

Contract Routing Form

ROUTING: Routine

printed on: 09/05/2014

Contract between: Speedway Sand and Gravel Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Lower Badger Mill Creek Sanitary Sewer Interceptor PH 2

Contract No.: 7291
 Enactment No.: RES-05-14-00647
 Dollar Amount: 1,608,291.97

File No.: 35132
 Enactment Date: 9/5/14

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-8-14	9-8-14
Director of Civil Rights	9-9-14	9/10/14 MOD.
Risk Manager	09-10-2014	9/10/14 KSV
Finance Director	9.10.14 KSV	09-11-2014
City Attorney	1200 9-11-14	
Mayor	9-16-14	9/16/14

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

PO# 81537291

Original + 2 Copies

9/10/14 KSV

09/05/2014 15:46:18 enjap - M Moder - 266-4751

Dis Rights: OK (N/A) / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: see above
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 35132

File ID: 35132	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 08/07/2014
File Name: Awarding Public Works Contract No. 7291, Lower Badger Mill Creek Sanitary Sewer Interceptor Phase 2.		Final Action: 09/02/2014

Title: Awarding Public Works Contract No. 7291, Lower Badger Mill Creek Sanitary Sewer Interceptor Phase 2.

Notes: Mark Moder

CC Agenda Date: 09/02/2014

Agenda Number: 56.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 09/05/2014

Attachments: Contract 7291.pdf

Enactment Number: RES-14-00647

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	08/20/2014	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	08/08/2014	Refer	BOARD OF PUBLIC WORKS	08/20/2014	08/20/2014	
Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 8/20/2014							
Notes:							

1	BOARD OF PUBLIC WORKS	08/20/2014	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
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Action Text: A motion was made by Fix, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.

Notes:

1	COMMON COUNCIL	09/02/2014	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
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Action Text: A motion was made by Schmidt, seconded by DeMarb, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 35132

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 7291, Lower Badger Mill Creek Sanitary Sewer Interceptor Phase 2.

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7291) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7291
LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2

SPEEDWAY SAND & GRAVEL, INC.

\$1,608,291.97

Acct. No. ES01-58275-810550-00-53W1299
Contingency 8%±

\$1,608,291.97
128,668.03

GRAND TOTAL

\$1,736,960.00

SON

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

Tuesday, September 2, 2014

Page 2

MOSCA, ELIZABETH
MIDDLETON WI

Year of Birth: 1957
Status: Active
License Number: 2530156
NPN**: 12305256
Effective Date: 11-18-2008
Expiration Date: 03-31-2015
License Type: Resident Intermediary Indv
CE Compliance: 03-31-2015

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	11-25-2008	Active
Casualty	Resident	11-18-2008	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Casualty	CAS/Active	05-21-2013		
Company of Reading, Pennsylvania	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
American Economy Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American Fire and Casualty Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American States Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Berkley Regional Insurance Company	CAS/Active	01-12-2009		
	PROP/Active	01-12-2009		
Colonial American Casualty and Surety Company	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
Consolidated Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Continental Casualty Company	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		

	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Continental Insurance Company, The	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
Fidelity and Deposit Company of Maryland	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
First National Insurance Company of America	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
First Sealord Surety, Inc.	CAS/Inactive	09-17-2009	02-08-2012	Canceled
General Insurance Company of America	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Granite Re, Inc.	CAS/Active	01-14-2009		
Guarantee Company of North America USA, The	CAS/Inactive	01-22-2009	12-28-2011	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Indiana Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Liberty Mutual Insurance Company	CAS/Inactive	02-04-2010	08-25-2014	Canceled
Merchants Bonding Company (Mutual)	CAS/Active	05-03-2013		
	CAS/Inactive	12-03-2008	10-12-2010	Canceled
Merchants National Bonding, Inc.	CAS/Active	05-03-2013		
Midwestern Indemnity Company, The	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
National Fire Insurance Company of Hartford	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Netherlands Insurance Company, The	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
	CAS/Inactive	01-18-2010	08-25-2014	Canceled

Ohio Casualty Insurance Company, The	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Ohio Security Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Old Republic Insurance Company	CAS/Active	12-30-2010		
	CAS/Inactive	12-20-2008	07-06-2010	Canceled
Old Republic Surety Company	CAS/Active	12-30-2010		
	CAS/Inactive	12-20-2008	07-06-2010	Canceled
Peerless Indemnity Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Peerless Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
SAFECO Insurance Company of America	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
SAFECO Insurance Company of Illinois	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Star Insurance Company	CAS/Inactive	07-06-2010	04-19-2011	Canceled
	PROP/Inactive	07-06-2010	04-19-2011	Canceled
Transportation Insurance Company	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
United Fire & Casualty Company	CAS/Active	10-03-2013		
	PROP/Active	10-03-2013		
Valley Forge Insurance Company	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
West American Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
West Bend Mutual Insurance Company	CAS/Active	08-08-2011		
	PROP/Active	08-08-2011		
Western National Mutual Insurance Company	CAS/Active	04-03-2014		
	PROP/Active	04-03-2014		
Western Surety Company	CAS/Active	09-25-2013		
	CAS/Inactive	01-08-2009	10-28-2010	Vol. Surrender per Agent Rqst
Zurich American Insurance Company	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		

* 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.

\$1,608,291.97
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2

CONTRACT NO. 7291

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 2, 2014

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2
CONTRACT NO. 7291**

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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

RFP: MM

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2
CONTRACT NO.:	7291
SBE GOAL	9%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	August 8, 2014
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	August 8, 2014
BID SUBMISSION (1:00 P.M.)	August 15, 2014
BID OPEN (1:30 P.M.)	August 15, 2014
PUBLISHED IN WSJ	8/1/14 & 8/8/14

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 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, www.cityofmadison.com/Business/PW/specs.cfm.

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 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 General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

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 thereof 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 or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, 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. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

PREVAILING WAGE RATES

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

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 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units

- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285 Sewer Lining
- 290 Sewer Pipe Bursting
- 295 Soil Borings
- 300 Soil Nailing
- 305 Storm & Sanitary Sewer Laterals & Water Svc.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402 Building Automation Systems
- 403 Concrete
- 404 Doors and Windows
- 405 Electrical - Power, Lighting & Communications
- 410 Elevator - Lifts
- 412 Fire Suppression
- 413 Furnishings - Furniture and Window Treatments
- 415 General Building Construction, Equal or Less than \$250,000
- 420 General Building Construction, \$250,000 to \$1,500,000
- 425 General Building Construction, Over \$1,500,000
- 428 Glass and/or Glazing
- 429 Hazardous Material Removal
- 430 Heating, Ventilating and Air Conditioning (HVAC)
- 433 Insulation - Thermal
- 435 Masonry/Tuck pointing

- 437 Metals
- 440 Painting and Wallcovering
- 445 Plumbing
- 450 Pump Repair
- 455 Pump Systems
- 460 Roofing and Moisture Protection
- 464 Tower Crane Operator
- 461 Solar Photovoltaic/Hot Water Systems
- 465 Soil/Groundwater Remediation
- 466 Warning Sirens
- 470 Water Supply Elevated Tanks
- 475 Water Supply Wells
- 480 Wood, Plastics & Composites - Structural & Architectural
- 499 Other _____

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: www.dhs.wisconsin.gov/Asbestos/Cert. 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 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: SMALL BUSINESS ENTERPRISE

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/aaTBDir.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/aaTBDir.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 with the bid: 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-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (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.

