009	Canceled

of Hartford, Connecticut, The				
Berkley Regional Insurance Company	CAS/Active	03-05-2008		
	PROP/Active	03-05-2008		
Capitol Indemnity Corporation	CAS/Active	08-29-1994		
	PROP/Active	08-29-1994		
Carolina Casualty Insurance Company	CAS/Active	11-13-1996		
	PROP/Active	11-13-1996		
Charter Oak Fire Insurance Company, The	CAS/Active	01-13-2006		
	PROP/Active	01-13-2006		
Continental Casualty Company	CAS/Active	08-27-1993		
	PROP/Active	08-27-1993		
Economy Fire & Casualty Company	CAS/Inactive	12-09-1998	11-03-2003	Inadequate Production
	PROP/Inactive	12-09-1998	11-03-2003	Inadequate Production
Farmington Casualty Company	CAS/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Fidelity and Deposit Company of Maryland	CAS/Active	09-01-2004		
	PROP/Active	09-01-2004		
Fidelity and Guaranty Insurance Company	CAS/Inactive	03-02-1992	12-05-2009	Canceled
	PROP/Inactive	03-02-1992	12-05-2009	Canceled
Guarantee Company of North America USA, The	CAS/Active	09-09-2010		
Gulf Insurance Company	CAS/Inactive	09-14-1993	06-30-2005	Inadequate Production
	PROP/Inactive	09-14-1993	06-30-2005	Inadequate Production
Hanover Insurance Company, The	CAS/Active	10-12-2004		
	PROP/Active	10-12-2004		
Liberty Mutual Fire Insurance Company	CAS/Active	05-20-2009		
Liberty Mutual Insurance Company	CAS/Active	05-20-2009		
LM Insurance Corporation	CAS/Active	05-20-2009		
Massachusetts Bay Insurance Company	CAS/Active	10-12-2004		
	PROP/Active	10-12-2004		

National Fire Insurance Company of Hartford	CAS/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
Old Republic Insurance Company	CAS/Active	12-18-1990		
	PROP/Active	12-18-1990		
Old Republic Surety Company	CAS/Active	12-18-1990		
	PROP/Active	12-18-1990		
Phoenix Insurance Company, The	CAS/Active	01-13-2006		
	PROP/Active	01-13-2006		
Seaboard Surety Company	CAS/Inactive	12-09-1998	02-17-2009	Canceled
	PROP/Inactive	12-09-1998	02-17-2009	Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active	12-09-1998		
	PROP/Active	12-09-1998		
St. Paul Guardian Insurance Company	CAS/Inactive	12-09-1998	12-05-2009	Canceled
	PROP/Inactive	12-09-1998	12-05-2009	Canceled
St. Paul Mercury Insurance Company	CAS/Inactive	12-09-1998	12-05-2009	Canceled
	PROP/Inactive	12-09-1998	12-05-2009	Canceled
Standard Fire Insurance Company, The	CAS/Inactive	06-15-1993	12-05-2009	Canceled
	PROP/Inactive	06-15-1993	12-05-2009	Canceled
Transcontinental Insurance Company	CAS/Inactive	08-27-1993	12-11-2002	Inadequate Production
	PROP/Inactive	08-27-1993	12-11-2002	Inadequate Production
Transportation Insurance Company	CAS/Inactive	08-27-1993	12-06-2002	Inadequate Production
	PROP/Inactive	08-27-1993	12-06-2002	Inadequate Production
Travelers Casualty and Surety Company	CAS/Active	06-15-1993		
	PROP/Active	06-15-1993		
Travelers Casualty and Surety Company of America	CAS/Active	06-15-1993		
	PROP/Active	06-15-1993		
Travelers Casualty Company of Connecticut	CAS/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company of America	CAS/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
Travelers	CAS/Inactive	06-15-1993	11-22-2000	Vol. Surrender per

Commercial Insurance Company	PROP/Inactive	06-15-1993	11-22-2000	Agent Rqst Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active PROP/Active	12-11-2007 12-11-2007		
Travelers Indemnity Company of America, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company of Connecticut, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Property Casualty Company of America	CAS/Active PROP/Active	01-13-2006 01-13-2006		
United Fire & Casualty Company	CAS/Active PROP/Active	11-01-1996 11-01-1996		
United States Fidelity and Guaranty Company	CAS/Inactive PROP/Inactive	03-17-1986 03-17-1986	12-05-2009 12-05-2009	Canceled Canceled
USF&G Insurance Company of Wisconsin	CAS/Inactive PROP/Inactive	05-24-1995 05-24-1995	01-01-2001 01-01-2001	Company Merger Company Merger
Valley Forge Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	07-11-2003 07-11-2003	Inadequate Production Inadequate Production
West Bend Mutual Insurance Company	CAS/Inactive PROP/Inactive	01-12-2001 01-12-2001	12-27-2011 12-27-2011	Canceled Canceled
Western Surety Company	CAS/Active CAS/Inactive	10-28-2010 03-19-2002	09-21-2010	Vol. Surrender per Agent Rqst
XL Specialty Insurance Company	CAS/Inactive PROP/Inactive	01-05-1993 01-05-1993	11-03-2006 11-03-2006	Vol. Surrender per Agent Rqst Vol. Surrender per Agent Rqst

\* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

\*\* NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

FILE  
\$1,911,377.24

BID OF R.G. HUSTON COMPANY, INC.

**2013**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013**

**CONTRACT NO. 6992**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

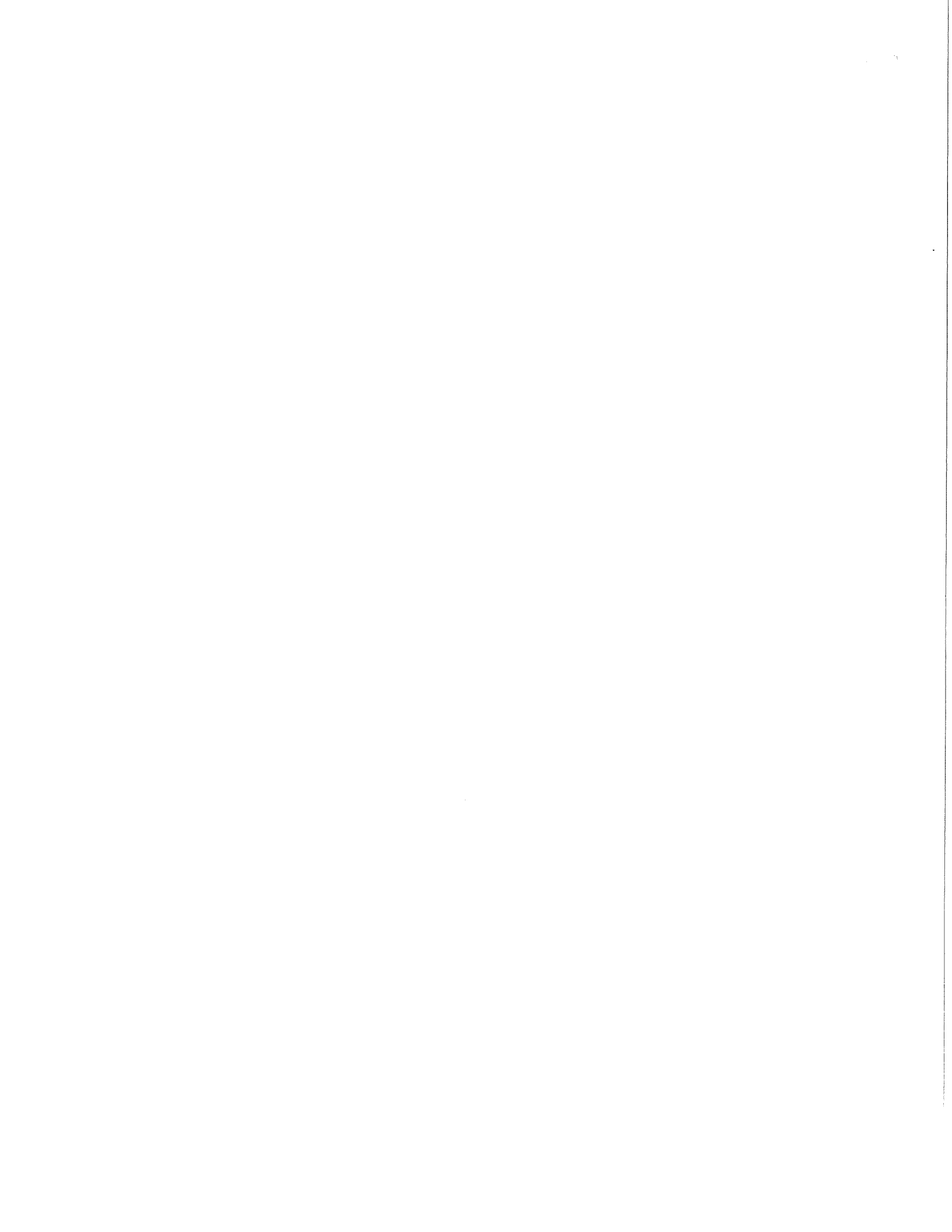
AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 16, 2013

**PLEASE RETURN PLANS AND SPECIFICATIONS TO:**

**CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713**

[www.cityofmadison.com/business/pw](http://www.cityofmadison.com/business/pw)





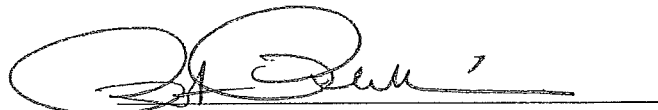
EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992

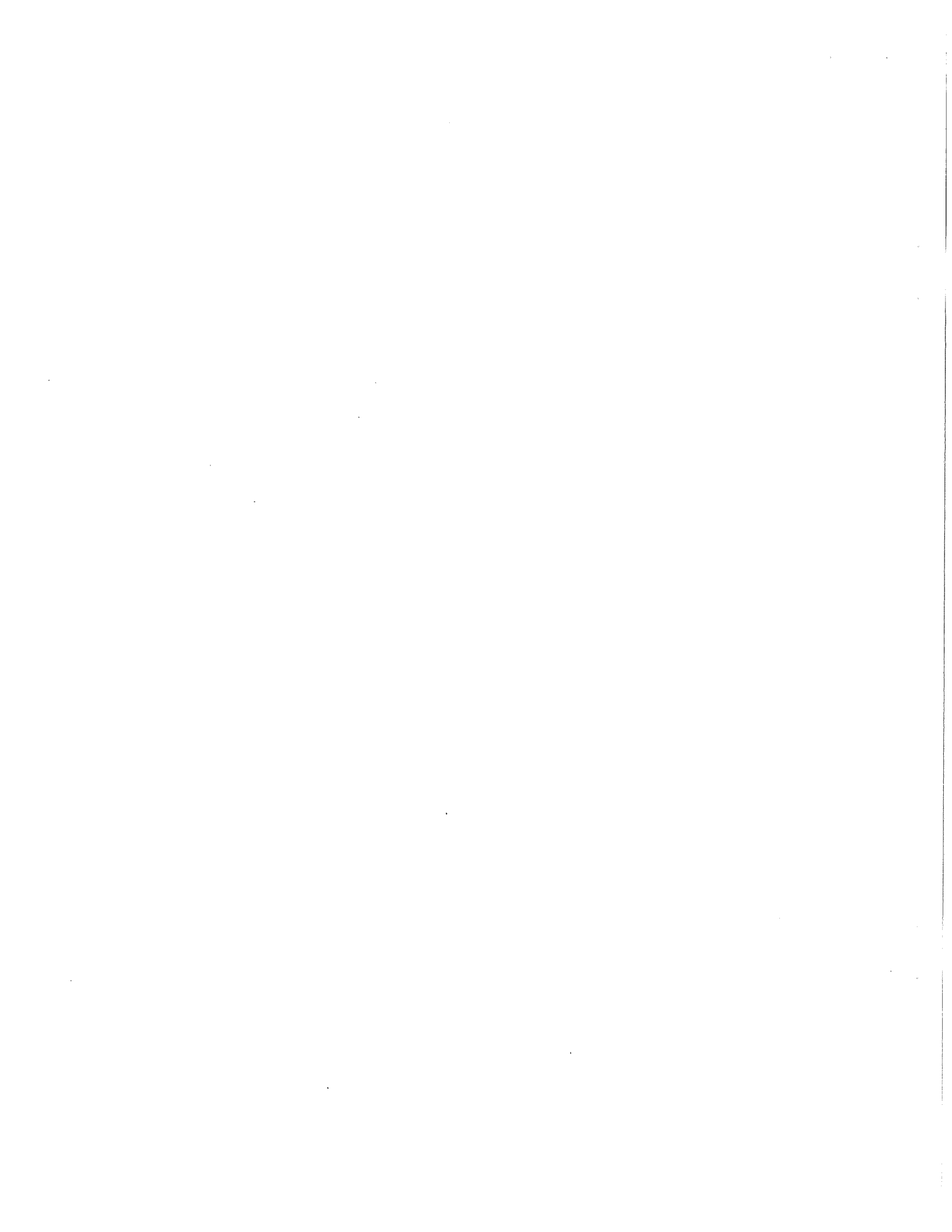
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This Proposal, and Agreement have  
been prepared by:

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

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



## SECTION A: ADVERTISEMENT FOR BIDS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

<b>CONTRACT NO.</b>	<b>PROJECT NAME:</b>
6992	EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-2013
<b>SBE GOAL</b>	14%

Plans and Specifications are available at 1600 Emil Street, Madison, WI 53713; 608-267-1197 or on our website at [www.cityofmadison.com/business/pw/contracts/openforBid.cfm](http://www.cityofmadison.com/business/pw/contracts/openforBid.cfm).

#### PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2013 to January 31, 2014 must submit their application on or before 1:00 p.m., MARCH 22, 2013, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm).

#### PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements on MARCH 15, 2013 at 1:00 PM at 1600 Emil Street, Madison Wisconsin.

#### OTHER REQUIREMENTS

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

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

Deadline for the Submittal of Bid is MARCH 22, 2013 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on MARCH 29, 2013 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

#### REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON, WISCONSIN

##### A BEST VALUE CONTRACTING MUNICIPALITY

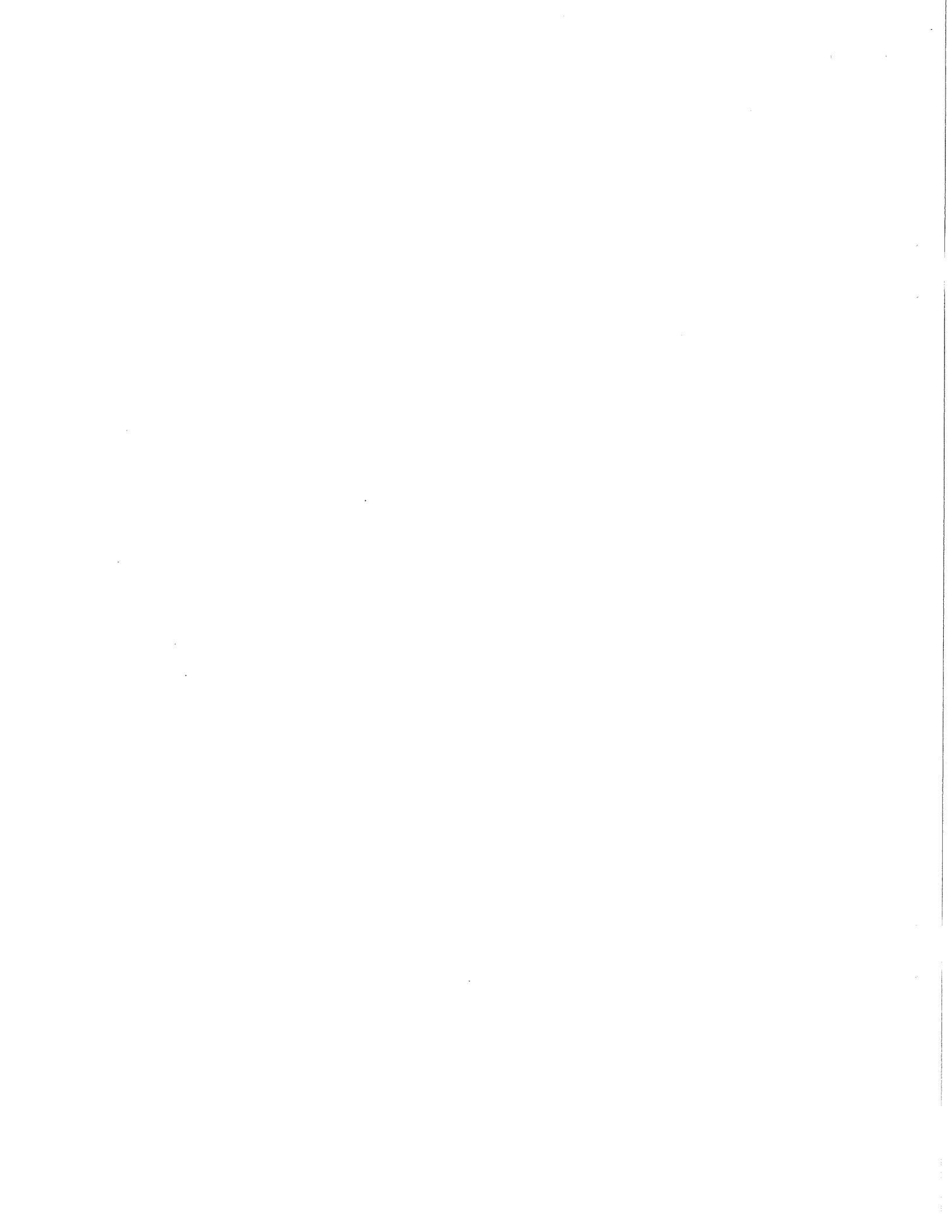
Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751.

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

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

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed on our website. Forms are available on the web at <http://www.cityofmadison.com/business/pw/forms.cfm> or by contacting City Engineering at 608-266-4620

Publ. WSJ 3/8/13 & 3/15/13



## SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2013 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website at [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm) or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102 "**BIDDING REQUIREMENTS AND CONDITIONS**" and Article 103 "**AWARD AND EXECUTION OF THE CONTRACT.**" For the convenience of the bidder, below are highlights of three subsections of the specifications.

### Section 102.1: Pre-Qualification of Bidders

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the Madison General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms. The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

### Section 102.4: Proposals

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of

which such corporation was chartered. The required signatures shall in all cases appear in the space provided therefore on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

**The Bidder shall execute form ERD-7777 (R.9/03), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.**

Section 102.5: Bid Deposit (Proposal Guaranty)

No proposal shall be considered unless either (i) it is accompanied by a bid deposit of the character and amount described in the Advertisement for Bids or (ii) a biennial bid bond in an amount and form acceptable to the City of Madison has been previously submitted.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

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

Building Demolition

- |   |  |
|---|--|
| 101 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover      |  |

Street, Utility and Site Construction

- |   |   |
|---|---|
| 201 <input type="checkbox"/> Asphalt Paving   | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units               |
| 205 <input type="checkbox"/> Blasting   | 270 <input type="checkbox"/> Retaining Walls, Reinforced concrete                 |
| 210 <input type="checkbox"/> Boring/Pipe Jacking  | 275 <input checked="" type="checkbox"/> Sanitary, Storm Sewer & Water Main Const. |
| 215 <input type="checkbox"/> Concrete Paving  | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp.       |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work                | 285 <input type="checkbox"/> Sewer Lining   |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work                         | 290 <input type="checkbox"/> Sewer Pipe Bursting                                  |
| 225 <input type="checkbox"/> Dredging   | 295 <input type="checkbox"/> Soil Borings   |
| 230 <input type="checkbox"/> Fencing  | 300 <input type="checkbox"/> Soil Nailing   |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation                         | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc.         |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk                             | 310 <input checked="" type="checkbox"/> Street Construction                       |
| 240 <input type="checkbox"/> Grading and Earthwork  | 315 <input type="checkbox"/> Street Lighting                                      |
| 242 <input type="checkbox"/> Infrared Seamless Patching                                     | 318 <input type="checkbox"/> Tennis Court Resurfacing                             |
| 245 <input type="checkbox"/> Landscaping, Maintenance                                       | 330 <input type="checkbox"/> Traffic Control During Construction                  |
| 250 <input type="checkbox"/> Landscaping, Site and Street                                   | 320 <input type="checkbox"/> Traffic Signals                                      |
| 251 <input type="checkbox"/> Parking Ramp Maintenance                                       | 325 <input type="checkbox"/> Traffic Signing & Marking                            |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing                         | 332 <input type="checkbox"/> Tree Pruning/Removal                                 |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 333 <input type="checkbox"/> Tree, Pesticide Treatment of                         |
|   | 335 <input type="checkbox"/> Trucking   |
|   | 399 <input type="checkbox"/> Other _____  |

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- |  |   |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 435 <input type="checkbox"/> Masonry  |
| 402 <input type="checkbox"/> Building Automation Systems   | 437 <input type="checkbox"/> Metals   |
| 403 <input type="checkbox"/> Concrete  | 440 <input type="checkbox"/> Painting and Wallcovering                              |
| 404 <input type="checkbox"/> Doors and Windows   | 445 <input type="checkbox"/> Plumbing   |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications                             | 450 <input type="checkbox"/> Pump Repair  |
| 410 <input type="checkbox"/> Elevator - Lifts  | 455 <input type="checkbox"/> Pump Systems   |
| 412 <input type="checkbox"/> Fire Suppression  | 460 <input type="checkbox"/> Roofing and Moisture Protection                        |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments                             | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems                   |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000               | 465 <input type="checkbox"/> Soil/Groundwater Remediation                           |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000                   | 466 <input type="checkbox"/> Warning Sirens   |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000                           | 470 <input type="checkbox"/> Water Supply Elevated Tanks                            |
| 428 <input type="checkbox"/> Glass and/or Glazing  | 475 <input type="checkbox"/> Water Supply Wells                                     |
| 429 <input type="checkbox"/> Hazardous Material Removal  | 480 <input type="checkbox"/> Wood, Plastics & Composites-Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC)                          | 499 <input type="checkbox"/> Other _____  |
| 433 <input type="checkbox"/> Insulation - Thermal  |   |



### State of Wisconsin Certifications

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

## SECTION C: SBE

### Instructions to Bidders City of Madison SBE Program Information

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## **2.3 Certification of SBE by City of Madison**

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

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

## **2.4 Small Business Enterprise Compliance Report**

### **2.4.1 Good Faith Efforts**

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.

- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder in a separate sealed envelope marked: "ENVELOPE 2 - SBE COMPLIANCE REPORT." This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

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

- 2.4.2.1.1 **Cover Page**, Page C-7; and
- 2.4.2.1.2 **Summary Sheet**, C-8.

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

- 2.4.2.2.1 **Cover Page**, Page C-7;
- 2.4.2.2.2 **Summary Sheet**, C-8; and
- 2.4.2.2.3 **SBE Contact Report**, C-9 and C-10. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the City Engineer and received within 72 hours of City of Madison's notice. Postmark not applicable.

## **2.6 SBE Requirements After Award of the Contract**

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

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

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

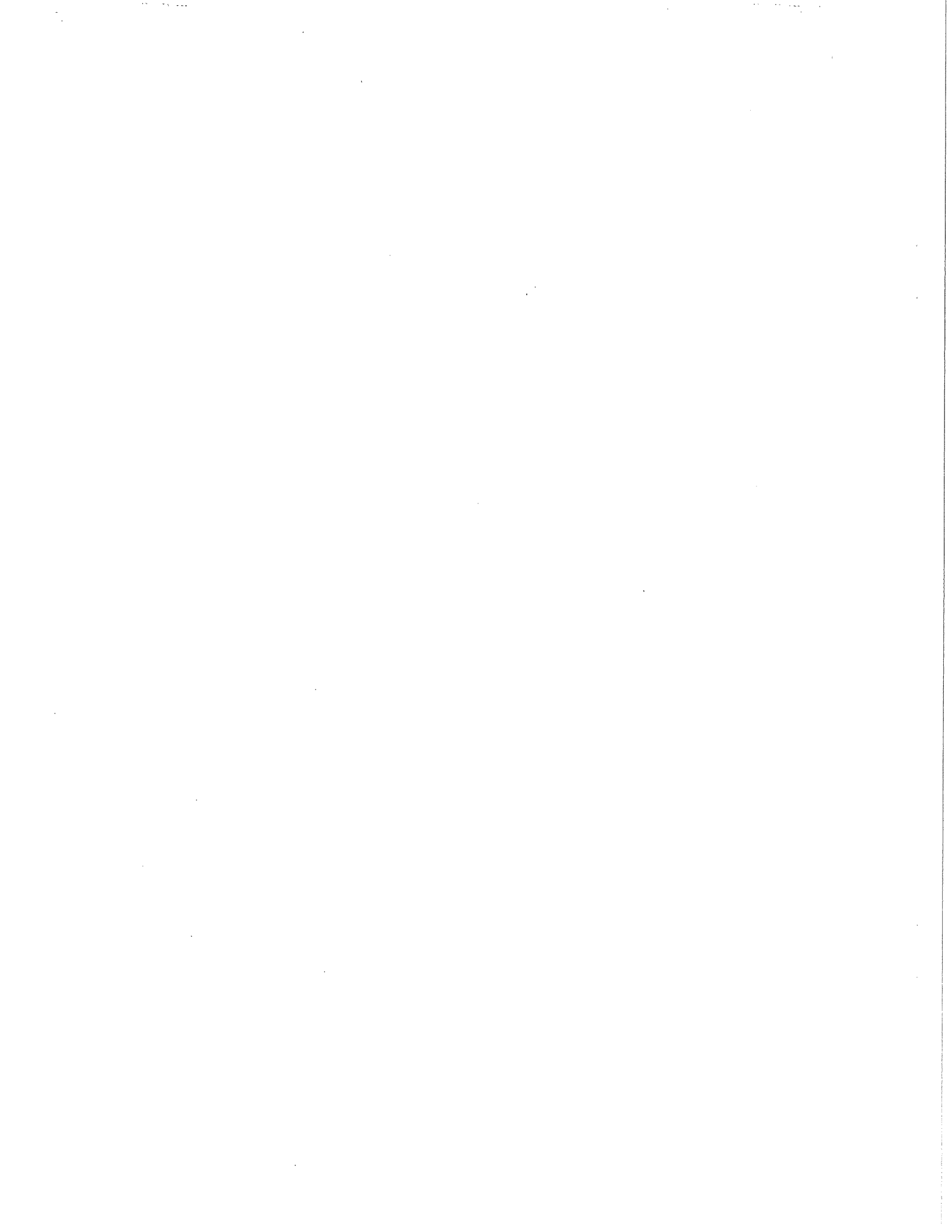
## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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



EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992

Small Business Enterprise Compliance Report  
Cover Sheet

This information MUST be submitted in a separate sealed envelope marked  
"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT."

Prime Bidder Information:

Company: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Prime Bidder Certification:

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

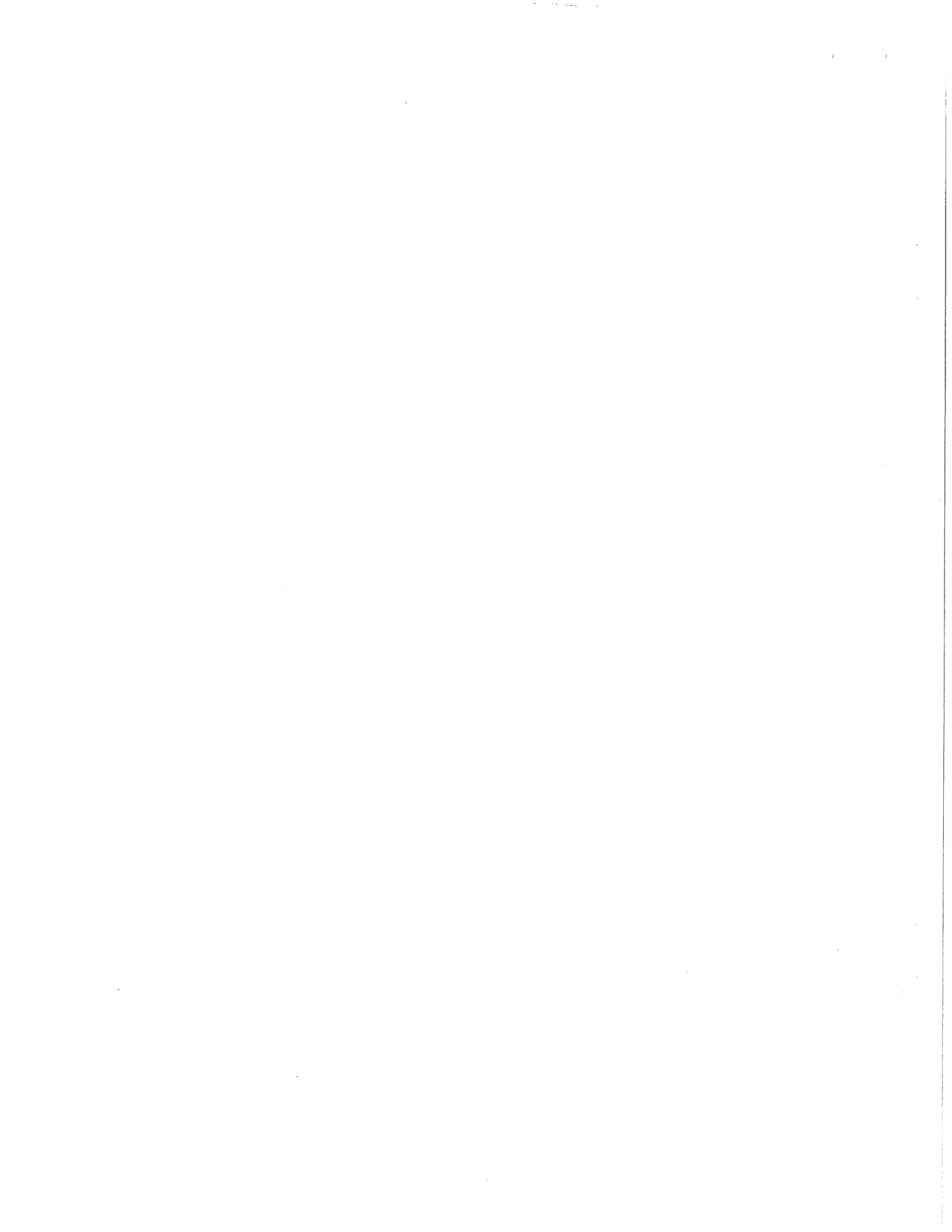
contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date





EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992

**Small Business Enterprise Compliance Report**

**Summary Sheet**

This information **MUST** be submitted in a separate sealed envelope marked  
"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT."

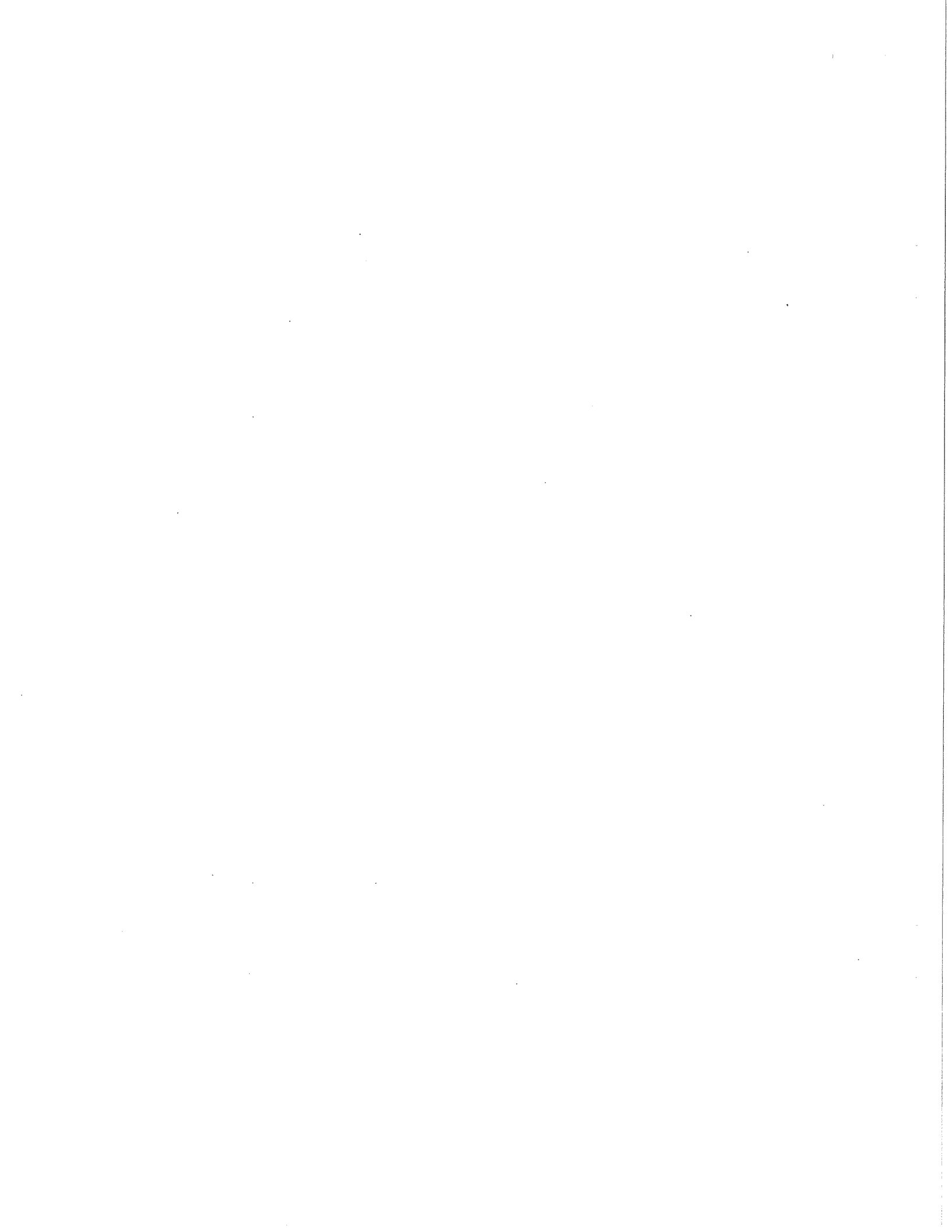
**SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS**

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
<b>Subtotal SBE who are not suppliers:</b>		_____ %

**SBE SUBCONTRACTORS WHO ARE SUPPLIERS**

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____ % (discounted to 60%)

**Total Percentage of SBE Utilization:** \_\_\_\_\_ %.



EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992

Small Business Enterprise Compliance Report  
SBE Contact Report

This information MUST be submitted in a separate sealed envelope marked  
"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT."

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information:

Company: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes  No

3. Did this SBE submit a bid?  Yes  No

4. Is the General Contractor pre-qualified to self-perform this category of work?

Yes  No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

- The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

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- The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

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- The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

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- A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

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- Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT- 2013 CONTRACT NO. 6992

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

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

#### SECTION 102.10: MINIMUM RATE OF WAGE SCALE

For this project, payment of prevailing wages (white sheet) is not required if either: a single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$48,000; or no single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$100,000. For bids not meeting either of these conditions, prevailing wages shall be required.

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

- Building and Heavy Construction
- Sewer, Water, and Tunnel Construction
- Local Street and Miscellaneous Paving Operations
- Residential and Agricultural Construction

All bidders are notified that all labor employed on City contracts must be paid in accordance with the minimum rate of wage scale included in the Contract Documents.

For the information of the employees working on the project, a copy of the wage scale included in the contract documents and the provisions of Section 66.0903(8) of the Wisconsin Statutes shall be kept posted by the employer and in at least one conspicuous and easily accessible place at the site of the project.

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison "Minimum Rate of Wage Scale" and that each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to such

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

The Contractor shall agree that the normal rate of wage paid to the Contractor's employees on other projects shall not be reduced or otherwise diminished as a result of the requirement to pay no less than the minimum rate of wage scale on a City project. Mulcting of employees on City projects by contractors, such as by kickbacks or other such devices, is prohibited.

These contract provisions shall apply to all work performed on the contract by the Contractor with its own organization and with assistance of laborers under its immediate superintendency and to all work performed by piecework or by subcontract. No laborer, worker, or mechanic shall be employed directly upon the site of the work except on a wage basis, but this shall not be construed to prohibit the rental of equipment from individuals.

In the event of a refusal by the Contractor to submit payroll records as required by the contract, the City of Madison shall have the option to cancel this contract and request the Surety to perform or to relet the balance of the work for bids, and in that event, to charge the Contractor for any loss which the City may incur thereby.

#### **SECTION 102.12: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$53,000 for a single trade contract; or equal to or greater than \$257,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104 SCOPE OF WORK**

The work under this contract shall include, but is not limited to, installation of water main, sanitary sewer, storm sewer, curb and gutter, base preparation, asphalt pavement, driveway aprons, sidewalk, street lighting, and pavement markings.

The project limits for the work are on East Dayton Street from N. Livingston St. to N. Few St. and on N. Brearly St. from E. Washington Ave. to E. Johnson St. The project is approximately 2,660 ft. in length on E. Dayton St. and approximately 980 ft. in length on N. Brearly St.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

#### **SECTION 105.1: AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

#### **SECTION 105.12     COOPERATION BY THE CONTRACTOR**

It is anticipated that the Contractor will need to use multiple crews and be working simultaneously in different areas within the project limits and may also need to work weekends in order to meet the schedule required by this contract. It is also anticipated that multiple mobilizations will be necessary for street finishing and terrace restoration work.

The City of Madison is aware of other projects taking place in the vicinity of the E. Dayton St. and N. Brearly St. project. Work will also be taking place on N. Livingston St. between E. Washington Ave. and E. Johnson St. under City project no. 53W1462, contract no. 6994. The Contractor shall coordinate access issues and traffic control as necessary with the Contractor on the N. Livingston St. project.

Work is also taking place on E. Washington Ave. around the intersection with N. Livingston St. under City project no. 53W1409, contract no. 6906. The Contractor shall coordinate traffic control and phasing on E. Washington Ave. with the E. Washington Ave. project as necessary.

As indicated on the plans, a new driveway is to be installed off of E. Dayton St. up to the existing well house located on the Water Utility property at 101 N. Livingston St. The Water Utility will perform the necessary excavation and base preparation work for the new driveway, and the HMA pavement for the driveway will be installed under this contract. The Contractor shall coordinate the driveway work with the Water Utility. Contact Dan Rodefled at 261-9970 to schedule this work.

Utility work and conflicts are expected with this project. The Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise.

MG&E Gas Replacement - contact Steve Beversdorf (608) 252-1552. MG&E will be installing a 12 inch steel gas main on East Dayton Street in conjunction with City utility replacement. The approximate location of this gas main is shown on the plans. Installation of the new gas main will be on the entire length of the East Dayton Street project (N. Livingston St. to N. Few St.). MG&E will perform the work a block at a time. The Contractor shall install all underground City utilities prior to MG&E performing their work on a particular block, and the Contractor shall also remove all remaining equipment and material from that block. MG&E anticipates that the gas main installation will take no longer than 4 weeks per block. The contractor shall coordinate and work closely with MG&E to complete all work within the contract time.



Conflicts with the existing MG&E electrical duct package are possible (MG&E Electrical contact – Mark Bohm, 608-252-4730). City of Madison Engineering crews will be performing ULOs on this duct package and in other locations prior to the start of this contract to determine if there are any conflicts with the electrical duct package and if those conflicts can be avoided. The Contractor shall assume that relocations of the duct package are required. The Contractor shall coordinate with MG&E to provide space and time for MG&E to perform the relocation work. If there are a limited number of conflicts and are in isolated areas, each duct package relocation of this type will take MG&E approximately 1 week to complete. If there are more frequent conflicts requiring relocation of the duct package to an entirely new corridor, it will take MG&E 4 to 6 weeks per block to complete the relocation to a new corridor. The City anticipates that most of the MG&E work on the duct package will be known prior to construction, and the Contractor shall coordinate with MG&E as necessary to complete that work within the contract time. Additional conflicts with the duct package or other utilities may arise during construction and the Contractor shall work with the City and the utility company to resolve all conflicts.

Lapham Elementary School is in session until June 13. The Contractor shall coordinate with the school to maintain safe access to the school. The Contractor shall also be aware that, while school is in session, there will be increased vehicle and pedestrian traffic in the mornings when school starts and in the afternoons when the school day is over. The school is working with the parents and the bus company to arrange for the main pick-up and drop-off areas to be on the Ingersoll St. side of the school and also in the parking lot off of Mifflin St. The Contractor shall not perform any work in the intersection of E. Dayton St. and N. Ingersoll St. until after June 13, and after June 13, the Contractor shall maintain access through the Ingersoll and Dayton intersection per Section 107.7 Maintenance of Traffic. The principal at Lapham Elementary is Tammy Thompson Kapp and her number is 608-204-4143.

There will also be a Safe Haven program at the school during the summer. The Safe Haven program starts on June 24 and continues until August 16, and the program runs each day from 7:45am until 5:30pm. The main pick-up and drop-off areas will continue to be on the Ingersoll St. side of the school and in the parking lot off of Mifflin St. The Contractor shall be aware of the potential for increased vehicle and pedestrian traffic around the start and end times of the Safe Haven program.

There are several rental properties within the limits of this project, so there could be a significant amount of people moving in the middle of August, namely August 13 to August 16. The Contractor may work on these days, but the Contractor shall coordinate work with all moving vehicles. During these days, there may be significant amount of refuse in the terrace areas that will be picked up by City Streets Division. The Contractor shall work with City Streets to allow for reasonable access and timeframes to remove the refuse from the area.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

#### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin

Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

E Dayton St and N Brearly St may be closed to through traffic within the project limits for the duration of the project, except as stated below. Local and emergency vehicle access to all properties shall be maintained at all times.

No work on E Dayton St shall start until the intersection of N Livingston St and E Mifflin St is open to traffic (work is being done under contract 6994 on N Livingston St, and the intersection is expected to be open by June 3, 2013).

No work shall encroach into or impact outbound traffic lanes on E Washington Ave during any time.

No work shall encroach into or impact inbound traffic lanes on E Washington Ave during morning peak hours (7:00 AM – 9:00 AM, weekdays) and on days with special events. A minimum of two traffic lanes shall be maintained during all other times.

Concrete pavement restoration work at the N Brearly St and E Washington Ave intersection shall be planned on a weekend with no special events. The dates shall be approved by Traffic Engineering Division (Yang Tao, 266-4815), one week prior to the planned concrete work.

No work shall encroach into or impact traffic lanes on Johnson St during peak traffic hours (7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM, weekdays) and on days with special events.

The intersection of E Dayton St and N Ingersoll St should be completely open through June 13, 2013 to accommodate Lapham School traffic. Access to Lapham School through the N Brearly St and E Mifflin St intersection shall be maintained at all times.