SECTION D: SPECIAL PROVISIONS

LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2 CONTRACT NO. 7291

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: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are 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 or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

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 \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The Contractor shall execute signing of this contract completely prior to SEPTEMBER 2, 2014. No extension to the above date will be permitted.

ARTICLE 104 SCOPE OF WORK

This project involves the installation of 832 feet of 27 inch, 1444' of 24 inch, 5507' feet of 21" inch diameter sewer. The project scope includes a bore and jack pipe crossing of Mineral Point Road as well as ditch grading work and road work.

Roadwork will consist of

- Pioneer Road: 120' north of Fallen Oak to 200' north of Tumbledown Trail
New Road to consist of 12" crushed aggregate base course consisting of 6" depth of gradation 1 and 6" depth of gradations 2 and gradation 3 (top few inches for leveling

purposes only) with a total depth 4" of 12.5 mm, Type E-1 asphaltic pavement. 2.25" binder and 1.75" of surface course.

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.

ARTICLE 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

ARTICLE 105.12 COOPERATION BY THE CONTRACTOR

The City is in the process of reconstruction on South Point Road from Valley View Road to Mineral Point Road which also includes a road closure. The City will not allow closure of South Point Road and Pioneer Road at the same time. No work shall be done on Pioneer Road until there is a hard road surface (asphalt surface or binder) on South Point Road. Temp Asphalt (Cold Asphalt Patch) will not be considered an acceptable hard asphalt surface over the winter months. This may result in the sewer project being completed in 2015. The Contractor will be compensated for one Mobilization (BID ITEM 10914 MOBILIZATION) regardless if the work is completed in 2014 or 2015. If the Contractor elects to stop work and remobilize in the spring, the contractor will not be paid for an additional mobilization.

Final pavement surface course on Pioneer shall not be installed after October 15th 2014. It is anticipated that final paving on Pioneer Road will be completed in the Spring, 2015.

This project involves the installation of sanitary sewer within sanitary sewer easements. A large amount of the land is being utilized for farming. The temporary easement for the Keleny property (7486 Valley View Road) will expire at the end of 2014. Any work after 2014 on the Keleny property shall be restricted to the limits of the permanent easement. It is expected that this contract will be completed by the end of 2014 but if the contract does extend into 2015, work on the Keleny property shall only be completed within the permanent easement as shown on the plan set. The Keleny's have requested that access to their property be limited to driveway only and have requested that orange safety construction fence be installed after the trees in the permanent easement have been removed.

Contractor shall exercise caution when working in the area of the overhead power lines on Pioneer Road, Valley View Road and Mineral Point Road.

If the contractor decides to do construction work during the winter months, the contractor shall use cold weather protection measures incidental to the contract work completed.

Maintaining access is a high priority for the project. Tumbledown Trail is a cul-de-sac street where there are homes under construction and where deliveries are expected while the Pioneer Road work is underway. 3577 and 3581 Pioneer Road share a driveway, 3612 & 3624 Pioneer are businesses that have truck traffic throughout the day. Contractor shall provide and remove a temporary driveways to maintain access to properties if the contractor and property owners cannot agree upon on a time period of temporary closure (BID ITEM 90071 INSTALL AND REMOVE TEMPORARY DRIVEWAY). The Contractor may also install a gravel trench patch (BID ITEM 50227 UTILITY TRENCH PATCH TYPE IV) if access to a property cannot be maintained through the old road. Access shall be provided to Keleny's property 7486 Pioneer Road at all times during construction.

There are 2 different seed mixes being called for with this project. The temporary seed mix is to be utilized in the lands being used for cropland, and the sun terrace seed mix is to be used in the remaining

disturbed area not being used as cropland (road terraces and through Veridian's Birchwood Point plat(STA 84+34 to north project limits).

ARTICLE 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable, complete Traffic Control Plan including all necessary phases, 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 article of the Special Provisions. The contractor shall not start work on this project until the City 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.

Moving traffic control devices as construction progresses shall be considered incidental. The Contractor shall also install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The General Contractor shall be responsible for making daily inspections of the traffic control to ensure that all required signs are in place and all warning lights are functional.

The City is in the process of reconstructing South Point Road from Valley View Road to Mineral Point Road which also includes a road closure. The City will not allow closure of South Point Road and Pioneer Road at the same time. No work shall be done on Pioneer Road until there is a hard road surface (asphalt surface or binder) on South Point Road. If there is not a hard road surface on South Point Road by Oct 19th, work on Pioneer Road and the sewer north to Mineral Point shall be delayed until 2015 until the asphalt plants reopen.

Pioneer Road may be closed to through traffic (open to local traffic), at Valley View Road and Mineral Point Road in order to install the new sewer between STA 40+00 to STA 50+40 on the plan set. Local and emergency vehicle access shall be maintained at all times. The duration of the closure shall at a maximum of 28 CALENDAR days.

All informational message board signs shall be installed one week ahead of road closure. One electronic message board should be placed north of the proposed sewer construction work, 100' south of Mineral Point Road, the message shall read "PIONEER ROAD CLOSED, AT MINERAL POINT, DATE TO DATE". Another electronic message board should be placed south of the proposed sewer construction work 100' north of Valley View Road, the message shall read "PIONEER ROAD CLOSED, AT VALLEY VIEW, DATE TO DATE". The location and the message on the electronic message boards may be changed during the project. The contractor shall consider these changes incidental to providing the message boards.

During the closure of Pioneer Road barricades shall be placed north of the Valley View Road - Pioneer Road intersection for northbound traffic and south of the Mineral Point Road - Pioneer Road intersection for southbound traffic. A sign on the barricades shall read: "ROAD CLOSED TO THRU TRAFFIC". Additionally "ROAD CLOSED AHEAD" signs with a "PIONEER ROAD" plaque shall be placed 200' in advance of Pioneer Road in both directions on Valley View Road and Mineral Point Road.

The contractor shall maintain all travel lanes on Mineral Point Road at all times, including the duration of work for the pipe crossing of Mineral Point Road.(BID ITEM 90077 BORE AND JACK 21" DIAMETER SANITARY SEWER AND CASING).

Prior to construction, the Contractor shall provide the Engineer, City and local police department with the name and telephone number of a local person responsible for emergency maintenance of traffic control.

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, one (1) working day prior to placement of the plates.

It is anticipated that a temporary driveway will be needed to provide access to the shared driveway on Valley View Road (STA 44+65, 3581 and 3577 Pioneer Road) PAYABLE UNDER BID ITEM 90071 INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT.

The Contractor shall provide ADA/Handicap Accessible pedestrian access, where such accommodations are originally available, at all intersections within the construction area at all times.

Access to all driveways within the project limits shall be provided at all times. Interruption of access to a property, which is necessary for the project, shall be granted only after discussion(s) with the affected property owner(s)/occupants and only for times and durations that will minimize impact on the property owner(s)/ occupants. Contractor shall provide 3 days advance notice when a driveway be closed for the project.

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 Luke Peters, Traffic Engineering Division, 267-1969, with any questions concerning these traffic control specifications.

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

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil and seed, City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control 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.

ARTICLE 108.2 **PERMITS AND LICENSING**

The City of Madison shall submit a DNR Notice of Intent (NOI) to obtain coverage under the Construction Site General Permit No. WI-S067831-2 for construction site erosion control.

The Contractor shall meet the conditions of the permit by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, they shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

The NOI permit covers trench dewatering to a maximum of 70 gallons/minute from the project provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

The proposed sewer work on Pioneer Road will require a Right of Way (R.O.W.) permit from the Town of Middleton. The City of Madison will obtain this permit. It shall be the responsibility of the contractor to conform to all of the criteria of the Town Middleton R.O.W. permit.

The proposed sewer work across Mineral Point Road will require a Right of Way (R.O.W.) permit from the Dane County. The City of Madison will obtain this permit. It shall be the responsibility of the contractor to conform to all of the criteria of the Dane County permit.

ARTICLE 109.2

PROSECUTION OF WORK

The Contractor may begin work on before **September 22, 2014** or earlier if the contract is full executed by the City prior to that date. The project as a whole shall be completed by **May 22, 2015**. The total number of calendar days for completion of the project work is **110 CALENDAR DAYS**. At the Contractor's choice, the contractor will be allowed to shut down on one instance upon providing notice to the construction engineer. Upon restarting work, the Contractor shall continue work continuously until project completion.

No work shall be done on Pioneer Road until South Point Road is open to general traffic upon completion of the South Point Road Reconstruction project which is expected to be around October 19th, 2014.

Due to the flat slopes of the proposed sewer throughout the project, the Contractor shall be required to start at the low end of the sewer and work up grade. The Contractor shall not be allowed to construct the sewer north from Pioneer Road to Mineral Point Road until the sewer in Pioneer Road is installed.

Pioneer Road may be closed to traffic for a maximum duration of 28 calendar days.

If the Contractor begins work in Pioneer Rd in 2014, the contractor shall be required to complete all work on Pioneer except the final bituminous surface layer before suspending operations for the winter. Final pavement surface course on Pioneer shall not be installed until after October 15th, 2014. It is anticipated that final paving on Pioneer Road will be completed in the Spring, 2015. A gravel road or temporary cold patch asphalt surface shall not be allowed for the duration of the winter on Pioneer Road. Once the work is started on Pioneer Rd, the Contractor shall continue work on Pioneer Rd through completion except for the single suspension of the work which is allowed for the Winter of 2014-2015.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 A.M. to 7:00 P.M.

ARTICLE 109.9 LIQUIDATED DAMAGES

PIONEER ROADWORK

If the Contractor begins work on Pioneer Rd in 2014, the fixed, agreed, and liquidated damages for failure to complete all work within the Pioneer Rd right of way, except for the final bituminous pavement surface layer, prior to Nov, 26, 2014 shall be \$670 per calendar day for every day that the work shall remain incomplete or until such time as the work within the Pioneer Rd right of way resumes in the spring of 2015.

The fixed, agreed, and liquidated damages for failure to complete all work within the Pioneer Road right of way within 28 Calendar Days shall be \$670 per calendar day for every day that the work shall remain incomplete.

PROJECT IN ENTIRITY

The fixed, agreed, and liquidated damages for failure to complete all work contained within this project within 110 calendar days shall be \$670 per calendar day for every day that the work shall remain incomplete.

The fixed, agreed, and liquidated damages for failure to complete all work contained within this project prior to May 22, 2015 shall be \$670 per calendar day for every day that the work shall remain incomplete.

LIQUIDATED DAMAGES GENERAL

In no event shall the cumulative fixed, agreed, and liquidated damages for this project exceed \$670 per calendar day.

If one or more project milestone is missed, the fixed, agreed, and liquidated damages shall remain \$670 per day.

BID ITEM 20101 – FINISH GRADING

DESCRIPTION

FINISH GRADING shall include grading the sides slopes of the roadways and ditches to match the existing grading and sloping or as directed by the Construction Engineer. All work shall be in accord with the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

FINISH GRADING shall be measured by Lump Sum.

BASIS OF PAYMENT

FINISH GRADING shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

BID ITEM 20217 - CLEAR STONE 3”

DESCRIPTION

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized in **BID ITEM 21011- CONSTRUCTION ENTRANCE** and as part of the construction of **BID ITEM 21014 - CLEAR STONE BERM**.

METHOD OF MEASUREMENT

Clear Stone shall be measured by the ton in place.

BASIS OF PAYMENT

Clear Stone shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

BID ITEM 20218 - CRUSHED STONE (SAS ACCESS ROADS)

Bid Item CRUSHED STONE (SAS Access Roads) shall conform to the Standard Specifications - Article 202. Bid Item Crushed Stone (SAS Access Roads) shall be 10” in depth and shall be Gradation No. 2 Crushed Stone and shall be subject to the approval of the City Engineer

This bid item shall be used for the crushed stone used for constructing a 12’ wide SAS Access Road Temporary in accordance of S.D.D. 5.1.4 of the City of Madison Standard Specifications for Public Works Construction 2014 ed. and also is included on details page of the plan set. There will be no topsoil above the SAS access road in the farm fields.

SAS Access Road shall be installed from STA18+32 to STA 40+00 and STA 68+10 to 84+35.

BID ITEM 20314 – REMOVE PIPE STORM

DESCRIPTION

Remove pipe storm shall include all storm pipes removed below the roadway that are called out for replacement with the project including but not limited to the 5’ x 10’ box culvert located at STA 49+60. All pipe remove shall be completed in accordance with Article 203 of the City of Madison Specifications for Public Works Construction 2014 Edition. Temporary driveway culverts removed shall be paid for separately (SEE BID ITEM 90071 INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH

CULVERT). It is noteworthy that the plans call for saving the driveway culverts. If culverts that are called for being saved are damaged or removed by the contractor, they shall be replaced at the expense of the contractor. Removal of the Apron Endwalls per lineal foot shall be paid for under this bid item.