Traffic on the E. Dayton cross streets shall be maintained as much as possible. No closures of consecutive intersections (excluding Brearly St.) at the same time are allowed. Proper signage shall be used to provide advanced warning if a cross street is closed. Cross traffic may be reduced to a single lane when necessary for construction activities provided that flag persons are used in accordance with MUTCD.

There are several rental properties within the limits of this project. The Contractor shall be aware that there will be a significant amount of move out/in traffic during the middle of August, but especially August 14th and 15th. If the Contractor chooses to work these days, the Contractor shall maintain access for all moving vehicles, which will include access to driveways as well as street parking. Along with heavy move out/in traffic, there will likely be a significant amount of refuse on the terrace areas. The Contractor shall provide access for City Streets Division to remove the additional refuse. No additional compensation will be given for providing additional access during this time.

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

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times unless otherwise required.

Access to 807 E Johnson St (businesses) shall be provided at all times (driveway to back parking lot off of E Dayton St).

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contact Yang Tao, Traffic Engineering Division, 266-4815, with any questions concerning these traffic control specifications.

#### **SECTION 107.8      NOTIFICATION WHEN CLOSING STREET**

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

#### **SECTION 107.10      OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The City of Madison Traffic Engineer shall have seven (7) working days to complete the signing and marking so that the street is ready to open to traffic. The Contractor shall leave all barricades in place until such time that the permanent pavement marking and signing has been installed by the City. The City shall notify the Contractor when the final pavement marking and signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

#### **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall begin work on or before May 13, 2013. The date of completion for all work under this contract shall be SEPTEMBER 14, 2013.

All work on E. Dayton St. from N. Brearly St. to N. Ingersoll St. and all work on N. Brearly St. from E. Mifflin St. to E. Johnson St., including each intersection within these boundaries, shall be completed by AUGUST 31, 2013. Section 109.9 Liquidated Damages shall apply to this interim completion date.

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

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

**BID ITEM 20336 – PIPE PLUGS- SANITARY**

All work under this item shall comply with Article 203 of the Standard Specifications. Any plugs required to abandon the existing sanitary main where laterals are being extended shall be considered incidental to the BID ITEM 50353 – SANITARY SEWER LATERAL.

**BID ITEM 21001 – EROSION CONTROL PLAN & IMPLEMENTATION**

**BID ITEM 21011 – CONSTRUCTION ENTRANCE**

**BID ITEM 21012 – STREET CONSTRUCTION ENTRANCE BERM**

Contractor shall provide an erosion control plan per the Contractor's construction phasing. Locations of construction entrances and street construction entrance berms shall be at Contractor construction exits. It is expected entrance/exit pads will be removed and placed in different locations as construction progresses.

**ARTICLE 301            CONCRETE AND CONCRETE MATERIALS**

**HIGH EARLY STRENGTH CONCRETE**

This special provision describes the use of high early strength concrete in accordance with the requirements of the standard specifications and as hereinafter provided.

High early strength concrete (on curb, driveway & sidewalks) shall be used as necessary to meet the established contract schedule and maintain access to commercial drives within the project limits. Bid Item 40403, 10 Inch Concrete Pavement, shall be high early strength concrete. All use of high early strength concrete shall be incidental to the specific bid item.

All concrete used on City of Madison Public Works projects shall comply with the following subsections of Article 501, "Concrete" of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation, Division of Highways:

501.2 Materials

501.3 Construction

**BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS)**

There are several locations called out on the plans where Hand Formed Curb & Gutter is to be used. It is anticipated that some large trees will require Hand Formed Curb & Gutter to be installed. The Contractor shall verify with City Forestry and the Engineer any and all locations near trees where Hand Formed Curb & Gutter shall be installed as additional locations may require Hand Formed Curb & Gutter once the roots of the trees are inspected.

It is also anticipated that Hand Formed Curb & Gutter will be required in areas with shallow storm sewer. Once the storm sewer is installed, the limits of the Hand Formed Curb & Gutter shall be re-evaluated with the Engineer. The Contractor may elect to install machine placed curb & gutter in these locations; however, if the Contractor chooses to install machine placed curb & gutter over the shallow storm sewer, the Contractor will be responsible for any damage caused to the storm sewer pipe and/or structures, and

the Contractor will be required to replace any damaged storm sewer immediately, at no additional cost to the City.

## **ARTICLE 501      SEWER AND SEWER STRUCTURES GENERAL**

### **STORM SEWER GENERAL**

The Storm Sewer Designer of this project is Eric Dundee (266-4913), edundee@cityofmadison.com.

Storm sewer work will consist of the replacement and adjustment of various storm sewer and storm sewer structures within the project limits. The project will also include the removal of select storm sewer within the project limits. The existing and proposed storm sewer is shallow throughout the project limits. Care shall be taken during roadway construction not to damage new storm sewer and structures. Structures requirements shall follow specifications herein and also as detailed on the storm sewer plans and schedules.

Reconnection of existing pipes at new structures, or new pipes at new structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the contractor's responsibility and shall not be compensated.

If there are structures where the pipe walls are to be poured into the structure roof of both the pipe walls and the structure casting are to be poured in the structure roof, the contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

### **SANITARY SEWER GENERAL**

The Sanitary Sewer Designer for this project is Mark Moder, Phone: 261-9250, mmoder@cityofmadison.com.

This project consists of the installation of 3466' of 8" sewer main and 3103' of sewer lateral. Sanitary sewer pipe work shall include installing new PVC SDR 35 at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications

All new sanitary sewer access structures shall include the Neenah R-1550-0054 with the new City of Madison casting detail (see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction 2013 edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a

structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, 2013 edition. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals that are called abandonment are not active.

The majority of the sanitary sewer laterals were located and surveyed prior to design. Laterals that were not located are shown on the plans as per City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

Tunneling is expected to be required at the existing utility crossings. Of particular interest is the electrical duct package on the southeast side of the street. City Engineering will be conducting ULOs in the upcoming weeks to locate and confirm the elevation of electric duct package. The duct package may need to be moved in order to install the sewer laterals across the duct package. Slurry Backfill will be required to fill the void under utility crossing pay for under Bid Item 90070 Slurry Backfill. Any utility tunneling required shall be considered incidental to the pipe being installed.

#### **BID ITEM 50202 – TYPE II DEWATERING**

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection and dewatering that will be necessary for the sanitary sewer main installation. It is anticipated that with the high groundwater table, that dewatering will be necessary with Point wells. Placing a pump in the trench will be considered Type 1 Dewatering which is considered incidental to the pipe installation.

If petroleum products (odor, visual signs or positive testing) are detected while dewatering the excavation trench, the water shall be discharged to the City sanitary sewer. Prior to discharging of water, the contractor shall contact Brynn Bemis, 268-1986, [bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com), so that the City can take a sample of the water to send to the treatment plant to make sure that the discharged water can be treated at the treatment plant. The location and the rate of discharge of dewatered water shall be approved by City Engineering- Mark Moder 261-9250 [mmoder@cityofmadison.com](mailto:mmoder@cityofmadison.com) prior to discharge. The locations of the potentially contaminated groundwater are on E. Dayton St. near the intersection with Livingston St. and on N. Brearly St. adjacent to 1002 E. Washington Ave.

### **BID ITEM 50354 – RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately Bid Item 50353 SANITARY SEWER LATERAL)

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

With regard to the City of Madison Standard Specifications for Public Works Construction 2013 Edition Article 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

### **BID ITEM 50801 – UTILITY LINE OPENING (ULO)**

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

## **SECTION 701            PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

This project consists of furnishing and installing 8-in ductile iron water main on East Dayton Street between North Livingston Street and North Few Street and on North Brearly Street from East Mifflin Street to East Johnson Street. The work includes connections into the cross streets on and between these streets. The project also includes abandoning the existing water main within the project limits including water valves and hydrants.

Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction. Note that some of the existing water main dates back to the early 1900's.

Coordinate all water shutoffs that may impact work on the adjacent Livingston Street Resurfacing with Utilities project (City of Madison Contract # 6994) with Capital Underground. Ensure that no unintended customers are affected by shut-offs.

### **WATER SHUT-OFF AND NOTIFICATION**

**Do not shut off water to ARC House at 202 N. Paterson Street before 8:30am or after 4:00pm seven days a week.**

**Do not shut off water to Madison Community Acupuncture at 116 N. Few Street between 8:30am and 8:30 pm Monday through Friday.**

For all water shut-offs affecting the following addresses notify each contact by phone a minimum of 48 hours in advance of the water shut-off in addition to the usual notification procedure.

ARC House, 202 N. Paterson Street, Contact Celeste Miller or Kristen Hamilton at (608) 283-6430

Madison Community Acupuncture at 116 N. Few. Contact: Michael Killian at (608) 807-6870

Lapham Elementary School, 1045 E. Dayton Street, Contact Dave Gill at (608) 204-4155 (office) or (608) 228-6046 (cell). School has programming throughout the summer.

View the sites prior to bidding and become familiar with existing conditions and utilities.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1 Replace the existing lead service with a new copper service.

WN2 Extend and reconnect the existing copper service to the new water main.

WN3 Existing service to be abandoned when water main is cut-off.

WN4 Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.

WN5 Relocate the existing fire hydrant.

WN6 Abandon water valve access structure.

WN7 Furnish and install the new top section for the water access structure.

WN8 Abandon the valve box.

WN9 Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.

WN10 Remove and salvage existing hydrant.

WN11 Replace the existing copper service with a new copper service.

WN20+See Water Impact Plan sheet for connection point isolation and water shut-off notification information.

**SECTION 702 MATERIALS**

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.



## **SECTION 703            CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

### **BID ITEM 90001 – EXCAVATION, HAULING AND DISPOSAL OF CONTAMINATED SOIL**

#### **DESCRIPTION**

This work shall conform with the requirements of Standard specifications, pertinent parts of the Wisconsin Administration Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736) and as supplemented herein.

Given the history of the business operations in the area, petroleum contaminated fill materials may be encountered in the utility trench excavations near 1002 E. Washington Ave.

Work under this Bid Item shall consist of excavating, loading, hauling, and disposal of petroleum contaminated fill materials at a City of Madison approved landfill facility. The City of Madison is to be listed as the generator of this material for disposal purposes. The Landfill Facility to be used is the Dane County Landfill, 7102 US Highway 12 & 18, Madison, WI 53718. The Landfill Facility will bill the City of Madison directly for tipping/treatment fees for the ash contaminated fill delivered to the facility by the Contractor.

Per NR 718.07, a solid waste collection and transportation service operating license is required under NR 502.06 whenever excavated contaminated soils are transported.

#### **COORDINATION**

The City of Madison will provide an Environmental Consultant (staff member or hired consultant) should contaminated material be discovered. Contact Brynn Bemis, City of Madison Engineering Department at (608) 267-1986 to coordinate the onsite activities, testing and disposal.

The role of the Environmental Consultant will be limited to: (1) determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated; (2) identifying contaminated soils to be hauled to the treatment/disposal facility; and (3) documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least 14 calendar days notice of the pre-construction conference date to the Environmental Consultant. At the pre-construction conference, provide a schedule for all excavation activities in the areas of possible contamination to the Environmental Consultant. Notify the Engineer and Environmental Consultant at least 14 calendar days prior to commencement of excavation activities in each of the possible contaminated areas.

Coordinate with the Environmental Consultant to ensure that the Environmental Consultant is present during excavation activities in the possible contaminated areas. Excavation work in each of the possible contaminated areas shall proceed on a continuous basis until excavation work is completed.

The Environmental Consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the Landfill Facility. Do not transport contaminated soil off-site without prior approval from the Environmental Consultant.

## **CONSTRUCTION**

Excavated soil will be periodically field screened by the Environmental Consultant. Assist the Environmental Consultant in collecting soil samples using excavation equipment. Soil samples will be collected by the Environmental Consultant from the bucket of the excavation equipment. The sampling frequency shall be a maximum of one sample for every 10 cubic yards excavated. Field screening of soil is expected to take up to 10 minutes for each sample. During the time the Environmental Consultant is screening the soil, the contractor may continue to excavate up to an additional 30 cubic yards of soil, provided the soil is loaded into trucks and the trucks remain on site. Following field screening of soil, the Environmental Consultant will identify contaminated soils to be hauled to the Landfill Facility and notify the contractor if the excavation can be backfilled.

Soils designated by the Environmental Consultant as contaminated shall be hauled directly to the Landfill Facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils and residues. If spills or releases occur, immediately notify the Environmental Consultant and engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release.

Prior to start of construction in the Potential Contaminated Soil Areas, the Environmental Consultant will prepare the application to treat or dispose of contaminated soil (Form 4400-120) and submit the form to the Wisconsin Department of Natural Resources for approval. The Environmental Consultant will also obtain approvals from the Landfill Facility for the treatment and disposal of contaminated soil. Documentation of contaminated soil disposal at the Landfill Facility shall include copies of original Landfill Facility weight tickets, signed by the scale attendant, clearly documenting final and tare weights of the soil received by the Landfill Facility, the date and time of weighing, and the contractor's truck number. Submit copies of all weight tickets to the engineer and the Environmental Consultant following completion of hauling activities.

## **MEASUREMENT**

Excavation, Hauling and Disposal of Contaminated Soil will be measured in tons of material disposed of at the Landfill Facility.

## **PAYMENT**

Payment is full compensation for contaminated soil excavation, segregation, hauling, and disposal; assistance with soil sampling; dewatering soil prior to transport; bentonite clay dams; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work

## **BID ITEM 90030 – PRIVATE STORM SEWER RECONNECT TYPE 1**

### **DESCRIPTION**

Work under this bid item shall include all work necessary to reconnect private storm sewer pipes to newly constructed storm sewer inlets or other structures. This bid item shall include all materials necessary to

make the private storm sewer connection, including pipe and couplings as necessary. Work under this bid item shall also include all work, materials, and incidentals necessary to reroute the private storm line to the new or existing storm sewer structure. All pipe used in the reconnection of private storm sewer drains shall be either PVC or RCP material, and shall be similar in size to the existing private storm pipe and shall be incidental to the work. Under no circumstances shall an existing private storm sewer pipe be reduced in size. The Contractor shall not abandon any private storm sewer pipe without definitive evidence that the pipe is abandoned. Acceptable evidence includes dye testing, sonding, the use of camera equipment, or building plans provided by the current property owner showing pipe abandonment.

**METHOD OF MEASUREMENT**

Private Storm Sewer Reconnect Type 1 shall be measured on a per unit basis for each reconnection completed in the field.

**BASIS OF PAYMENT**

Private Storm Sewer Reconnect Type 1 shall be paid for at the contract price, which shall be full compensation for all work, materials, and incidentals as outlined in the description.

**BID ITEM 90070 – SLURRY BACKFILL**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to install digable slurry backfill where proposed sewer mains or laterals cross duct packages (electrical or telephone). Slurry backfill shall be installed from the bottom of trench to the bottom the electrical duct package. Select backfill (See Bid Item 50212) shall be used to backfill from the top of the slurry to the finished grade on both sides of the duct being crossed. Slurry backfill shall be allowed to completely dry before select backfill is placed. This bid item shall only be utilized if the vertical separation between the top of the proposed lateral or main and bottom of the duct being crossed is less than 12”.

**SLURRY SPECIFICATION**

The contractor shall fill between pipes in accord with the description above and using the following slurry mix:

2700 lbs. -	sand
25 lbs -	Portland cement
300 lbs -	C-ash
50 gal. -	water

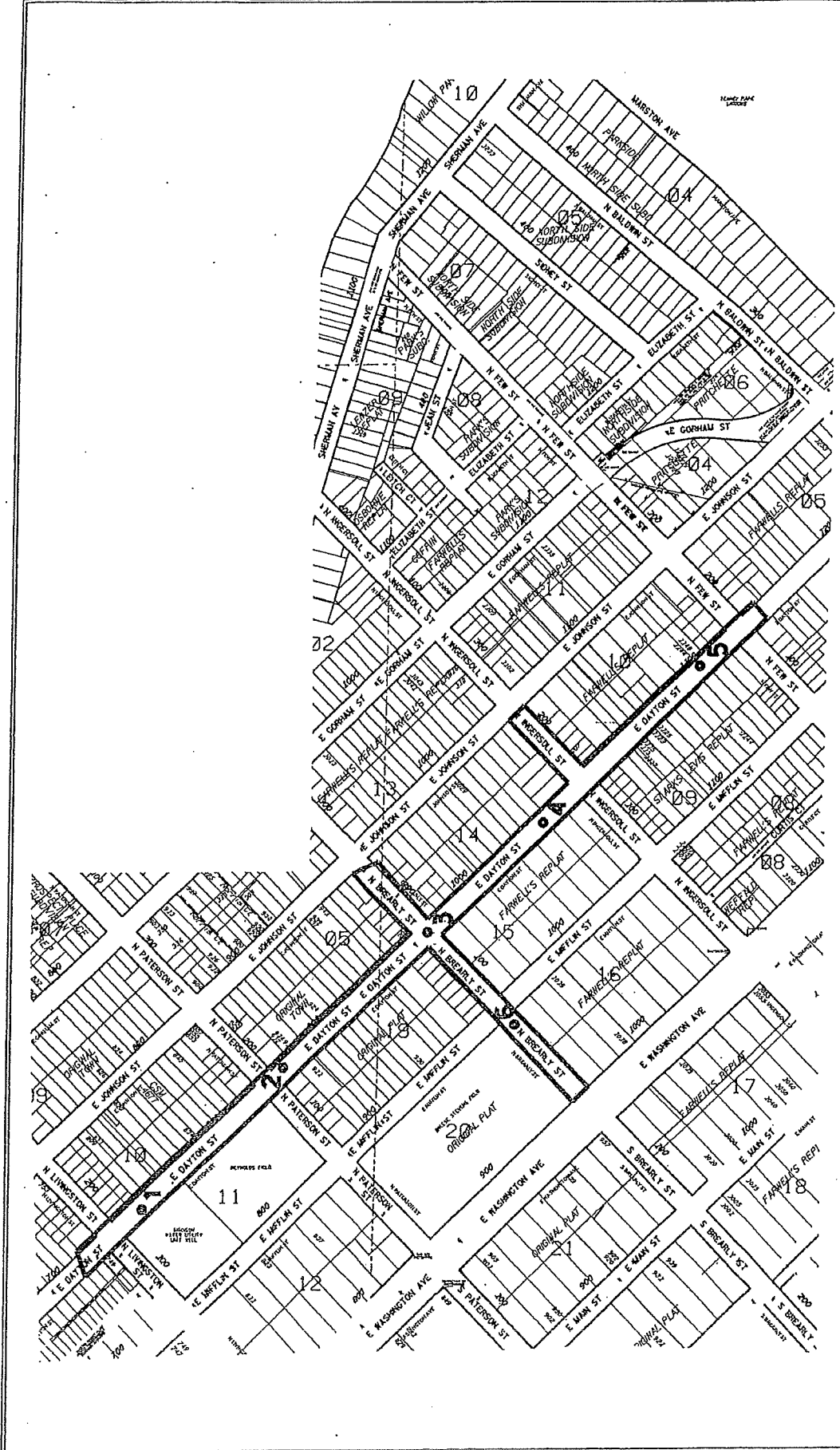
This is a design mix for one (1) cubic yard, for flowable design requirements.

**METHOD OF MEASUREMENT**

Slurry Backfill shall be measured by the trench foot for the width of the duct package being crossed.

**BASIS OF PAYMENT**

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



**Legend**

- ⊙ Denotes Boring Location (approximate)



**Notes**

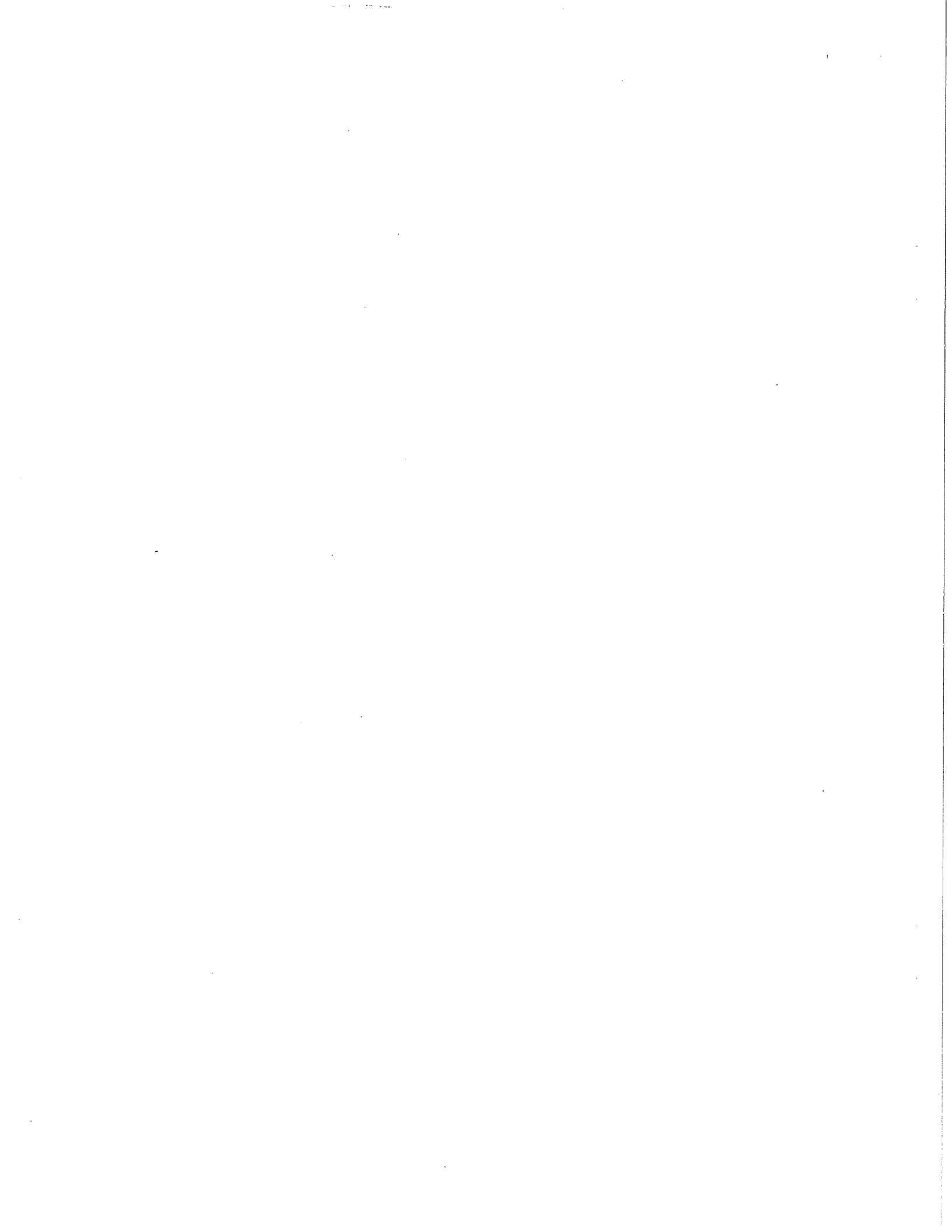
1. Soil borings performed by Badger State Drilling in September 2012.