METHOD OF MEASUREMENT

REMOVE PIPE STORM shall be measured by the LINEAL FOOT

BASIS OF PAYMENT

REMOVE PIPE STORM shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

BID ITEMS 20402 & 20404 - CLEARING AND GRUBBING

The tree diameters shown on the plan set reflect the tree diameters measured when the project was originally designed in 2006. The City intends to provide staking of the easement limits and prospective bidders are encouraged to view the project site prior to submitting a bid. Brush removal shall be considered incidental to this bid item. Areas needing to be cleared are STA 12+50 to 18+25, STA 20+00 to STA 39+75, STA 51+25 to 53+75, STA 63+25 to 65+25, and STA 84+00 to 84+75.

Tree removals on the Keleny property, 7486 Valley View Road, shall include all of the trees located within the 20' wide permanent easement. The City requests that the Contractor limits the tree removal on in the 20' wide Temporary Easement area to only what needs to be removed to build the proposed sewer. However, if trees already appear to be dead, they can be removed with the project. The Temporary Easement is not to be cleared to the easement limits.

If there are trees from neighboring properties that will be in conflict with the proposed easement sewer work, the contractor shall only prune limbs and not remove the trees. Pruning will be considered incidental to the Clearing and Grubbing.

BID ITEM 20701 – SUN TERRACE SEEDING

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction for seed mix, installation seed rate and method including mulching, fertilizing soil stabilization and watering. This seed mix shall be utilized on Valley View Road (STA 10+00 to STA 18+32 Pioneer Road (STA 40+00 to STA 68+10) and the north end of the project: STA 84+35 to STA 87+89).

BID ITEM 20703 – TEMPORARY SEEDING

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction for seed mix, installation seed rate and method including mulching, fertilizing soil stabilization, and watering. This seed mix shall be utilized on the lands being utilized for farming: (STA 18+32 to STA 40+00 and STA 68+10 to 84+25). Temporary seeding shall not be placed over the gravel SAS access road.

BID ITEM 21014 – CLEAR STONE BERM FOR EROSION CONTROL

Work under this item shall include installation of an erosion control berm as directed in the field for erosion control. This item shall include the following:

1. Typical berm height of three (3) feet
2. Depth of berm from front to back will vary with height but will typically include 1:1 slopes and a two (2) foot flat top. So for standard height the depth will be eight (8) feet;
3. Width as determined in the field;
4. Consist of three (3) inches clear stone **paid under BID ITEM 20217;**

Payment shall be on as each berm is constructed, and includes all necessary maintenance (as directed by the Construction Engineer) and removal of the berm. Payment for the required stone shall be per ton and paid under **BID ITEM 20217**.

BID ITEM 21064 – EROSION MATTING CLASS I TYPE B

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. This item shall be used on the graded flow channels and the steep sideslopes as directed by the Construction Engineer. Where erosion matting is used, mulch shall not be used as part of the seeding.

BID ITEM 21011 - CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. The Construction Engineer shall locate construction Entrances and the Contractor based on site needs.

ARTICLE 501 – SEWERS AND SEWER STRUCTURES

SANITARY SEWER GENERAL

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

Sanitary sewer pipe work shall include installing new PVC ASTM F679, PS115 at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications. The project also includes a 75' long bore and jack of 21" diameter sewer main with casing across Mineral Point Road.

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 2014 ed.). Castings and frames not located within the pavement limits shall be drilled and tapped by the Neenah Foundry with 4 stainless steel hex bolts on SAS locations called for on the plan set (See Sheet U-19 Structure Table).

All new sewer main connections may be factory cored and shall be included in the structure. 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. Noteworthy, are the deep excavations in Pioneer Road (STA 40+00 to 44+00) and the Jovanovic property (STA 21+90 to 24+00 & STA 37+00 to 40+00).

BID ITEM 50212 – SELECT FILL FOR SANITARY SEWER

All fill material used in the sanitary sewer trench shall comply with the typical trench compaction requirements (SDD 5.2.1 and 5.2.2). On-site Trench excavation material may be used as backfill material provided that it is in conformance with the compaction requirements and free of organics. At a minimum, the top 3' of the sewer trench shall be imported select fill materials maintaining the 95% minimum density (Section 3 of SDD 5.2.2) Select Fill will be paid for by the trench foot regardless if the acceptable material is found on-site or if the material is hauled in from off-site.

BID ITEM 50702- 5' DIAMETER SAS
BID ITEM 50703- 6' DIAMETER SAS

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 2014 ed.). Castings and frames not located within the pavement limits shall be drilled and tapped by the Neenah Foundry with 4 stainless steel hex bolts(See SAS Structure Table on plan sheet U-19).

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 ten (10) feet long.

BID ITEM 90070 – REMOVE AND RESTORE GRAVEL DRIVEWAY

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary to remove and replace each of the driveways encountered while installing the proposed sanitary sewer main. Driveway access shall be maintained as much as possible throughout construction and at the end of each work day. The maximum length of time that driveway access may be closed is 12 hours. After construction, driveways shall be restored to their original condition with crushed stone pavement. Crushed stone shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

REMOVE AND RESTORE DRIVEWAY shall be measured as each completed unit.

BASIS OF PAYMENT

REMOVE AND RESTORE DRIVEWAY shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description.

BID ITEM 90071 –INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary to construct temporary driveways to maintain access to properties while installing the proposed sanitary sewer main. Driveway access must be maintained throughout construction to the Keleny property, 7498 Valley View Road. After construction, the temporary driveways shall be removed and the area will need to be restored to original condition with topsoil, seed and mulch. Crushed stone shall be considered incidental to this bid item. Also included will be any culverts and any maintenance necessary to keep the temporary driveway in drivable condition. Culverts for temporary shall match the diameter of the culvert of the driveway temporarily being relocated and provide adequate drainage during the construction process.

Due to the Deep excavation on Pioneer Road, a temporary driveway is anticipated to be needed STA 44+65 to the shared driveway to 3581 and 3577 Pioneer Road.

This item shall also be utilized if coordination of an agreeable driveway closure cannot be done.

METHOD OF MEASUREMENT

INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT shall be measured as each completed unit.

BASIS OF PAYMENT

INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description.

BID ITEM 90072- REMOVE AND REPLACE DRIVEWAY POST AND GATE

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary to remove and replace the Driveway Post and Gate as called for on the plan (STA 50+75 LT 8' and STA 50+97 LT 8') if it needs to be removed to install the proposed sewer.

METHOD OF MEASUREMENT

REMOVE AND REPLACE DRIVEWAY POST AND GATE shall be measured by the EACH post removed.

BASIS OF PAYMENT

REMOVE AND REPLACE DRIVEWAY POST AND GATE shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description

BID ITEM 90073- REMOVE & REPLACE FENCE

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary to remove and replace fencing (in kind) as called for on the plan set or encountered while installing the proposed sanitary sewer main. This is not intended for to be used for tin covered wood fence between Jovanovic and Olson Toon properties (Parcel #0708-294-9060-6 and 3570 Pioneer Road) which is intended to be kept in place.

METHOD OF MEASUREMENT

REMOVE FENCE shall be measured by the Linear foot of fence removed.

BASIS OF PAYMENT

REMOVE FENCE shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description

BID ITEM 90074- SALVAGE TOPSOIL

DESCRIPTION

Work under this bid item shall include stripping from over the sewer trench, stockpiling to one side of the exaction trench, segregation of vegetation from topsoil from over the trench. Placing the topsoil to the original depth encountered shall be paid for separately (BID ITEM 20711). All areas across permanent and temporary easements in agriculture fields are deep tilled by farmers. It shall be up to the Construction Engineer as to what qualifies as topsoil that is acceptable for stockpiling and what is

unacceptable. Unacceptable topsoil material will require being moved offsite by the contractor. Erosion measures shall be installed to prevent the migration of the stockpiled material. Erosion Control Measures shall be paid for separately under their respected bid items. Excess topsoil shall be hauled offsite and disposed of by the contractor.

Topsoil depths over cropland shall match the existing topsoil depths except for where the 12' wide SAS Access Road (BID ITEM 20218) is located. No topsoil will be placed over the 12' wide SAS Access Path (gravel surface only).

Topsoil Salvaged from the Keleny property that is not used for the topsoil trench restoration in front of the Keleny property (STA 12+16 to STA 18+40) shall be stockpiled as called for on the plans set STA 17+60 or on the Keleny property (Keleny to provide a Right of Entry if needed).

METHOD OF MEASUREMENT

SALVAGED TOPSOIL shall be measured by the Square Yard.

BASIS OF PAYMENT

SALVAGED TOPSOIL shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description.

BID ITEM 90075 – TOPSOIL PLACEMENT- FARMLAND

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction for placement of topsoil (salvaged or imported) to match the topsoil depths encountered: 30" topsoil depth minimum in the tilled farmland (36" maximum). No topsoil shall be placed over the SAS Access Road. Seeding, mulching and watering in farm field shall be paid for separately under the seed mix item: **BID ITEM 20703 – TEMPORARY SEEDING**. The proposed deep topsoil depths adjacent to the SAS Access Road are intended to be the salvaged topsoil from the original trench excavation paid for separately under **BID ITEM 90074 SALVAGE TOPSOIL**. The locations of the TOPSOIL PLACEMENT- FARMLAND are STA 18+32 to STA 40+00, and STA 53+77 to STA 84+25.

With STA 53+77 to 68+10 (CHANG PROPERTY) adjacent to Pioneer Road, the 20' permanent easement shall have 6" topsoil and the Temporary Easement shall match the existing topsoil depths (estimated 30" to 36" depth). All of the seeding adjacent to Pioneer Road shall have sun terrace seeding- BID ITEM 20701 – SUN TERRACE SEEDING.

METHOD OF MEASUREMENT

TOPSOIL PLACEMENT FARMLAND shall be measured by the Trench Foot

BASIS OF PAYMENT

TOPSOIL PLACEMENT FARMLAND shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90076 – TOPSOIL(6") PLACEMENT- GENERAL

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction for providing and placement of topsoil 6" depth (salvaged or imported) in the roadside ditches, terraces, and easements adjacent to Right of Ways. Seeding, mulching, fertilizing, soil stabilizing and watering shall be paid for separately under the seed mix items: **BID ITEM 20701 – SUN TERRACE SEEDING**. If there is not enough salvageable topsoil from the project, topsoil shall be brought in from offsite. It is anticipated that there will be an adequate amount of salvaged topsoil on-site. Topsoil hauled

in from offsite shall be included with this bid item. All work shall be completed in conformance with Article 202 of the Standard Specifications.

METHOD OF MEASUREMENT

TOPSOIL(6") PLACEMENT- GENERAL shall be measured by the Trench Foot

BASIS OF PAYMENT

TOPSOIL(6") PLACEMENT- GENERAL shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90077 – BORE & JACK 21" DIAMETER SANITARY SEWER AND CASING

DESCRIPTION

Work under this item shall include the installation and material cost to BORE AND JACK 21" Diameter Sewer sanitary sewer main with casings. The sanitary sewer shall be installed by boring and jacking where included with this bid item is a suitable sized "casing pipe". The casing pipe must be sized by the contractor in order for the inner sanitary sewer lateral to properly fit within the casing pipe. All costs for furnishing and installing the steel casing pipe, casing spacers, access and receiving pits, and all work necessary to push the casing pipe shall be included.

Included in this item is the excavation and backfilling of the receiving pits. Disposal of the excess material shall be by the Contractor off site at a location to be determined by the Contractor. Backfilled material shall meet City of Madison Standard Specifications for road construction- 2014 Edition. Necessary work and materials to adequately secure the pits with full cover or security fencing shall be incidental to this bid item. The 21" diameter sanitary sewer being installed with the casing will be included as incidental to this Bore and Jack bid item.

The Contractor is informed that the casing pipe specified shall be at a minimum of 36" diameter or as large as deemed necessary by the contractor to successfully complete the work in accordance with the construction plans.

The sanitary sewer main inside the casing shall be ASTM F679, PS 115

MATERIALS

Bore and Jack shall include all materials necessary to install the 21" sanitary sewer pipe in accord with the requirements above. A casing pipe included with this item shall be in accord with the following:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.5625" minimum thickness (See chart on Sheet U-1 for casing thickness requirements)
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

The Contractor shall submit the following to the Engineer for approval prior to ordering of materials and the start of construction:

- Certificate of compliance for the steel casing pipe
- Materials for sand or pea gravel
- Materials for casing spacers and distances between spacers

- Materials and methods for bulkheading the casing ends

CONSTRUCTION METHODS

Contractor will be allowed to use wood blocking and/or pipe spaces to suspend the pipe in casing pipe to obtain the proper design slope. Both will be considered acceptable installation methods. The design slope will be verified by a City surveyor and if the slope is back-pitched or not at an acceptable slope, the Construction Engineer will require the pipe be adjusted.

Blocking Method:

Prior to installing pipe in the casing, a set of **four** wood blocks (8' intervals) throughout the sewer main length. The blocks shall be set so that the pipe does not touch the casing. Pipe joints shall be made outside of the casing. Sand or Pea gravel shall be washed or blown into the casing to the spring line of the pipe to provide bedding under the pipe.