**SOIL BORING LOCATION PLAN**  
 East Dayton Street Area  
 Madison, Wisconsin

**CGC, Inc.**

APPD: MNS      Date: 10/12      C12074-10

DWN: -





# LOG OF TEST BORING

Project East Dayton Street Area  
Dayton: 75'NE of Livingston, 6'SE of CL  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 96.4\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5 in. Asphalt Pavement/15 in. Concrete Pavement					
1	█	12	M	11	FILL: Light Brown & Gray Sand with Gravel					
2	█	16	M	3	Medium Stiff, Dark Brown to Black Silty CLAY (CL) (Probable Buried Topsoil)	(0.75)				
					Soft, Gray Sandy Lean CLAY (CL)	(<0.5)				
3	█	18	M	9	Loose, Gray Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)	(0.5)				
4	█	18	M	6	Stiff, Gray Laminated Silty CLAY and SILT (CL-ML/ML)	(1.5)				
5	█	18	W	7	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Brearly					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>13.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>5 min.</u> Depth to Water _____ <u>13.0'</u> $\nabla$ Depth to Cave in _____ <u>13.5'</u>	Start <u>9/17/12</u> End <u>9/17/12</u> Driller <u>Badger</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GM</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



## LOG OF TEST BORING

Project East Dayton Street Area  
Dayton: 75'NE of Patterson, 8'NW of CL  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 96.9\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Type P H	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5 in. Asphalt Pavement/13 in. Base Course					
1		16	M	24	FILL: Brown Silty Sand with Gravel					
2		18	M	28	Medium Dense, Light Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM) (Possible Fill)					
3		18	M	25	Medium Dense, Tan Sandy SILT (ML)					
4		16	M/W	35	Dense to Very Dense, Brown Fine to Coarse SAND, Some Gravel, Little to Some Silt (SP-SM/SM)					
5		18	W	67	Very Dense near 14 ft					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Brearly					

WATER LEVEL OBSERVATIONS	
While Drilling $\nabla$ <u>13.0'</u>	Upon Completion of Drilling _____
Time After Drilling _____	5 min.
Depth to Water _____	9.8' $\nabla$
Depth to Cave in _____	11.0'

GENERAL NOTES	
Start <u>9/17/12</u> End <u>9/17/12</u>	Driller <u>Badger</u> Chief <u>MC</u> Rig <u>CME-55</u>
Logger <u>GM</u> Editor <u>ESF</u>	Drill Method <u>2 1/4" HSA</u>

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



## LOG OF TEST BORING

Project East Dayton Street Area  
Dayton: 35'SW of Brearly, 10'NW of CL  
 Location Madison, Wisconsin

Boring No. 3  
 Surface Elevation (ft) 96.9\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE RE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/5 in. Base Course				
1		18	M	11		FILL: Dark Brown Clay with topsoil to 2 ft Black Sand with Trace Cinders to 3 ft Dark Gray Clay with Sand to 4.5 ft				
2A		16	M	6		(1.75)				
2B						(1.5)				
					5	Stiff, Light Gray Lean CLAY, Trace to Little Sand (CL)				
3		18	M	10		Loose to Medium Dense, Light Brown to Gray SILT, Little to Some Sand (ML)				
4		16	W	11						
					10	Laminated with Trace Clay near 14 ft				
5		18	W	9		(1.5)				
					15	End Boring at 15 ft  Borehole backfilled with bentonite chips and asphalt patched				
					20	*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Brearly				

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	∇ 8.5'	Upon Completion of Drilling			Start	9/17/12	End	9/17/12		
Time After Drilling			5 min.		Driller	Badger	Chief	MC	Rig	CME-55
Depth to Water			12.0'		Logger	GM	Editor	ESF		
Depth to Cave in			13.0'		Drill Method	2 1/4" HSA				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										





### LOG OF TEST BORING

Project East Dayton Street Area  
 Location Dayton: 170' SW of Ingersoll, 5' SE of CL  
Madison, Wisconsin

Boring No. 4  
 Surface Elevation (ft) 97.3\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					3.25 in. Asphalt Pavement/7.5 in. Concrete Pavement/3.5" Base Course					
1		18	M	11	FILL: Brown Sand with Silt and Gravel to 3 ft					
					Dark Brown Clay with Sand to 5 ft					
2		18	M	7		(1.5-2.5)				
					Stiff, Gray and Light Brown Silty CLAY (CL-ML)					
3		12	M	5		(1.25)				
					Loose, Gray and Light Brown SILT, Trace Sand (ML)					
4		18	W	8						
					Medium Dense, Gray Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM)					
5		16	W	23						
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Brearly					

#### WATER LEVEL OBSERVATIONS

While Drilling  10.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 10 min.  
 Depth to Water \_\_\_\_\_ 11.1'   
 Depth to Cave in \_\_\_\_\_ 13.2'

#### GENERAL NOTES

Start 9/20/12 End 9/20/12  
 Driller Badger Chief AP Rig D-120  
 Logger GM Editor ESF  
 Drill Method 2 1/4" HSA

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



### LOG OF TEST BORING

Project East Dayton Street Area  
 Location Dayton: 115'SW of Few, 8'NW of CL  
Madison, Wisconsin

Boring No. 5  
 Surface Elevation (ft) 103.7\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Reg (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
				0	X X	6 in. Asphalt Pavement/11 in. Base Course				
1	18	M	23	23	X X	Medium Dense to Very Dense, Brown and Light Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	16	M	73	73	X X					
3	18	M	38	38	X X	Medium Dense, Brown Fine to Medium SAND, Little to Some Gravel, Trace to Little Silt (SP/SP-SM)				
4	18	M	19	19	X X					
5	16	W	23	23	X X	End Boring at 15 ft  Borehole backfilled with bentonite chips and asphalt patch  *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Breadyly				
				15	X X					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇ 14.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____ <u>9.8'</u>	Start <u>9/20/12</u> End <u>9/20/12</u> Driller <u>Badger</u> Chief <u>AP</u> Rig <u>D-120</u> Logger <u>GM</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



## LOG OF TEST BORING

Project East Dayton Street Area  
 Brearly: 45'NW of Mifflin, 13'NE of CL  
 Location Madison, Wisconsin

Boring No. 6  
 Surface Elevation (ft) 96.8\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					X	5 in. Asphalt Pavement/5 in. Base Course				
1		18	M	9	█	FILL: Brown Clay and Sand, Some Gravel				
2		6	M	4	█	Dark Brown Clay and Topsoil near 4.5'				
					█	Stiff, Gray and Brown Lean CLAY, Trace to Little Sand (CL)				
3		18	M	11	█	Medium Dense, Brown and Tan Fine SAND, Trace to Little Silt (SP/SP-SM)				
4		18	W	33	█	Dense, Brown Fine Sand, Little to Some Silt, Occasional Seams and Layers of Silty Fine Sand (SP-SM/SM)				
					█	Dense, Seams and Layers of Silty Sand Near 9'				
5		18	W	13	█	Stiff to Very Stiff, Gray Silty CLAY (CL-ML)				
End Boring at 15 ft										
Borehole backfilled with bentonite chips and asphalt patch										
*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Brearly										

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  8.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 5 min.  
 Depth to Water \_\_\_\_\_ 8.8'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 9.0'

Start 9/17/12 End 9/17/12  
 Driller Badger Chief MC Rig CME-55  
 Logger GM Editor ESF  
 Drill Method 2 1/4" HSA

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



Department of Public Works  
**City Engineering Division**

Robert F. Phillips, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
FAX 608 264 9275  
Textnet 866 704 2315  
www.cityofmadison.com

**608 266 4751**

**Assistant City Engineer**  
Michael R. Dalley, P.E.

**Principal Engineers**  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.  
Christopher J. Petykowski, P.E.

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

**Operations Supervisor**  
Kathleen M. Cryan

**GIS Manager**  
David A. Davis, R.L.S.

**Financial Officer**  
Steven B. Danner-Rivers

**Hydrogeologist**  
Brynn Bernis

**March 20, 2013**

**NOTICE OF ADDENDUM**

**ADDENDUM NO. 1**

**CONTRACT NO. 6992**

**EAST DAYTON STREET AND NORTH BREARLY STREET - 2013**

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

**SPECIAL PROVISIONS:**

**REMOVE: SECTION 109.2 PROSECUTION OF WORK**

The Contractor shall begin work on or before MAY 13, 2013. The date of completion for all work under this contract shall be SEPTEMBER 14, 2013.

All work on E. Dayton St. from N. Brearly St. to N. Ingersoll St. and all work on N. Brearly St. from E. Mifflin St. to E. Johnson St., including each intersection within these boundaries, shall be completed by AUGUST 31, 2013. Section 109.9 Liquidated Damages shall apply to this interim completion date.

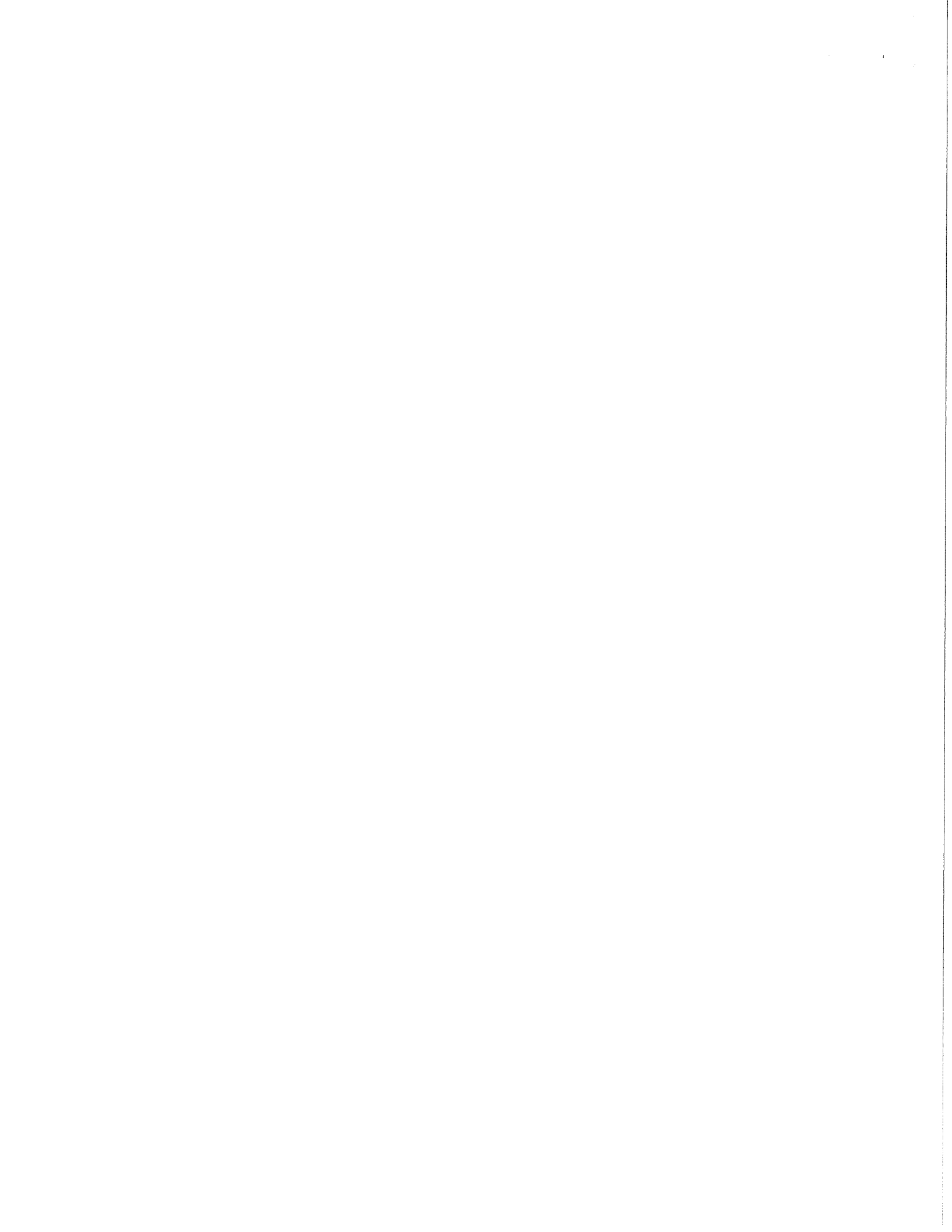
It is expected that the Contractor will need to utilize multiple crews working in multiple locations within the project limits to complete all work by the contract end date.

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

**INSERT: SECTION 109.2 PROSECUTION OF WORK**

The Contractor shall begin work on or before MAY 13, 2013. The date of completion for all work under this contract shall be OCTOBER 18, 2013.

All work on E. Dayton St. from N. Brearly St. to N. Ingersoll St. and all work on N. Brearly St. from E. Mifflin St. to E. Johnson St., including each intersection within these boundaries, shall be completed by AUGUST 31, 2013. Section 109.9 Liquidated Damages shall apply to this interim completion date.



March 20, 2013

Page 2

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

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

Please acknowledge this addendum on page E1 of the contract documents.

Electronic version of these documents can be found on the City of Madison web site at:

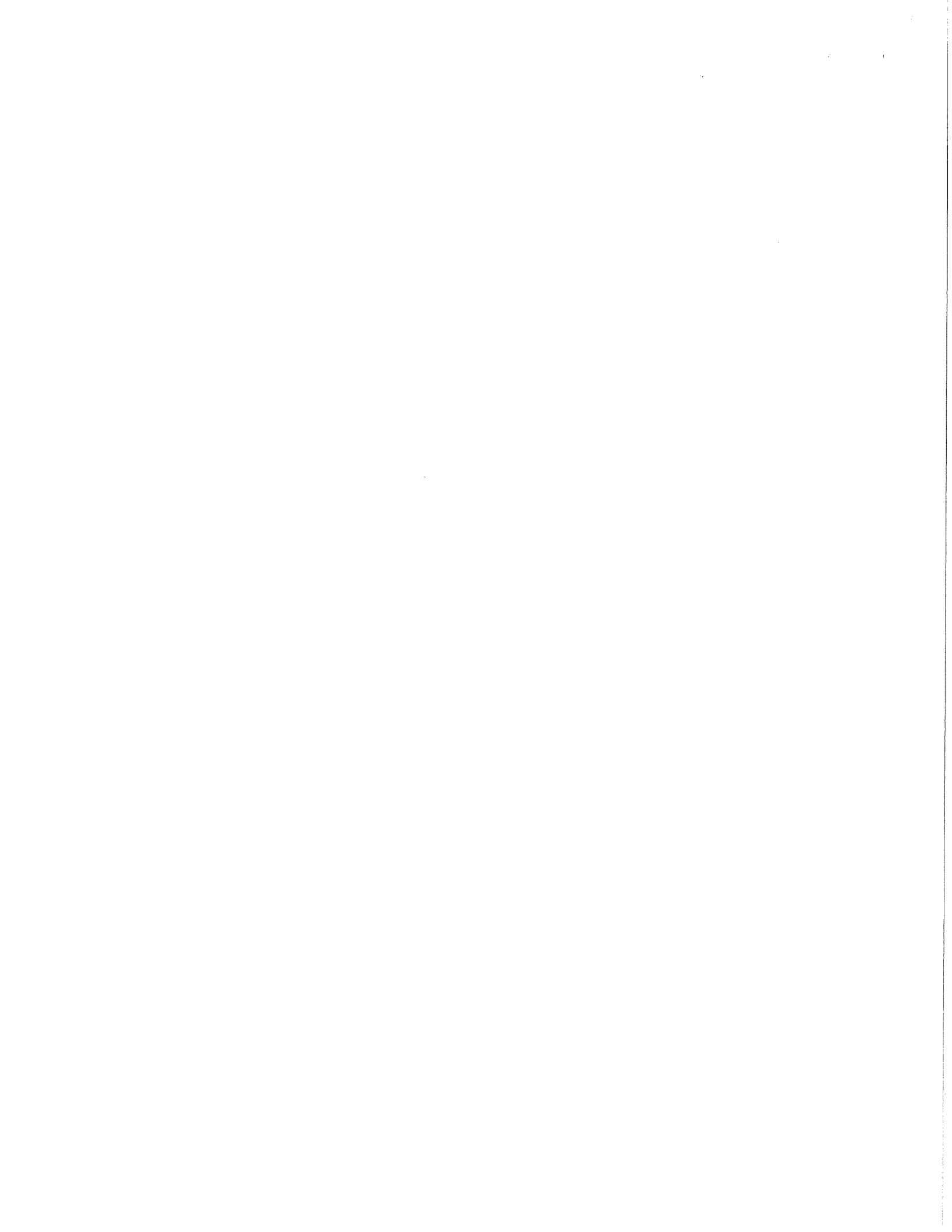
<http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

A handwritten signature in black ink, appearing to read 'R. Phillips', is written over a horizontal line.

Robert F. Phillips, City Engineer

RFP:jmw



SECTION E: PROPOSAL

EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-2013

CONTRACT NO. 6992

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

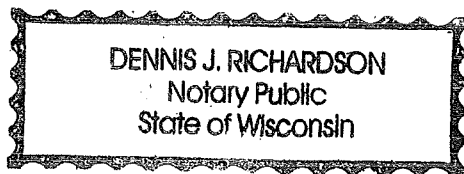
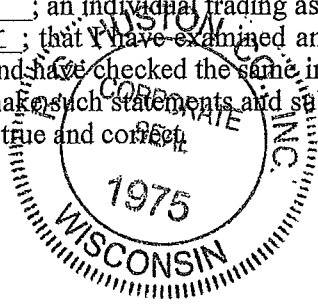
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 5 issued thereto, at the prices for said work as contained in this proposal.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is [ ] Bid Bond or [ ] Certified Check in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or [X] a Certificate of Biennial Bid Bond as required by the Advertisement for Bids.

(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).

- 5. I hereby certify that all statements herein are made on behalf of R.G. HUSTON COMPANY, INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of COTTAGE GROVE; State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY Sec/Treas.



Sworn and subscribed to before me this 22 day of March, 2013. My Commission Expires 1-10-16

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





# LOG OF TEST BORING

Project East Dayton Street Area  
 Brearily: 45'NW of Mifflin, 13'NE of CL  
 Location Madison, Wisconsin

Boring No. 6  
 Surface Elevation (ft) 96.8\*  
 Job No. C12075-10  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Resc (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					5	X	5 in. Asphalt Pavement/5 in. Base Course				
1		18	M	9	5		FILL: Brown Clay and Sand, Some Gravel	(1.0)			
2		6	M	4	5		Dark Brown Clay and Topsoil near 4.5'	(1.0)			
3		18	M	11	5		Stiff, Gray and Brown Lean CLAY, Trace to Little Sand (CL)	(1.5)			
					5		Medium Dense, Brown and Tan Fine SAND, Trace to Little Silt (SP/SP-SM)				
4		18	W	33	10		Dense, Brown Fine Sand, Little to Some Silt, Occasional Seams and Layers of Silty Fine Sand (SP-SM/SM) Dense, Seams and Layers of Silty Sand Near 9'				
5		18	W	13	15		Stiff to Very Stiff, Gray Silty CLAY (CL-ML)	(2.1)			
					15		End Boring at 15 ft  Borehole backfilled with bentonite chips and asphalt patch  *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Dayton & Brearily				

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  8.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 5 min.  
 Depth to Water \_\_\_\_\_ 8.8'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 9.0'

Start 9/17/12 End 9/17/12  
 Driller Badger Chief MC Rig CME-55  
 Logger GM Editor ESF  
 Drill Method 2 1/4" HSA

The stratification lines represent the approximate boundary between

**EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-2013  
CONTRACT NO. 6992**

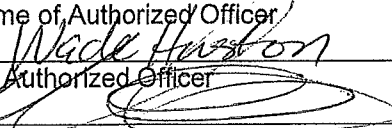
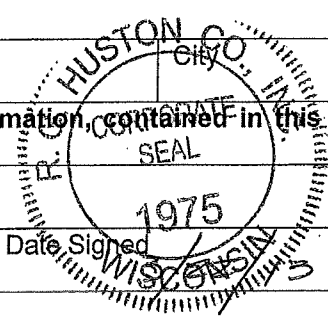
State of Wisconsin  
Department of Workforce Development  
Equal Rights Division  
Labor Standards Bureau

**Disclosure of Ownership**

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

**Other Construction Business**

Name of Business				NONE			
Street Address or P O Box			City		State	Zip Code	
Name of Business							
Street Address or P O Box			City		State	Zip Code	
Name of Business							
Street Address or P O Box			City		State	Zip Code	
I hereby state under penalty of perjury that the information contained in this document, is true and accurate according to my knowledge and belief.							
Print the Name of Authorized Officer							
Signature of Authorized Officer				Date Signed			
							
Name of Corporation, Partnership or Sole Proprietorship							
R.G. HUSTON COMPANY, INC.							
Street Address or P O Box			City		State	Zip Code	
2651 COFFEYTOWN RD			COTTAGE GROVE		WI	53527	

**If you have any questions call (608) 266-0028**

**EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992**

**Best Value Contracting**

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

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2. Some Contractors are exempt due to the size of the work force. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin.

Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.

3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

Legend

Number of Journeyworkers	The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.
W-ATT	The Contractor is an active trade trainer in the State of Wisconsin for the trade indicated.
US-ATT	The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.
SB-ATT	The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.

The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project.

The Contractor has reviewed this list on E-4 and has checked the appropriate box by each apprenticeable trade to be used on the project.

**EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992**

**Apprenticeable Trades**

Check the box in the column "Trade Used on This Project" for each apprenticeable trades used on this project. For those trades used on the project indicated the number of journeyworkers that are employed company wide and check a box to the right of the trade as to how the Contractor will comply MGO 33.07(7). Refer to the legend on page E-3 for the meaning associated with each heading. The Contractor must check one of the boxes on the right for each apprenticeable trade used and checked on the left.

Trade Used on Contract	Apprenticeable Trades	Number of Journeyworkers	W-ATT	US-ATT	SB-ATT
<input type="checkbox"/>	Bricklayer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Carpenter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Cement Mason / Concrete Finisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Cement Mason (Heavy Highway)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Construction Craft Laborer	±15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Data Communication Installer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Electrician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Glazier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Heavy Equipment Operator / Operating Engineer	± 22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Insulation Worker (Heat & Frost)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker (Assembler, Metal Bldgs)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Painter & Decorator		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plasterer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plumber		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Residential Electrician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Roofer & Waterproofer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sheet Metal Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sprinklerfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Refrigeration)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Service)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Taper & Finisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Telecommunications (Voice, Data & Video) Installer-Technician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tile Setter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSAL

R.G. HUSTON COMPANY, INC  
NAME OF BIDDER

EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013

CONTRACT NO. 6992

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
<b>STREET ACCOUNT NO. CS53-58250-810355-00-53W1356</b>				
10701	TRAFFIC CONTROL	1.00	LUMP SUM	
10801	ROOT CUTTING - CURB & GUTTER	170.00	L.F.	
10802	ROOT CUTTING - SIDEWALK	110.00	L.F.	
10911	MOBILIZATION	1.00	LUMP SUM	
20101	EXCAVATION CUT	7780.00	C.Y.	
20130	UNDERDRAIN	2615.00	L.F.	
20219	BREAKER RUN	3000.00	TON	
20221	TOPSOIL	5980.00	S.Y.	
20140	GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	4350.00	S.Y.	
20302	SAWCUT CONCRETE FULL DEPTH	110.00	L.F.	
20303	SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH	335.00	L.F.	
20321	REMOVE CONCRETE PAVEMENT	2166.00	S.Y.	
20322	REMOVE CONCRETE CURB & GUTTER	5830.00	L.F.	
20323	REMOVE CONCRETE SIDEWALK & DRIVE	25650.00	S.F.	
20401	CLEARING (UNDISTRIBUTED)	20.00	I.D.	
20403	GRUBBING	190.00	I.D.	
20701	TERRACE SEEDING	5980.00	S.Y.	
21061	EROSION MATTING, CLASS I, URBAN TYPE A	5980.00	S.Y.	
30201	TYPE 'A' CONCRETE CURB & GUTTER	5390.00	L.F.	
30203	TYPE 'X' CONCRETE CURB & GUTTER	100.00	L.F.	
30208	HAND FORMED CONCRETE CURB & GUTTER	340.00	L.F.	
30301	5" CONCRETE SIDEWALK	16760.00	S.F.	

**PROPOSAL**

**RG Huston Company, Inc.**  
NAME OF BIDDER

**EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013**

**CONTRACT NO. 6992**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
<b>STREET ACCOUNT NO. CS53-58250-810355-00-53W1356</b>					
10701	TRAFFIC CONTROL	1.00	LUMP SUM	\$ 5,520.00	\$5,520.00
10801	ROOT CUTTING - CURB & GUTTER	170.00	L.F.	\$ 12.00	\$2,040.00
10802	ROOT CUTTING - SIDEWALK	110.00	L.F.	\$ 12.00	\$1,320.00
10911	MOBILIZATION	1.00	LUMP SUM	\$ 35,000.00	\$35,000.00
20101	EXCAVATION CUT	7780.00	C.Y.	\$ 8.00	\$62,240.00
20130	UNDERDRAIN	2615.00	L.F.	\$ 10.50	\$27,457.50
20219	BREAKER RUN	3000.00	TON	\$ 5.00	\$15,000.00
20221	TOPSOIL	5980.00	S.Y.	\$ 4.00	\$23,920.00
20140	GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	4350.00	S.Y.	\$ 2.75	\$11,962.50
20302	SAWCUT CONCRETE FULL DEPTH	110.00	L.F.	\$ 2.12	\$233.20
20303	SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH	335.00	L.F.	\$ 1.26	\$422.10
20321	REMOVE CONCRETE PAVEMENT	2166.00	S.Y.	\$ 3.00	\$6,498.00
20322	REMOVE CONCRETE CURB & GUTTER	5830.00	L.F.	\$ 2.50	\$14,575.00
20323	REMOVE CONCRETE SIDEWALK & DRIVE	25650.00	S.F.	\$ 1.35	\$34,627.50
20401	CLEARING (UNDISTRIBUTED)	20.00	I.D.	\$ 25.00	\$500.00
20403	GRUBBING	190.00	I.D.	\$ 14.00	\$2,660.00
20701	TERRACE SEEDING	5980.00	S.Y.	\$ 1.00	\$5,980.00
21061	EROSION MATTING, CLASS I, URBAN TYPE A	5980.00	S.Y.	\$ 1.40	\$8,372.00
30201	TYPE 'A' CONCRETE CURB & GUTTER	5390.00	L.F.	\$ 10.45	\$56,325.50
30203	TYPE 'X' CONCRETE CURB & GUTTER	100.00	L.F.	\$ 16.00	\$1,600.00
30208	HAND FORMED CONCRETE CURB & GUTTER	340.00	L.F.	\$ 21.00	\$7,140.00
30301	5" CONCRETE SIDEWALK	16760.00	S.F.	\$ 3.75	\$62,850.00

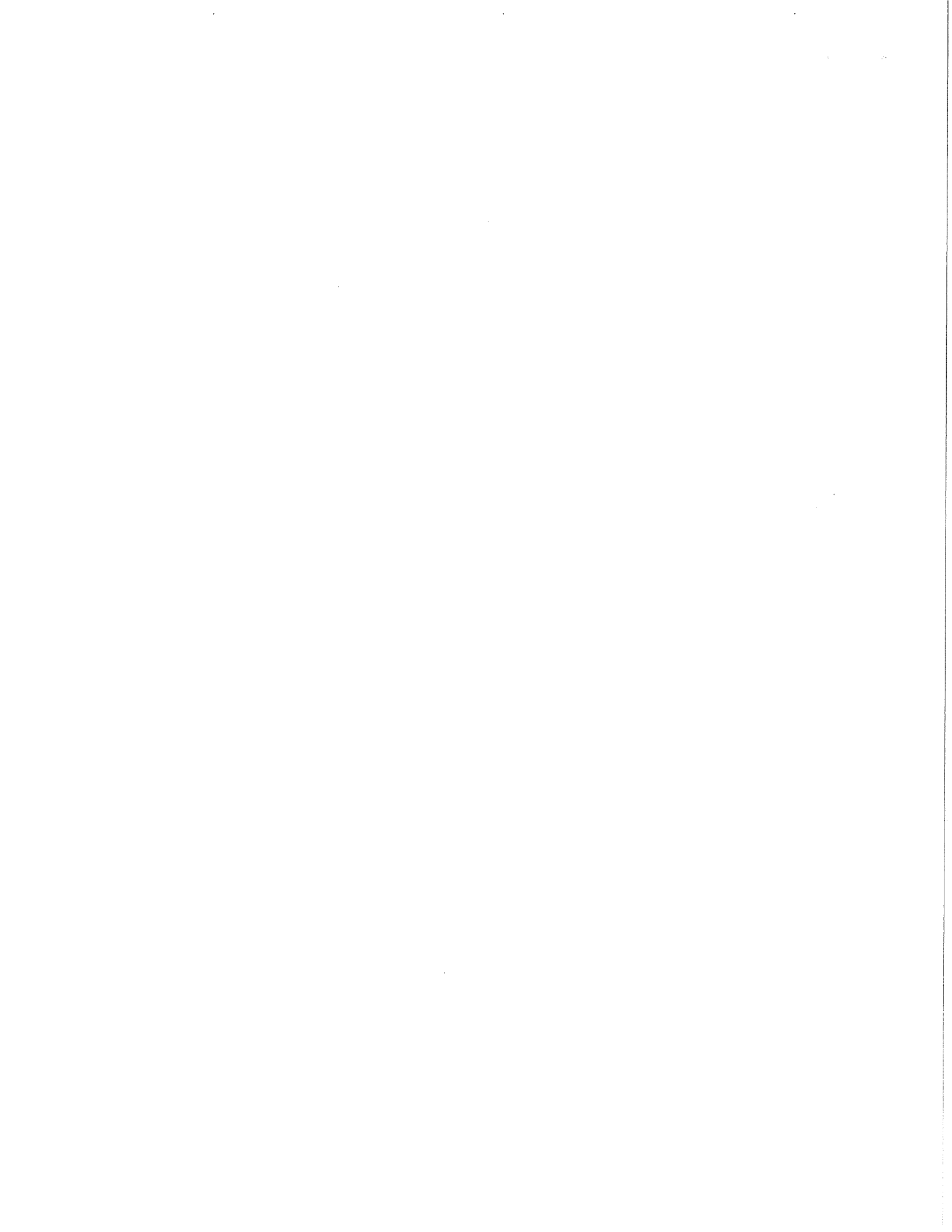


**EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013**

**CONTRACT NO. 6992**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE	TOTAL BID
				BID	
30302	7" CONCRETE SIDEWALK AND DRIVE	8890.00	S.F.	\$ 4.25	\$37,782.50
30340	CURB RAMP DETECTABLE WARNING FIELD	224.00	S.F.	\$ 25.00	\$5,600.00
40101	CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1	5430.00	TON	\$ 12.00	\$65,160.00
40102	CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2	3190.00	TON	\$ 11.70	\$37,323.00
40202	HMA PAVEMENT TYPE E-1	2840.00	TON	\$ 55.50	\$157,620.00
40231	ASPHALT DRIVE AND TERRACE	90.00	SY	\$ 30.00	\$2,700.00
60801	PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH, YELLOW	75.00	L.F.	\$ 3.00	\$225.00
60812	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH	1300.00	L.F.	\$ 4.40	\$5,720.00
60815	PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH	240.00	L.F.	\$ 4.70	\$1,128.00
60818	PAVEMENT MARKING EPOXY, 24-INCH, STOP LINE, WHITE	220.00	L.F.	\$ 4.90	\$1,078.00
<b>STREET ACCOUNT NO. CS53-58270-810355-00-53W1356</b>					
20217	CLEAR STONE	400.00	TON	\$ 10.00	\$4,000.00
20503	ADJUST INLET	3.00	EACH	\$ 220.00	\$660.00
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1.00	LUMP SUM	\$ 600.00	\$600.00
21002	EROSION CONTROL INSPECTION	16.00	EACH	\$ 350.00	\$5,600.00
21011	CONSTRUCTION ENTRANCE	5.00	EACH	\$ 400.00	\$2,000.00
21012	STREET CONSTRUCTION ENTRANCE BERM	5.00	EACH	\$ 250.00	\$1,250.00
21013	STREET SWEEPING	1.00	LUMP SUM	\$ 250.00	\$250.00
21015	STREET CONSTRUCTION STONE BERM (UNDISTRIBUTED)	2.00	EACH	\$ 250.00	\$500.00
21031	INLET PROTECTION TYPE C - PROVIDE & INSTALL	12.00	EACH	\$ 65.00	\$780.00
21032	INLET PROTECTION TYPE C - MAINTAIN	48.00	EACH	\$ 45.00	\$2,160.00
21034	INLET PROTECTION TYPE C - REMOVE	12.00	EACH	\$ 25.00	\$300.00
21056	INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL	42.00	EACH	\$ 140.00	\$5,880.00
21057	INLET PROTECTION TYPE D HYBRID - MAINTAIN	84.00	EACH	\$ 65.00	\$5,460.00
21058	INLET PROTECTION TYPE D HYBRID - REMOVE	42.00	EACH	\$ 25.00	\$1,050.00

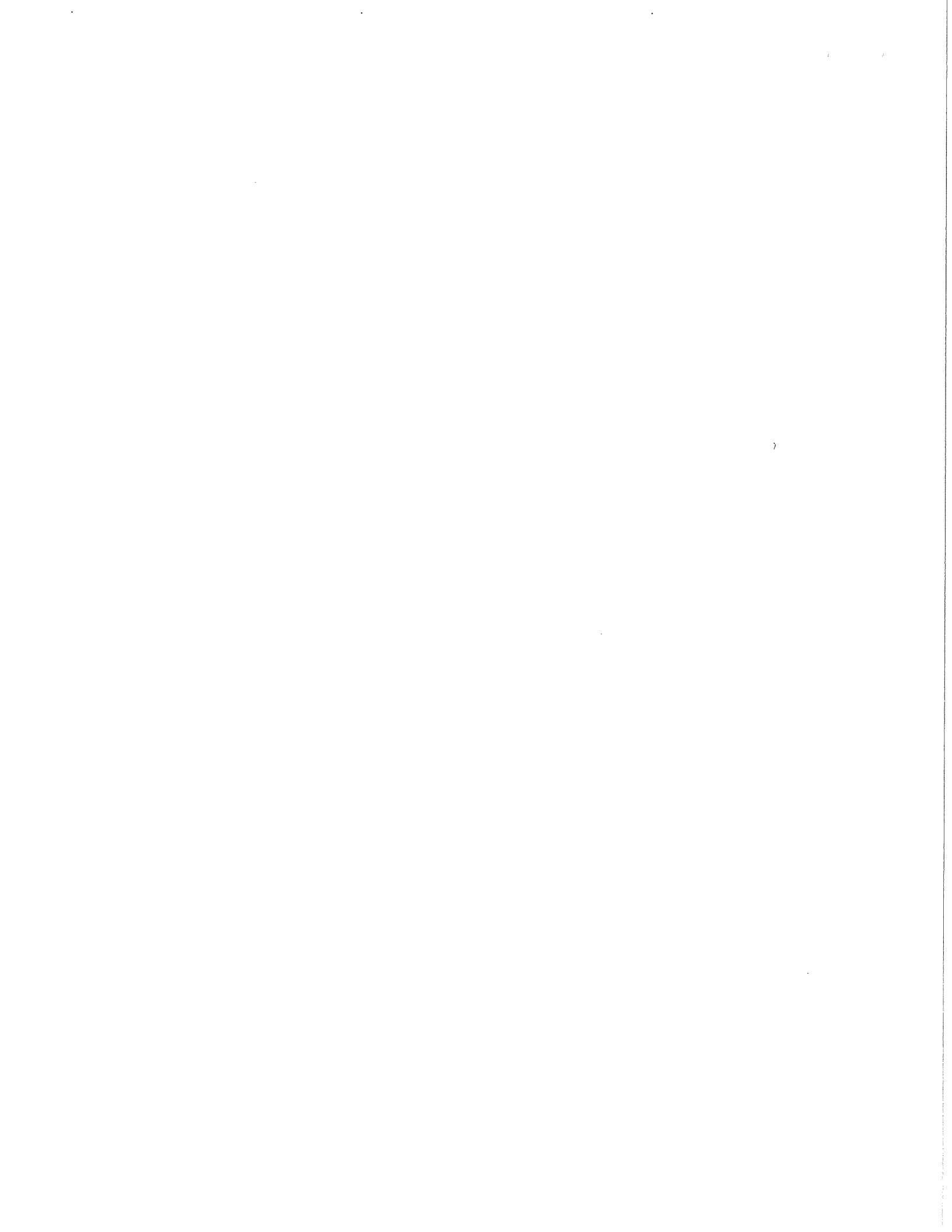




**EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013**

**CONTRACT NO. 6992**

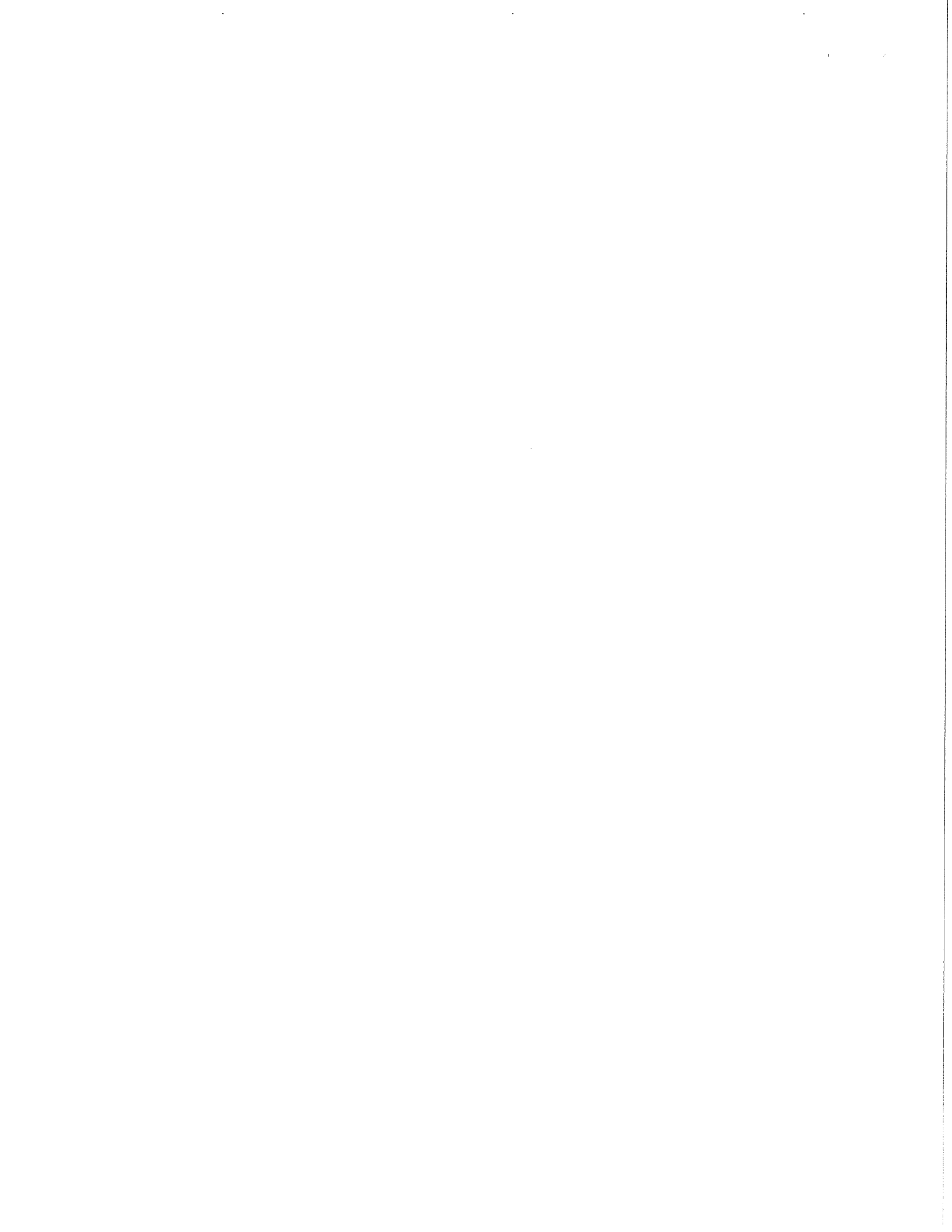
ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE	TOTAL BID
				BID	
50411	12 INCH RCP STORM SEWER PIPE	1345.00	L.F.	\$ 35.00	\$47,075.00
50741	TYPE "H" INLET	26.00	EACH	\$ 1,400.00	\$36,400.00
<b>STORM ACCOUNT NO. ESTM-58270-810381-00-53W1356</b>					
10702	TRAFFIC CONTROL FOR STORM SEWER INSTALLATION	1.00	LUMP SUM	\$ 500.00	\$500.00
10912	MOBILIZATION FOR STORM SEWER INSTALLATION	1.00	LUMP SUM	\$ 1,500.00	\$1,500.00
20311	REMOVE SEWER ACCESS STRUCTURE	1.00	EACH	\$ 300.00	\$300.00
20313	REMOVE INLET	7.00	EACH	\$ 300.00	\$2,100.00
20314	REMOVE PIPE	274.00	L.F.	\$ 11.00	\$3,014.00
20337	PIPE PLUG STORM (UNDISTRIBUTED)	2.00	EACH	\$ 400.00	\$800.00
20501	ADJUST SEWER ACCESS STRUCTURE	1.00	EACH	\$ 200.00	\$200.00
50211	SELECT BACKFILL FOR STORM SEWER	1545.00	T.F.	\$ 0.01	\$15.45
50400	8 INCH PVC STORM PIPE	5.00	L.F.	\$ 43.40	\$217.00
50412	15 INCH RCP STORM SEWER PIPE	100.00	L.F.	\$ 37.40	\$3,740.00
50413	18 INCH RCP STORM SEWER PIPE	95.00	L.F.	\$ 40.50	\$3,847.50
50499	CONCRETE COLLAR	1.00	EACH	\$ 400.00	\$400.00
50723	3'X3' STORM SAS	1.00	EACH	\$ 2,020.00	\$2,020.00
50724	4'X4' STORM SAS	2.00	EACH	\$ 2,700.00	\$5,400.00
50792	STORM SEWER TAP	1.00	EACH	\$ 500.00	\$500.00
50801	UTILITY LINE OPENING (UNDISTRIBUTED)	2.00	EACH	\$ 500.00	\$1,000.00
50802	CONCRETE SUPPORTS	2.00	EACH	\$ 650.00	\$1,300.00
90030	PRIVATE STORM CONNECT TYPE 1	1.00	EACH	\$ 1,500.00	\$1,500.00
<b>STORM WATER QUALITY ACCOUNT NO. ESTM-58270-810551-00-53W1356</b>					
20312	REMOVE CATCHBASIN	3.00	EACH	\$ 380.00	\$1,140.00
50722	6'X6' CATCHBASIN	3.00	EACH	\$ 4,080.00	\$12,240.00



**EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013**

**CONTRACT NO. 6992**

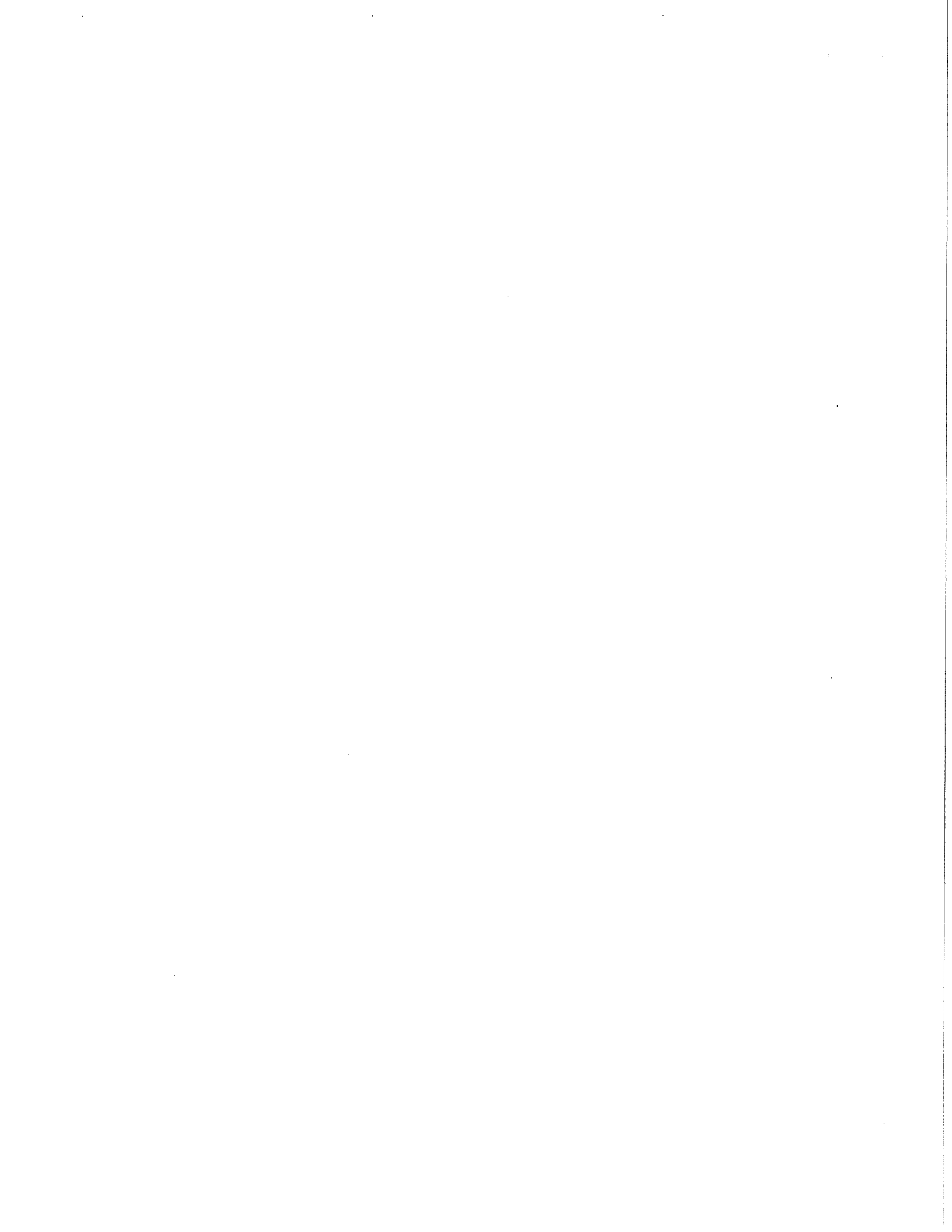
ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
<b>SANITARY ACCOUNT NO. ES01-58275-810332-00-53W1356</b>					
10704	TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION	1.00	LUMP SUM	\$ 500.00	\$500.00
10914	MOBILIZATION FOR SANITARY SEWER CONSTRUCTION	1.00	LUMP SUM	\$ 1,600.00	\$1,600.00
20311	REMOVE SEWER ACCESS STRUCTURE	17.00	EACH	\$ 350.00	\$5,950.00
20315	REMOVE PIPE (SANITARY)	50.00	L.F.	\$ 7.55	\$377.50
20336	PLUG PIPE - SANITARY	215.00	EACH	\$ 125.00	\$26,875.00
20501	ADJUST SEWER ACCESS STRUCTURE	2.00	EACH	\$ 220.00	\$440.00
40202	HMA PAVEMENT TYPE E-1	170.00	TON	\$ 55.50	\$9,435.00
40301	FULL WIDTH GRINDING	1425.00	S.Y.	\$ 2.75	\$3,918.75
40403	10 INCH CONCRETE PAVMENT	66.00	S.Y.	\$ 72.00	\$4,752.00
50202	TYPE 2 DEWATERING	1.00	LUMP SUM	\$ 100.00	\$100.00
50212	SELECT FILL FOR SANITARY SEWER MAIN	6419.00	T.F.	\$ 0.01	\$64.19
50225	UTILITY TRENCH PATCH TYPE III	398.00	T.F.	\$ 55.00	\$21,890.00
50301	8" PVC SANITARY SEWER PIPE SDR-35	3466.00	L.F.	\$ 55.10	\$190,976.60
50353	SANITARY SEWER LATERAL SDR-35	3103.00	L.F.	\$ 36.75	\$114,035.25
50354	RECONNECT SANITARY LATERAL	108.00	EACH	\$ 1,000.00	\$108,000.00
50361	WASTEWATER CONTROL	1.00	LUMP SUM	\$ 12,100.00	\$12,100.00
50390	SEWER ELECTRONIC MARKERS	230.00	EACH	\$ 42.50	\$9,775.00
50701	FOUR FOOT DIAMETER SAS	12.00	EACH	\$ 1,800.00	\$21,600.00
50771	INTERNAL CHIMNEY SEALS	8.00	EACH	\$ 350.00	\$2,800.00
50780	CLEANOUT (UNDISTRIBUTED)	2.00	EACH	\$ 400.00	\$800.00
50791	SANITARY SEWER TAP	5.00	EACH	\$ 890.00	\$4,450.00
50801	UTILITY LINE OPENING (UNDISTRIBUTED)	5.00	EACH	\$ 500.00	\$2,500.00
50802	CONCRETE SUPPORTS	9.00	EACH	\$ 500.00	\$4,500.00
90001	EXCAVATION, HAULING, AND DISPOSAL OF CONTAMINATED SOIL	300.00	TON	\$ 11.00	\$3,300.00



**EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013**

**CONTRACT NO. 6992**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE	TOTAL BID
				BID	
90070	SLURRY BACKFILL	150.00	T.F.	\$ 48.00	\$7,200.00
<b>WATER ACCOUNT NO. EW01-58273-810455-00-53W1356</b>					
10703	TRAFFIC CONTROL FOR WATER MAIN INSTALLATION	1.00	LUMP SUM	\$ 1,370.00	\$1,370.00
10913	MOBILIZATION FOR WATER MAIN INSTALLATION	1.00	LUMP SUM	\$ 1,650.00	\$1,650.00
50801	UTILITY LINE OPENING (ULO)	1.00	EACH	\$ 500.00	\$500.00
70001	FURNISH AND INSTALL 4 INCH PIPE & FITTINGS	10.00	L.F.	\$ 194.00	\$1,940.00
70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	130.00	L.F.	\$ 71.40	\$9,282.00
70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	3260.00	L.F.	\$ 81.00	\$264,060.00
70005	FURNISH AND INSTALL 12 INCH PIPE & FITTINGS	130.00	L.F.	\$ 130.00	\$16,900.00
70405	CUT-IN CONNECTION	5.00	EACH	\$ 1,120.00	\$5,600.00
70407	FURNISH AND INSTALL HYDRANT	7.00	EACH	\$ 2,750.00	\$19,250.00
70408	SELECT FILL - SAND FOR WATER	3520.00	L.F.	\$ 0.01	\$35.20
70413	FURNISH AND INSTALL STYROFOAM	136.00	L.F.	\$ 12.00	\$1,632.00
70414	CUT OFF EXISTING WATER MAIN	6.00	EACH	\$ 1,000.00	\$6,000.00
70415	ABANDON WATER VALVE BOX	13.00	EACH	\$ 100.00	\$1,300.00
70416	ABANDON HYDRANT	2.00	EACH	\$ 450.00	\$900.00
70418	ADJUST WATER VALVE BOX	6.00	EACH	\$ 190.00	\$1,140.00
70427	FURNISH AND INSTALL 4 INCH VALVE	1.00	EACH	\$ 1,000.00	\$1,000.00
70428	FURNISH AND INSTALL 6 INCH VALVE	6.00	EACH	\$ 1,200.00	\$7,200.00
70429	FURNISH AND INSTALL 8 INCH VALVE	13.00	EACH	\$ 1,500.00	\$19,500.00
70431	FURNISH AND INSTALL 12 INCH VALVE	2.00	EACH	\$ 2,550.00	\$5,100.00
70440	EXTEND AND RECONNECT SERVICE LATERAL - 1 INCH	200.00	L.F.	\$ 116.00	\$23,200.00
70441	EXTEND AND RECONNECT SERVICE LATERAL - 1.5 INCHES	20.00	L.F.	\$ 129.00	\$2,580.00
70443	DISCONNECT / RECONNECT SERVICE LATERAL - 1 INCH	51.00	EACH	\$ 600.00	\$30,600.00
70444	DISCONNECT / RECONNECT 1.5-INCH SERVICE LATERAL	2.00	EACH	\$ 1,010.00	\$2,020.00



**EAST DAYTON STREET AND NORTH BREARLY STREET ASSESSMENT DISTRICT - 2013**

**CONTRACT NO. 6992**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE	TOTAL BID
				BID	
70445	DISCONNECT / RECONNECT 2-INCH SERVICE LATERAL	1.00	EACH	\$ 1,150.00	\$1,150.00
70446	REPLACE 1-IN COPPER SERVICE LATERAL	50.00	L.F.	\$ 78.00	\$3,900.00
70455	PIPE PLUG FOR WATER MAIN INSTALLATION	2.00	EACH	\$ 800.00	\$1,600.00
70456	FURNISH EXCAVATION AND DITCH FOR LIVE TAP	2.00	EACH	\$ 1,000.00	\$2,000.00
<b>STREET LIGHTING ACCOUNT NO. CS53-58545-810355-00-53W1356</b>					
60222	FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT	1000.00	L.F.	\$ 6.00	\$6,000.00
60224	FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT	500.00	L.F.	\$ 5.50	\$2,750.00
60232	FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT	5800.00	L.F.	\$ 5.00	\$29,000.00
60241	GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT	100.00	L.F.	\$ 20.00	\$2,000.00
60261	ELECTRICAL TRENCH	6700.00	L.F.	\$ 1.50	\$10,050.00
60401	CONSTRUCT LB-1 BASE	5.00	EACH	\$ 600.00	\$3,000.00
60427	REMOVE ELECTRICAL HANDHOLE	1.00	EACH	\$ 150.00	\$150.00
60702	CONSTRUCT ELECTRICAL HANDHOLE TYPE I	16.00	EACH	\$ 800.00	\$12,800.00

**TOTAL**

**\$1,911,377.24**

*JK*



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**DISTRICT-**

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

By:

\_\_\_\_\_

\_\_\_\_\_  
Name of Surety

By:

\_\_\_\_\_

\_\_\_\_\_  
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. \_\_\_\_\_ for the year \_\_\_\_\_, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

#### NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees may be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

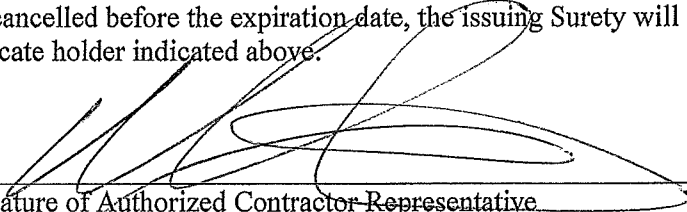
### Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)	FROM FEB 1, 2012 TO JAN 31, 2014
NAME OF SURETY	BERKLEY SURETY GROUP
NAME OF CONTRACTOR	R.G. HUSTON COMPANY, INC.
CERTIFICATE HOLDER	City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

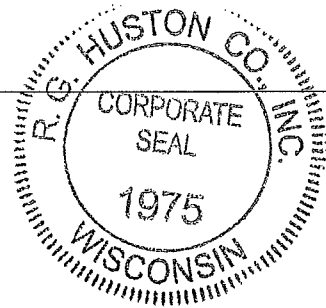
This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

  
\_\_\_\_\_  
Signature of Authorized Contractor Representative

Date

3-22-13





Department of Public Works  
**City Engineering Division**

608 266 4751

Robert F. Phillips, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
608 264 9275 FAX  
1 866 704 2315 Textnet

**Principal Engineers**  
Michael R. Dailey, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

**Operations Manager**  
Kathleen M. Cryan

**GIS Manager**  
David A. Davis, R.L.S.

**Financial Officer**  
Steven B. Danner-Rivers  
Hydrogeologist  
Brynn Bemis

**BIENNIAL BID BOND**

R.G. Huston Company, Inc.

(a corporation of the State of Wisconsin)

(~~individual~~ (~~partnership~~), (hereinafter referred to as the "Principal") and

BERKLEY REGIONAL INSURANCE COMPANY

a corporation of the State of Delaware (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

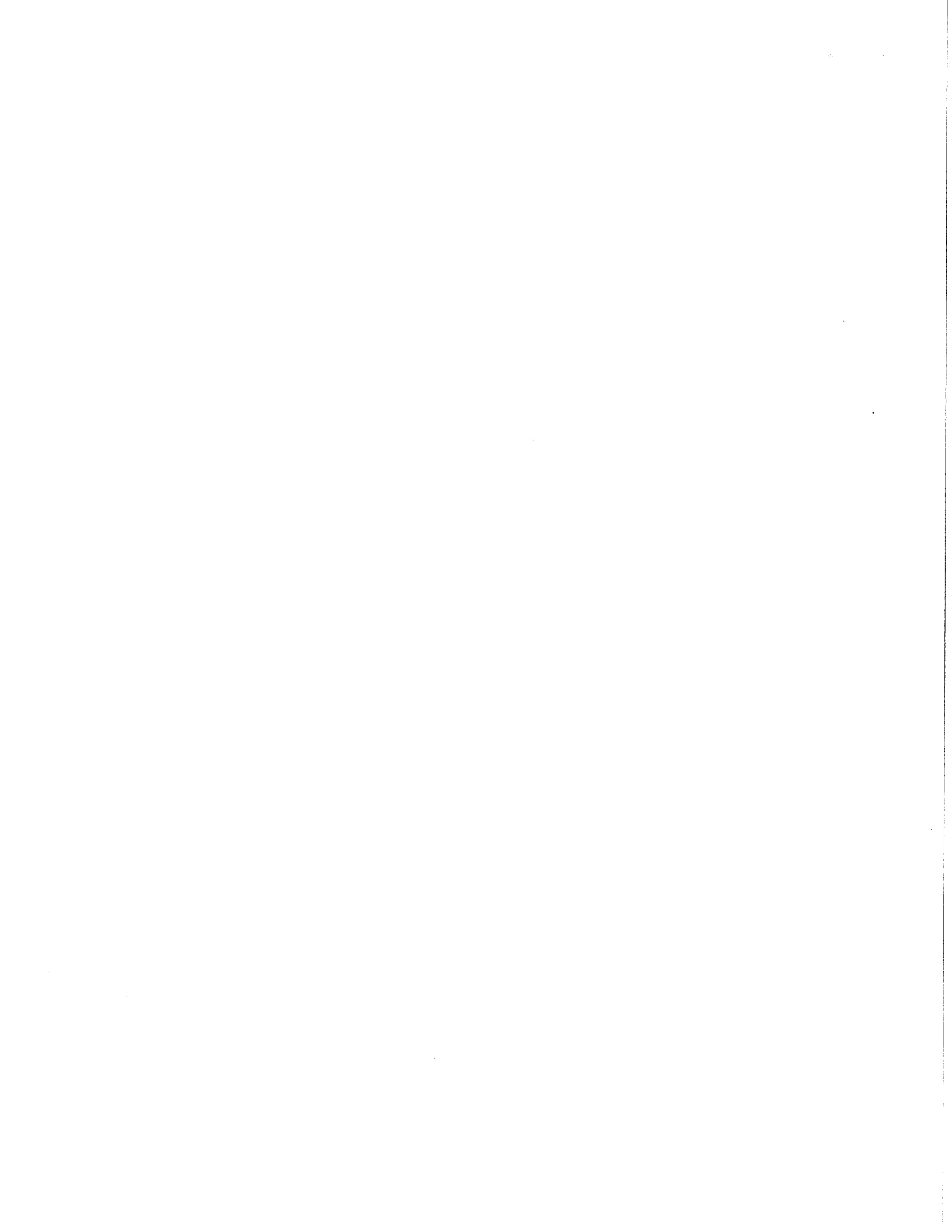
The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2012 through January 31, 2014.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

R.G. HUSTON COMPANY, INC.  
COMPANY NAME AFFIX SEAL

By: [Signature]  
SIGNATURE AND TITLE President



December 14, 2011

SURETY

BERKLEY REGIONAL INSURANCE COMPANY  
COMPANY NAME AFFIX SEAL

By: [Signature]  
SIGNATURE AND TITLE Attorney-In-Fact

December 13, 2011  
DATE

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 125401 for the year 2011, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 13, 2011  
DATE