Pipe Spacers Method:

Non-Centered stainless Steel spacers (PSI S8GN-2 http://www.pipelineal.com/pdf_lit/csem&bg.pdf or approve approved equivalent) shall be installed in the casing pipe at varying to the new sewer main to set the sewer main to the desired slope. Spacers shall be installed in accordance with the manufacturer's specifications with maximum spacing of 8'.

The untrenched construction shall be performed by dry auger boring and jacking. Water jacking for excavation of the soil is not allowed. The use of water to facilitate removal of spoil is permitted. The untrenched construction shall extend beneath the pedestrian underpass to the limits shown on the plan set.

For the casing installation, the bore hole diameter shall be essentially the same as the outside diameter of the pipe. In soft, unstable soil, the auger shall be inside the casing, but no undersized, so as not to create a void between the casing and the soil. If voids should develop or if the bore hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, the voids shall be pressure grouted.

Connection of adjacent lengths of steel pipe shall be done by continuous, circumferential, field butt welding in accordance with AWWA C206. The connection shall result in a straight and true casing with a watertight seal.

The conduit pipe shall be installed on line and grade through the casing pipe. Install approved casing spacers at the approved distances. Fill the annular space between the casing and carrier pipe with the approved material (sand or pea gravel).

Take care to ensure that developed thrust pressures do not disturb existing utilities in or around the bore pit area. Any damage to utilities- public or private will be the responsibility of the contractor to repair.

METHOD OF MEASUREMENT

Bore and Jack 21" Diameter Sewer shall be measured by the lineal foot for successful completion of the 21" sanitary sewer pipe with larger casing pipe as described above from end to end of the casing.

BASIS OF PAYMENT

Bore and Jack 21" Diameter Sanitary Sewer shall be measured as described above and shall be paid for a the contract price per Linear Foot, which shall be full compensation for furnishing pipe and casing, and all work, materials, labor and incidentals required to complete the work as set forth in the description. Sanitary sewer outside the limits of the casing will be measured and paid for separately.

BID ITEM 90078 – CONCRETE SLURRY PLACEMENT APRON END WALLS

Work under this bid item shall include placing Grade A-FA concrete slurry between the concrete apron endwalls as show on the plan set: STA 49+60 RT 25' and 49+70 LT 25'. Concrete slurry shall extend from the base of the endwall to the top of the apron endwall for the length of the endwall(98") to + 2'. The finished surface along the top of the pipes shall have a brush surface finish.

All work shall be competed in accordance with Article 301 the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

CONCRETE SLURRY PLACEMENT APRON END WALLS shall be measured by the each void area between the apron endwalls.

BASIS OF PAYMENT

CONCRETE SLURRY PLACEMENT APRON END WALLS shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

APPENDIX A
SOIL BORING LOGS/REPORTS



SOILS & ENGINEERING SERVICES, INC.

CONSULTING CIVIL ENGINEERS SINCE 1966

GEOTECHNICAL EXPLORATION AND REPORT

LOWER BADGER MILL CREEK INTERCEPTOR
SEGMENT 3
MIDTOWN ROAD TO MINERAL POINT ROAD
DANE COUNTY, WISCONSIN
SES Project Number 12517

Prepared By

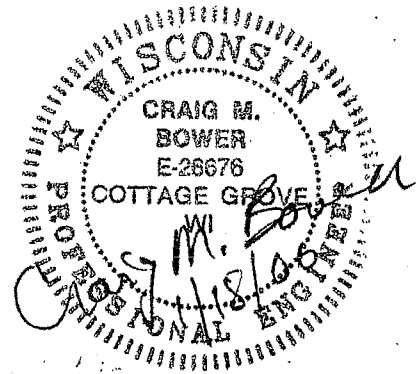
Soils & Engineering Services, Inc.
1102 Stewart Street
Madison, Wisconsin 53713-4648
phone: (608) 274-7600
facsimile: (608) 274-7511
e-mail: soils@soils.ws

Craig M. Bower, P.E.

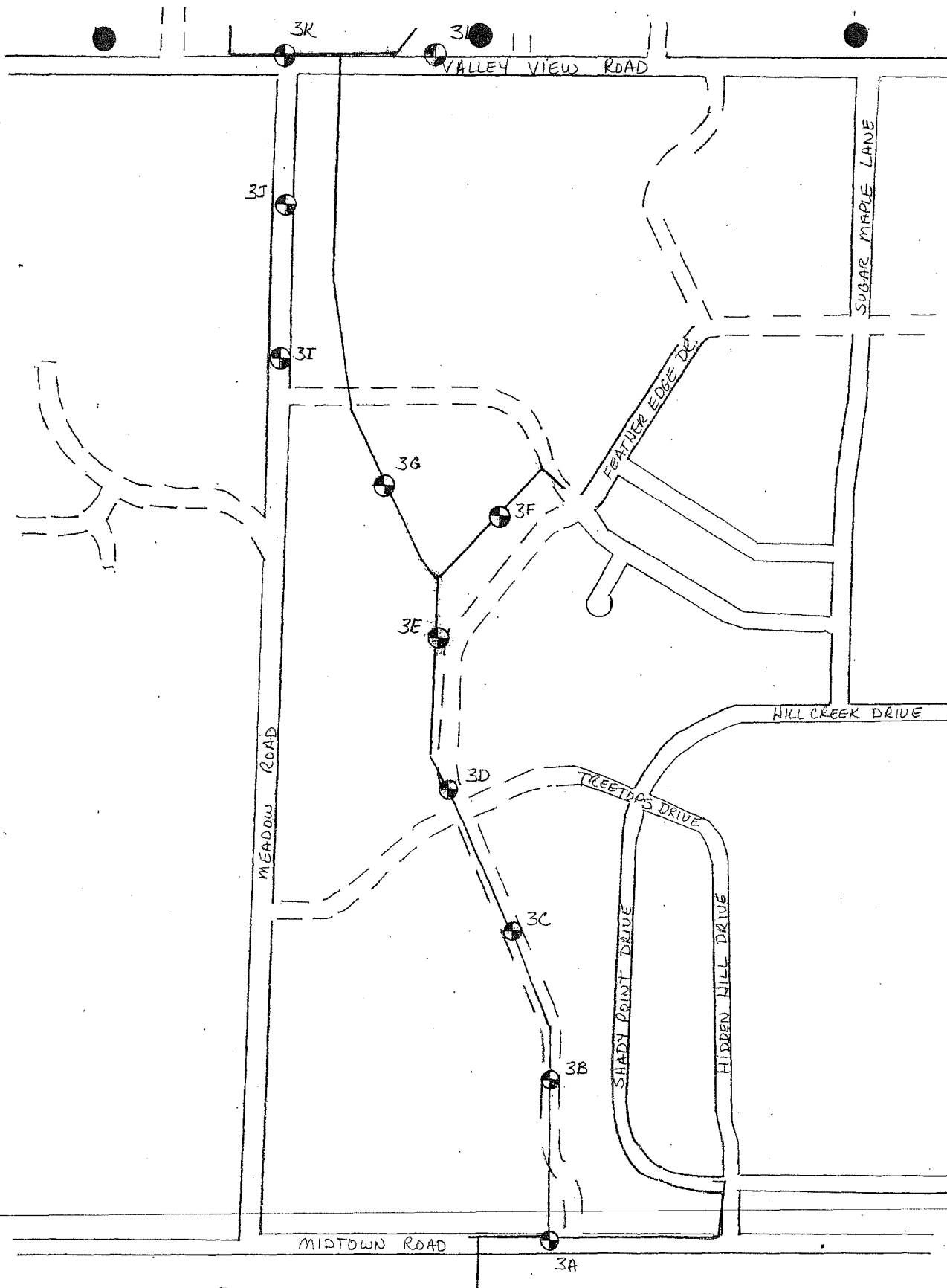
Submitted To Design Consultant


Earth Tech, Inc.
1210 Fourier Drive, Suite 100
Madison, Wisconsin 53717
Phone: (608) 836-9800
Facsimile: (608) 836-9767

Mr. Rick J. Eilertson, P.E.



January 18, 2006




 3B = BORING 3B
 (TYPICAL)

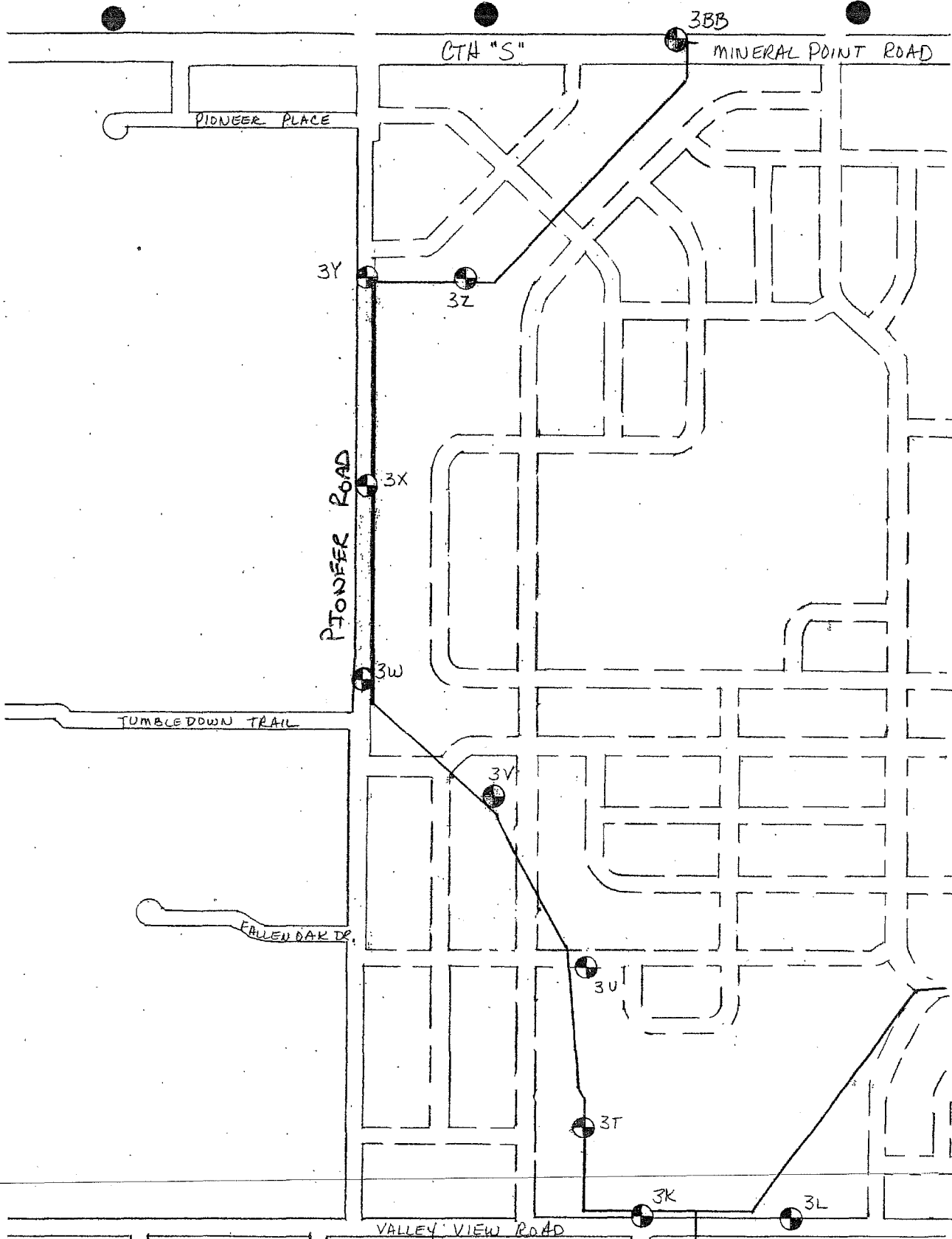
Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713-4648
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
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LOCATION SKETCH
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



NOT-TO-SCALE

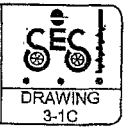





 = BORING 3T
 (TYPICAL)