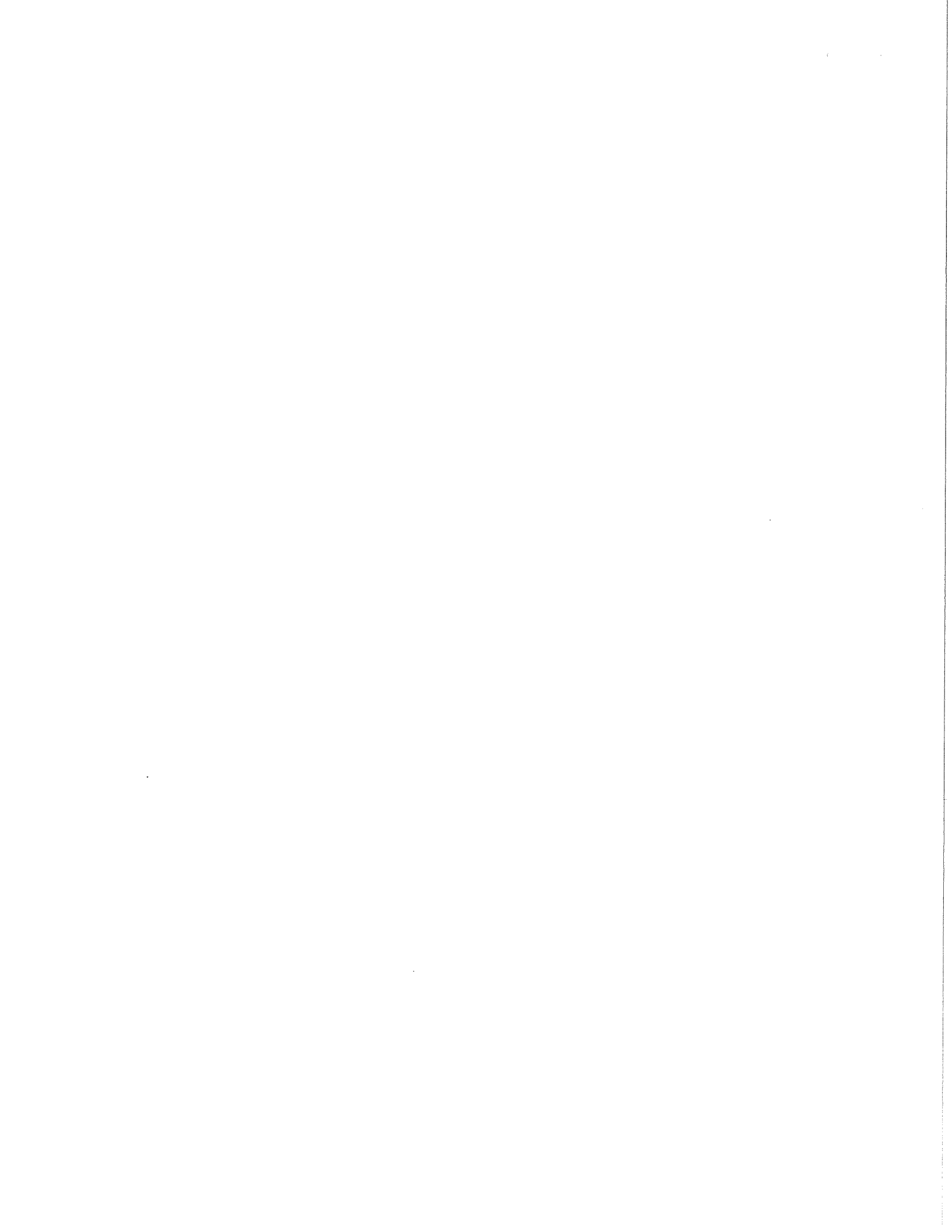
[Signature]  
AGENT Dennis M. Barton

17035 West Wisconsin Avenue - Suite 135  
ADDRESS

Brookfield, Wisconsin 53005  
CITY, STATE AND ZIP CODE

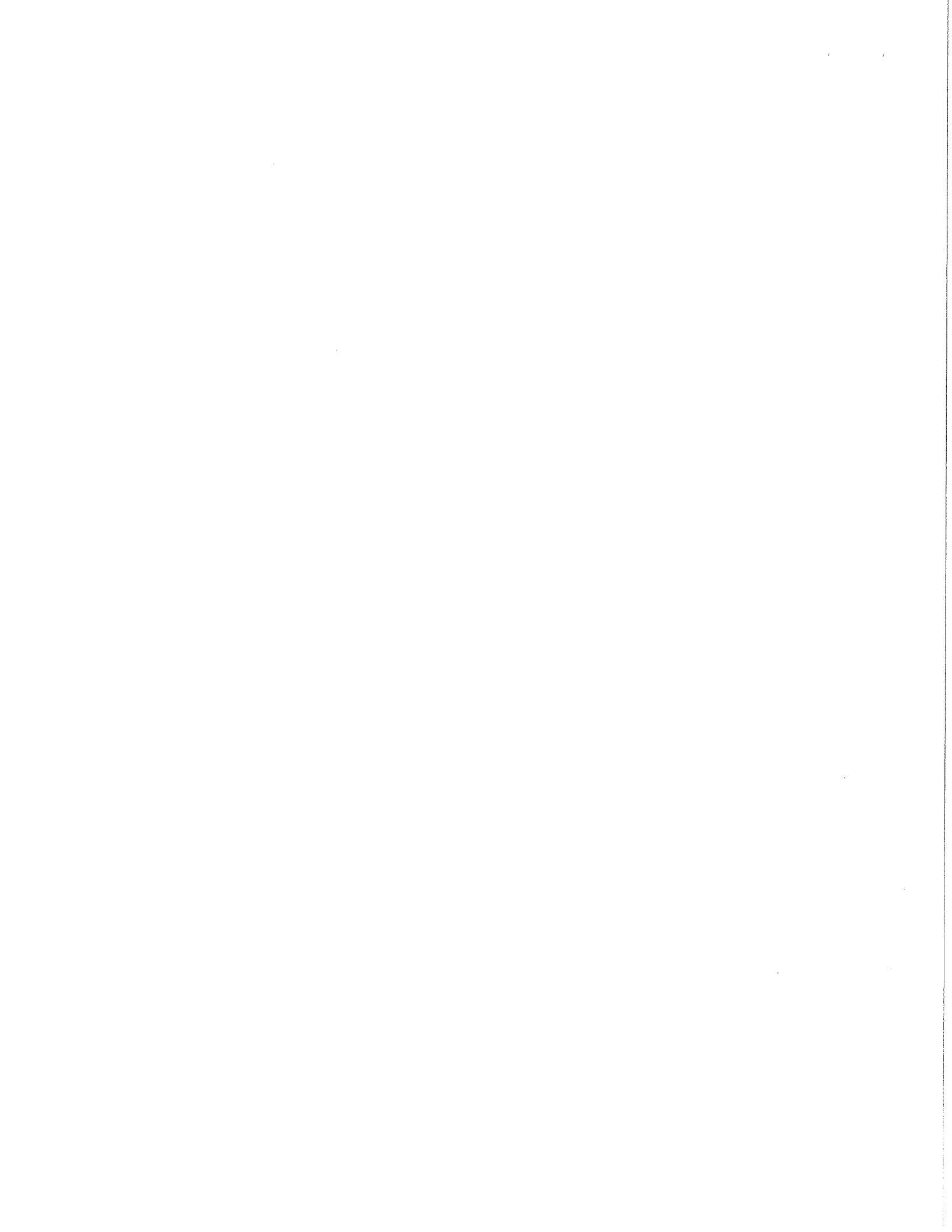
262-792-2212  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.









## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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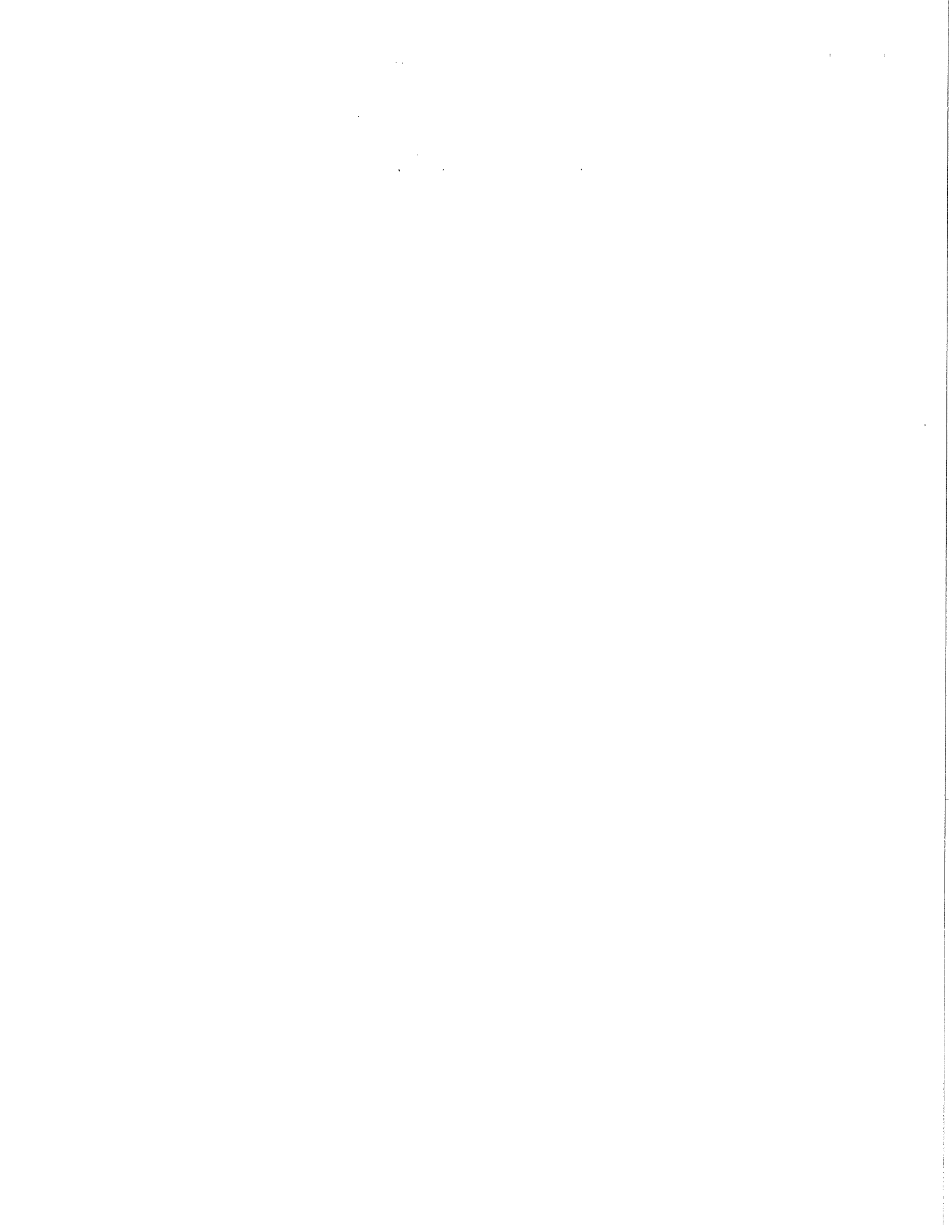
Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.



## SECTION G: AGREEMENT

THIS AGREEMENT made this 17 day of April in the year Two Thousand and Thirteen between R.G. HUSTON COMPANY, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted APRIL 16, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

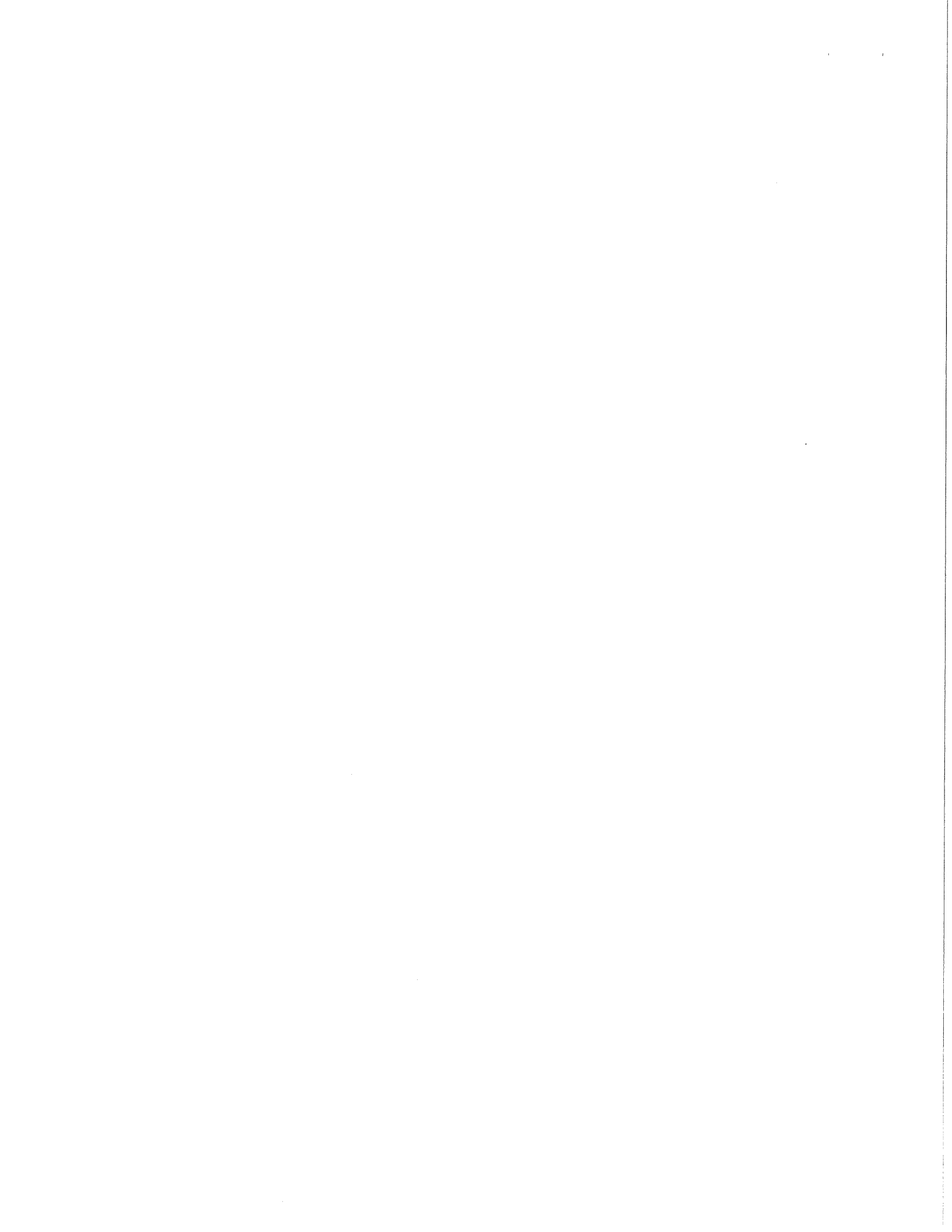
### EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT- 2013 CONTRACT NO. 6992

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION, NINE HUNDRED ELEVEN THOUSAND, THREE HUNDRED SEVENTY-SEVEN DOLLARS AND TWENTY FOUR CENTS (\$1,911,377.24) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided.

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

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



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

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

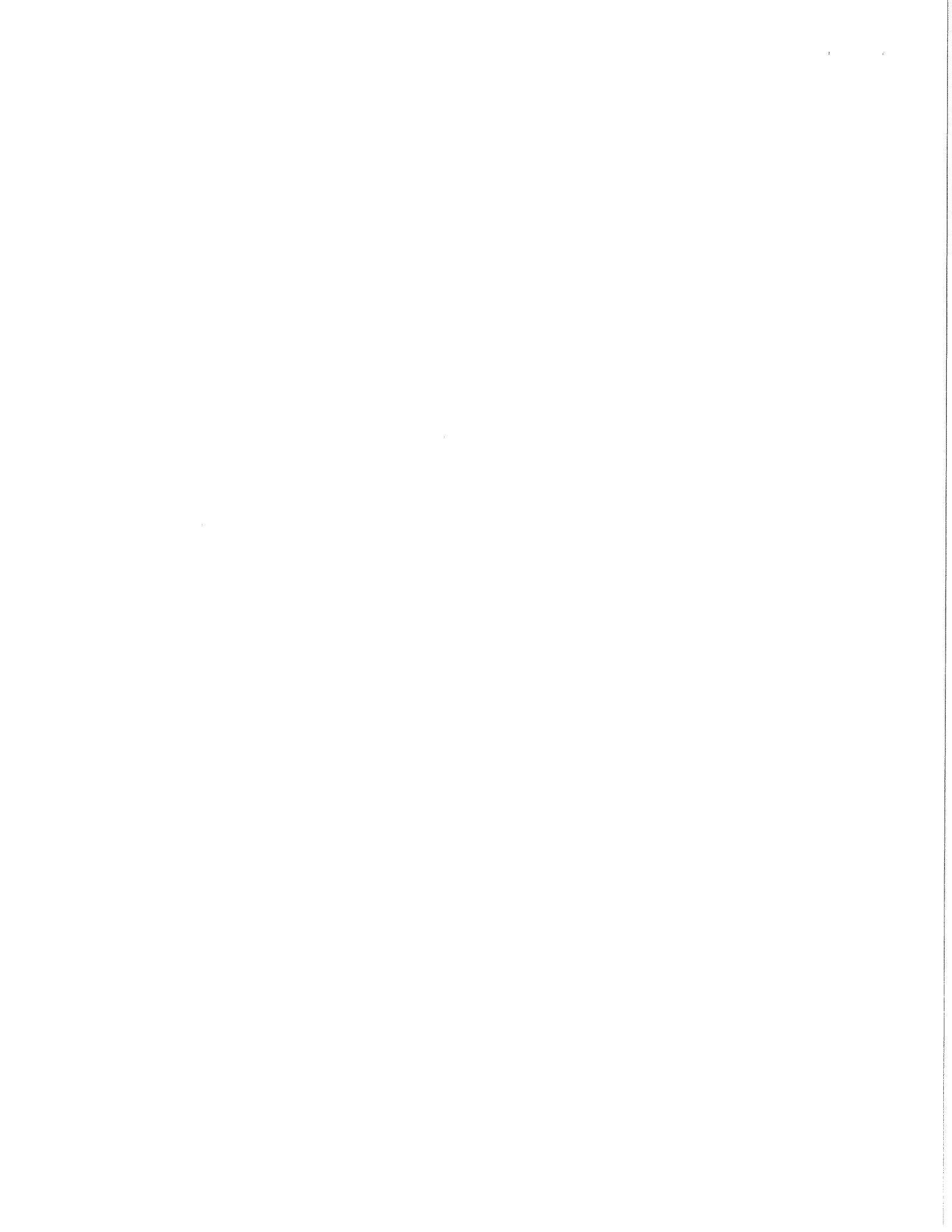
“Laborers, Workers, and Mechanics” include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

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

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

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

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



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

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

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

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

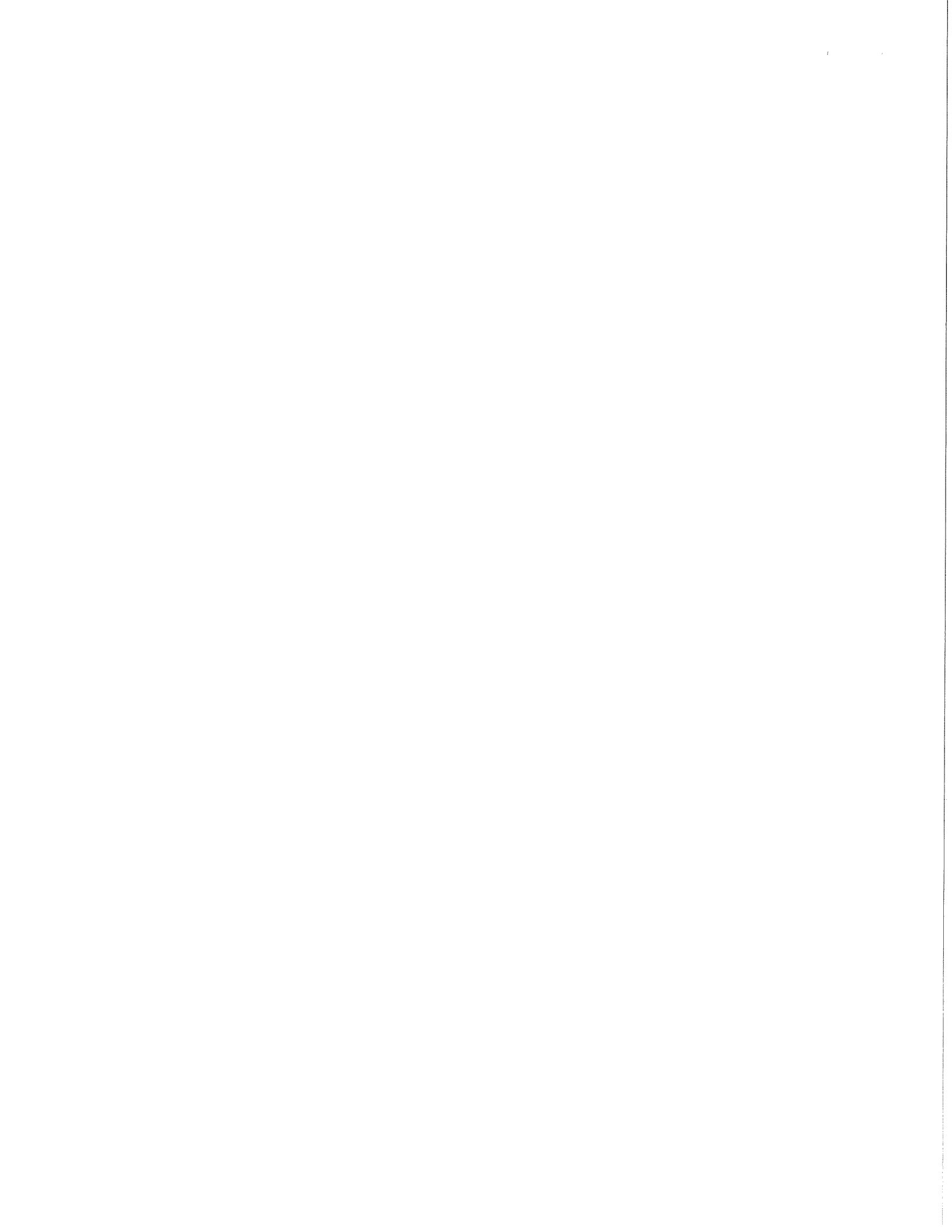
Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment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

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

**Apprentices and Subjourneypersons.** Apprentices and subjourneypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

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





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

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

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

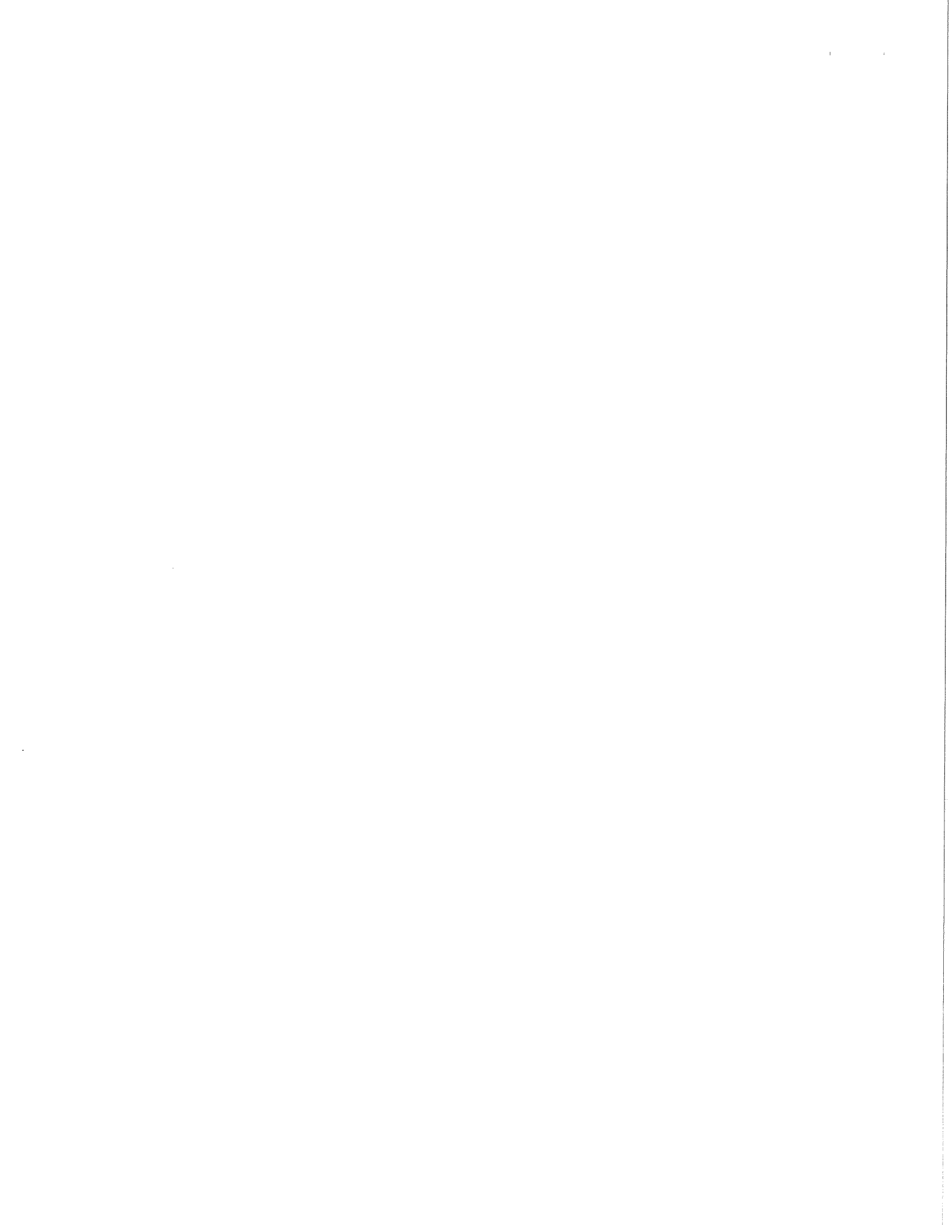
- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors and agents who worked on the contract.
- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

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

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

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

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



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

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

## Articles of Agreement

### Article I

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

### Article II

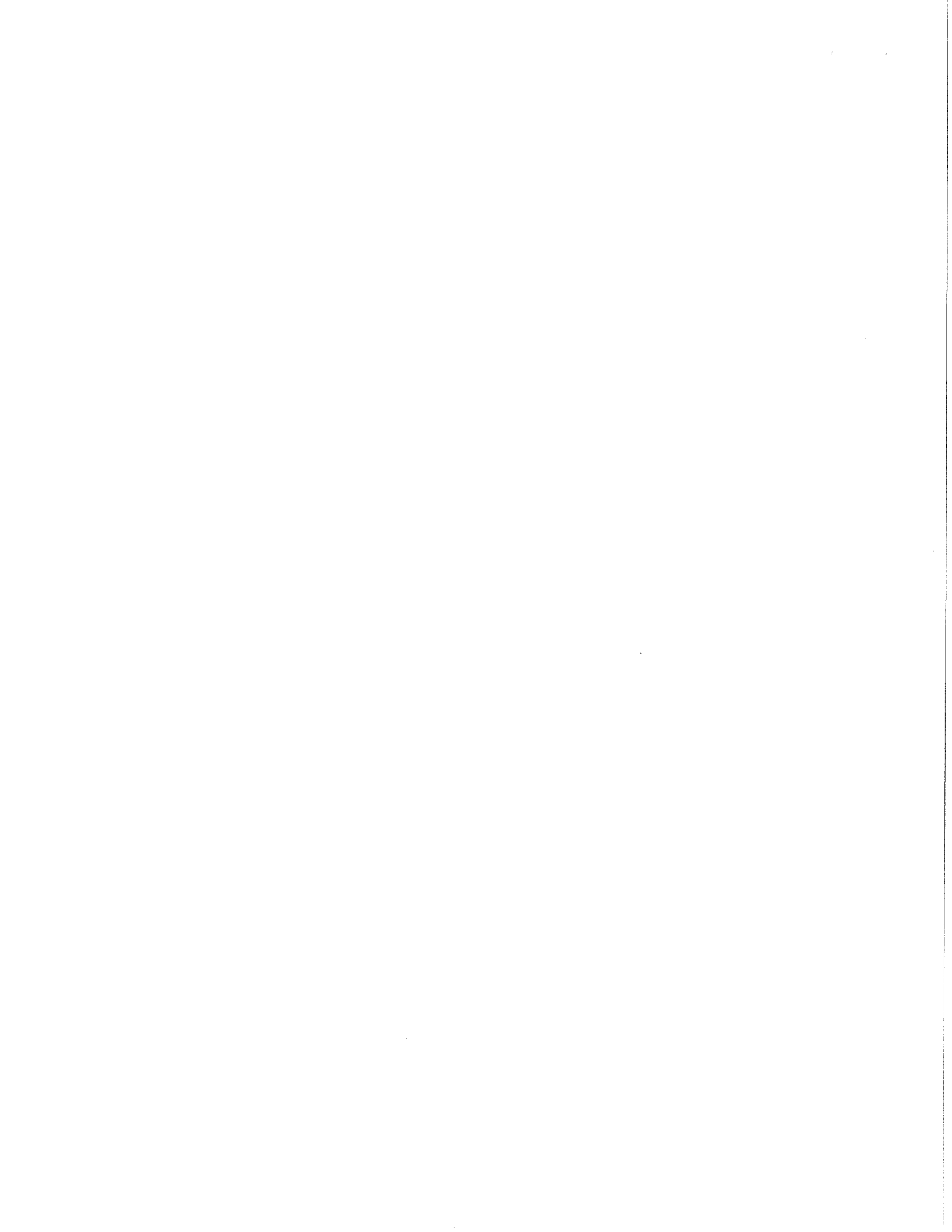
The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

### Article III

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

### Article V

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



## Article VI

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

## Article VII

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

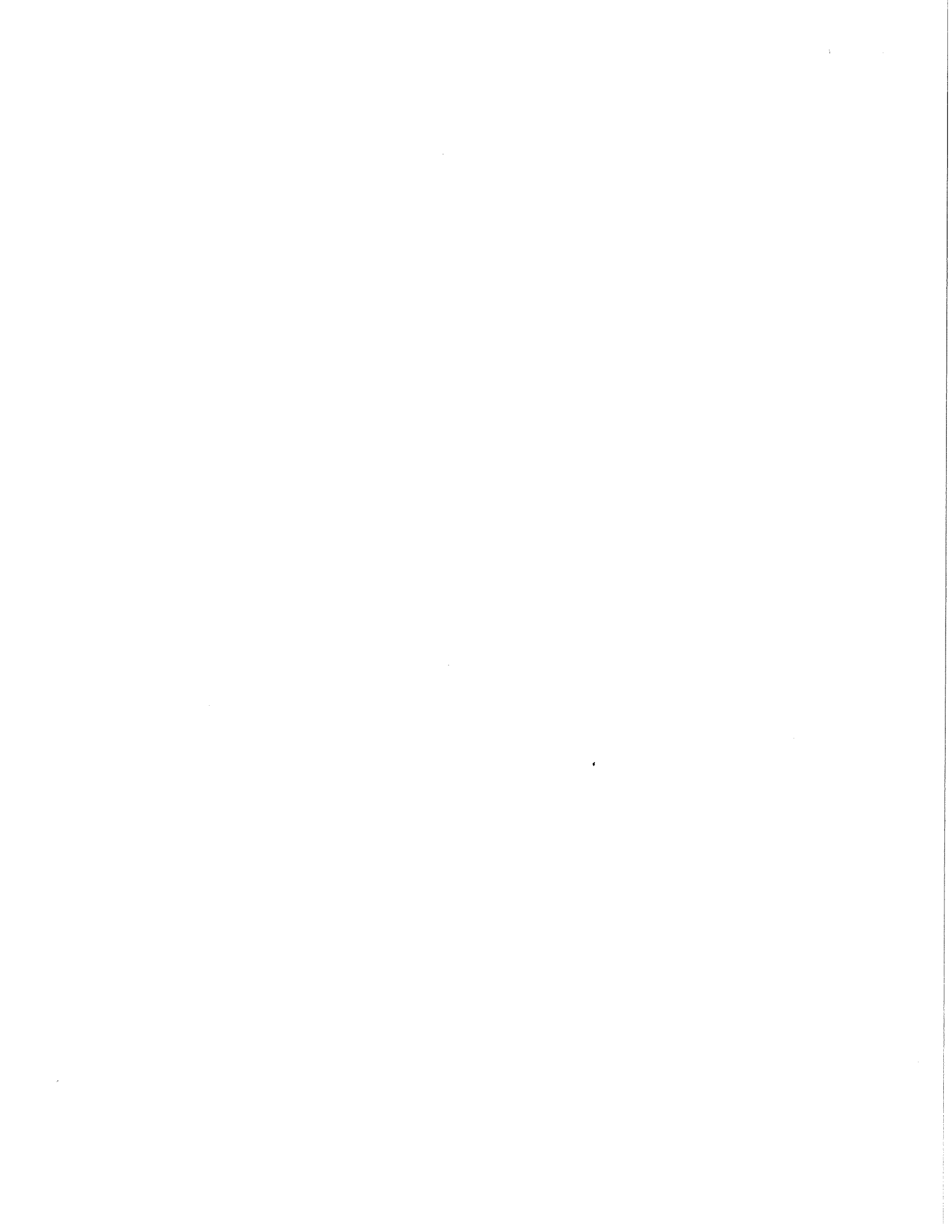
1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such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

## Article VIII

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

## Article IX

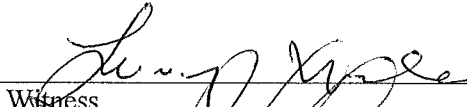

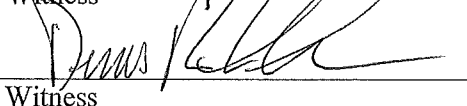

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

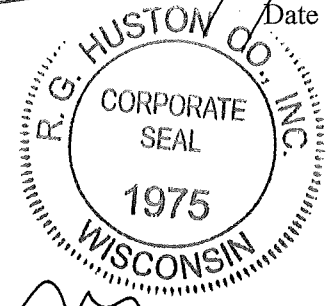


**EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

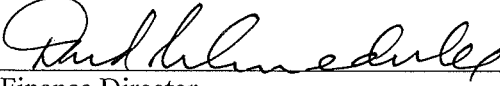

		<u>R. G. HUSTON COMPANY, INC.</u>	
		Company Name	
	<u>4/11/13</u>		<u>4/11/13</u>
Witness	Date	President	Date
	<u>4/11/13</u>		<u>4/11/13</u>
Witness	Date	Secretary	Date



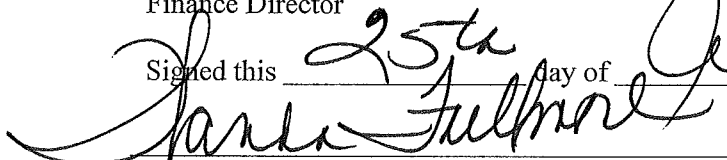
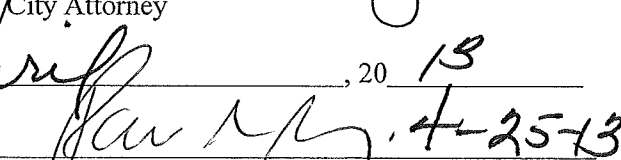


CITY OF MADISON, WISCONSIN

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

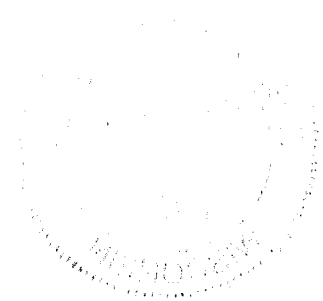
Approved as to form:

	
Finance Director	City Attorney

Signed this 25th day of April, 20 13

	
Witness	Mayor
	<u>4-25-13</u>
Witness	Date
	
	City Clerk
	<u>4-22-13</u>
	Date





**SECTION H: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON COMPANY, INC.  
as principal, and BERKLEY REGIONAL INSURANCE COMPANY  
Company of Des Moines, Iowa as surety, are held and firmly bound unto the City of  
Madison, Wisconsin, in the sum of ONE MILLION, NINE HUNDRED ELEVEN THOUSAND,  
THREE HUNDRED SEVENTY-SEVEN DOLLARS AND TWENTY FOUR CENTS (\$1,911,377.24),  
lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind  
ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully  
perform all of the terms of the Contract entered into between him/herself and the City of Madison for the  
construction of:

**EAST DAYTON STEET AND NORTH BREARLY STREET ASSESSMENT DISTRICT-  
2013  
CONTRACT NO. 6992**

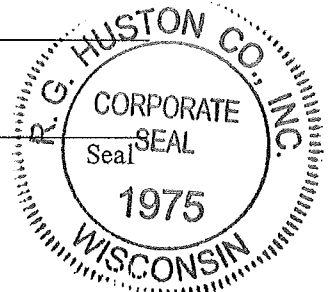
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the  
prosecution of said work, and save the City harmless from all claims for damages because of negligence  
in the prosecution of said work, and shall save harmless the said City from all claims for compensation  
(under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is  
to be void, otherwise of full force, virtue and effect.

Signed and sealed this 17th day of April, 2013

Countersigned:

[Signature]  
Witness  
[Signature]  
Secretary

R. G. HUSTON COMPANY, INC.  
Company Name (Principal)  
[Signature]  
President



Approved as to form:

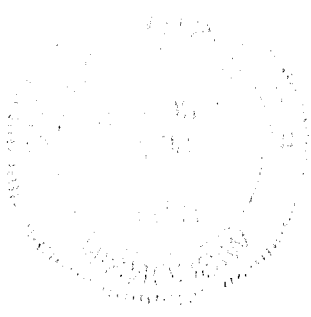
[Signature]  
City Attorney

BERKLEY REGIONAL INSURANCE COMPANY  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact Dennis M. Barton

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
License No. 125401 for the year 20 13, and appointed as attorney-in-fact with  
authority to execute this payment and performance bond which power of attorney has not been revoked.

April 17, 2013  
Date

[Signature]  
Agent Signature Dennis M. Barton



POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph L. Vigna, Dennis M. Barton or Elizabeth M. Fedyn of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifteen Million and 00/100 Dollars (\$15,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

- “RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further
- RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
- RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
- RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.”

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of March, 2008.

Attest:  
By [Signature]  
Ira S. Lederman  
Senior Vice President & Secretary

Berkley Regional Insurance Company  
By [Signature]  
Robert P. Cole  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )  
  ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of March, 2008, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2012

[Signature]  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of April, 2013

(Seal) [Signature]  
John F. Beers

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

**Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.**

**To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)**

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**Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:**

**Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

**Or**

**email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)**

**Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.**

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 01/10/2013  
Amended On: 02/18/2013

**DETERMINATION NUMBER:** 201300080

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

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

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MADISON-ENGINEERING

<b>CLASSIFICATION:</b>	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
<b>FUTURE INCREASE:</b>	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
<b>PREMIUM PAY:</b>	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
<b>DOT PREMIUM:</b>	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on the **site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division; Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

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

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

**s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.**

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

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99



Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	32.01	16.85	48.86
121	Metal Building Erector	18.05	8.08	26.13
122	Millwright	31.76	15.36	47.12
123	Overhead Door Installer	13.50	0.00	13.50
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.66	15.31	45.97
127	Pipeline Fuser or Welder (Gas or Utility)	30.18	19.29	49.47
129	Plasterer	30.03	16.36	46.39
130	Plumber	36.17	15.37	51.54
132	Refrigeration Mechanic	42.45	16.71	59.16
133	Roofer or Waterproofer	30.40	2.23	32.63
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	21.89	11.85	33.74
138	Temperature Control Installer	41.20	16.21	57.41
139	Terrazzo Finisher Future Increase(s): Add \$ .80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher Future Increase(s): Add \$ .80/hr on 6/1/2013.	23.77	16.50	40.27
142	Tile Setter Future Increase(s): Add \$ .80/hr on 6/1/2013.	29.71	16.50	46.21
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$ .80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Sliding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

**TRUCK DRIVERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	31.89	17.98	49.87
203	Three or More Axle	18.00	11.45	29.45
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	11.45	29.45

**LABORERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.31	12.67	30.98
314	Railroad Track Laborer	23.41	6.91	30.32
315	Final Construction Clean-Up Worker	24.69	12.90	37.59

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
509	<p>Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. &amp; Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts &amp; Gantrys (20,000 Lbs. &amp; Over).</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p> <p>Premium Increase(s): Add \$.25/hr for all &gt;45 Ton lifting capacity cranes.</p>	34.12	18.46	52.58
510	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erecton, 25 Ft &amp; Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).</p>	32.42	17.97	50.39
511	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width &amp; Over, or Tractor Mounted, Towed &amp; Light Equipment); Concrete Pump (46 Meter &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p>	32.39	18.46	50.85
512	<p>Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width &amp; Under, or Tractor Mounted, Towed &amp; Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket &amp; Under); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p>	30.32	18.46	48.78

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	31.32	17.95	49.27
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2013; Add \$1.75/hr on 02/01/2014	26.69	16.65	43.34

**SEWER, WATER OR TUNNEL CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.09	16.13	48.22
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
130	Plumber	36.97	17.66	54.63

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.54	13.85	31.39
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.53	13.89	39.42
303	Landscaper	26.92	12.51	39.43



Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.09	16.13	48.22
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	31.29	15.34	46.63
124	Painter	26.65	13.10	39.75
125	Pavement Marking Operator	29.22	16.71	45.93
126	Piledriver	30.66	15.31	45.97
133	Rofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.00	46.64
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	33.22	18.90	52.12
203	Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	23.31	17.13	40.44
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	27.77	19.90	47.67
205	Pavement Marking Vehicle	23.84	14.94	38.78
206	Shadow or Pilot Vehicle	33.22	18.90	52.12
207	Truck Mechanic	22.50	16.19	38.69

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.35	13.90	42.25
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.35	13.90	42.25
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32

**HEAVY EQUIPMENT OPERATORS  
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml</a>.</p>	34.22	19.90	54.12
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):</p>	33.96	19.90	53.86

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	25.74	15.85	41.59
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90



**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	31.48	15.68	47.16
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	17.00	0.00	17.00

**LABORERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	27.20	13.37	40.57
303	Landscaper	18.25	1.11	19.36
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn)-5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml</a>.</p>	34.22	19.90	54.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml</a>.</p>	33.96	19.90	53.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.82	17.98	47.80
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

**RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	19.50	11.10	30.60
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason	23.00	0.00	23.00
104	Cabinet Installer	16.25	3.22	19.47
105	Carpenter	30.16	1.36	31.52
106	Carpet Layer or Soft Floor Coverer	23.95	6.48	30.43
107	Cement Finisher	22.46	2.71	25.17
108	Drywall Taper or Finisher	15.50	0.00	15.50
109	Electrician	17.00	13.64	30.64
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	18.52	5.93	24.45
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	35.00	0.00	35.00
115	Insulator (Batt or Blown)	18.50	13.98	32.48
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	1.36	31.52
119	Marble Finisher	16.50	2.38	18.88
120	Marble Mason	23.00	0.00	23.00
121	Metal Building Erector	16.52	1.82	18.34
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	23.00	11.27	34.27
125	Pavement Marking Operator	28.10	15.00	43.10

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
129	Plasterer	20.00	0.00	20.00
130	Plumber	38.90	0.00	38.90
132	Refrigeration Mechanic	33.00	1.79	34.79
133	Roofer or Waterproofer	17.50	3.73	21.23
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	19.23	1.46	20.69
138	Temperature Control Installer	21.00	0.00	21.00
139	Terrazzo Finisher	26.57	16.00	42.57
140	Terrazzo Mechanic	30.01	17.13	47.14
141	Tile Finisher	20.60	4.88	25.48
142	Tile Setter	19.00	0.00	19.00
143	Tuckpointer, Caulker or Cleaner	32.50	2.84	35.34
146	Well Driller or Pump Installer	19.00	7.30	26.30
147	Siding Installer	19.07	0.00	19.07

**TRUCK DRIVERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

**LABORERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer	19.80	7.22	27.02
302	Asbestos Abatement Worker	18.00	6.24	24.24
303	Landscaper	13.15	6.51	19.66



Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); WInches & A-Frames.	31.89	18.20	50.09
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	28.70	4.91	33.61

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