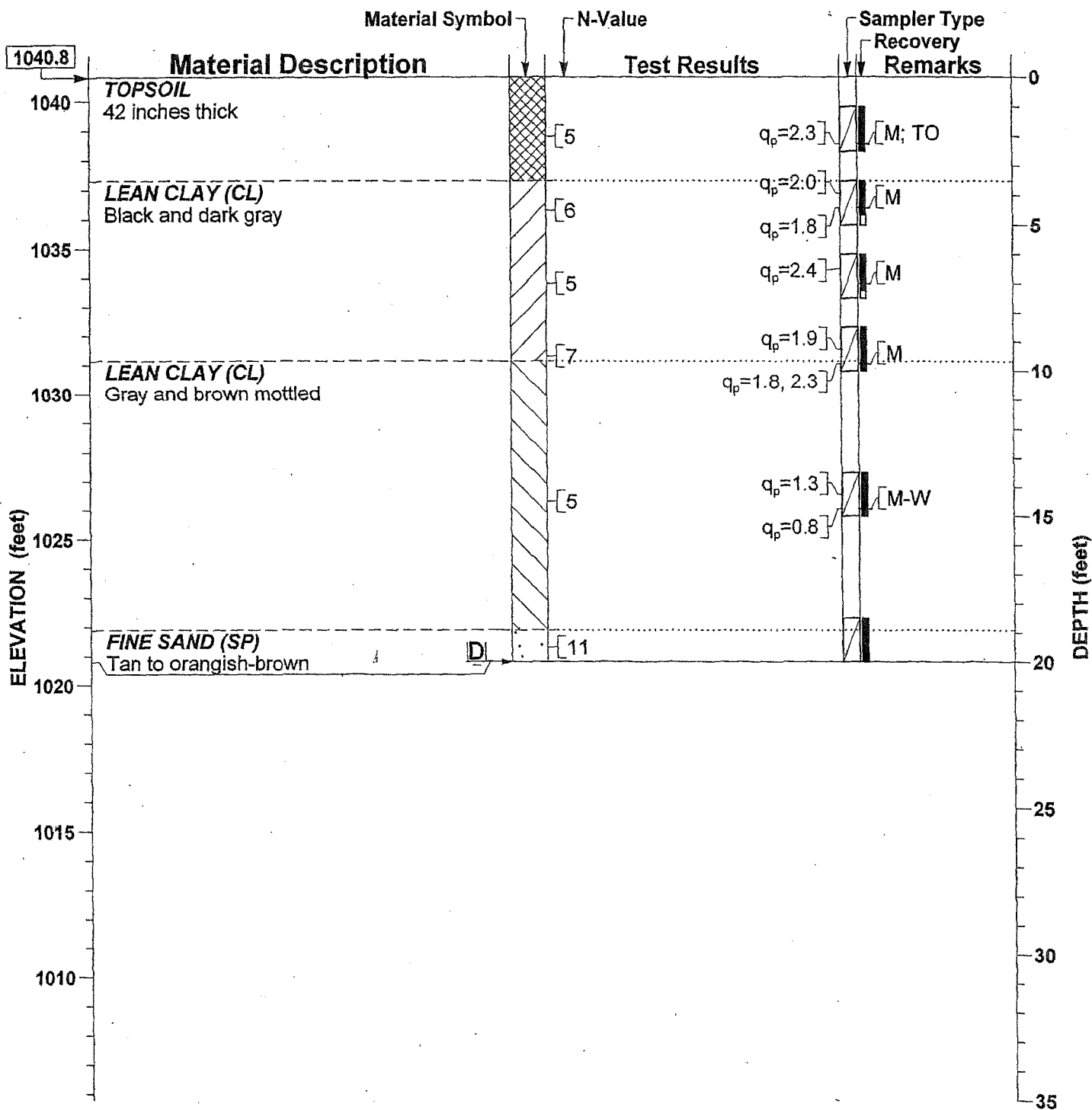
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LOCATION SKETCH
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



NOT TO SCALE





WATER LEVEL LEGEND

[D] Dry 20'-0" at completion

For Notes and Legend, see Drawing 3-2.

Soils & Engineering Services, Inc.

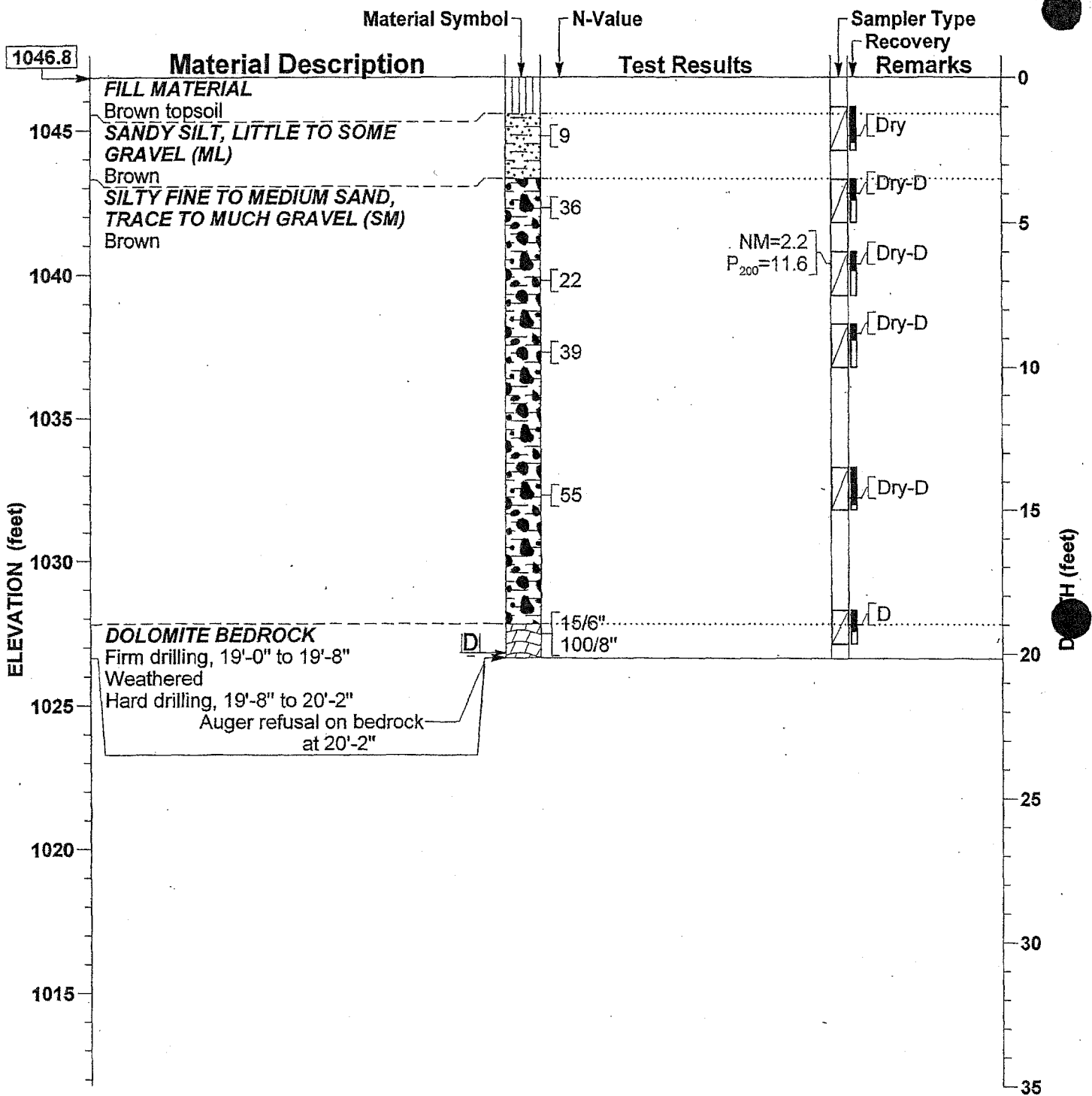
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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



DRAWING
3-13



WATER LEVEL LEGEND

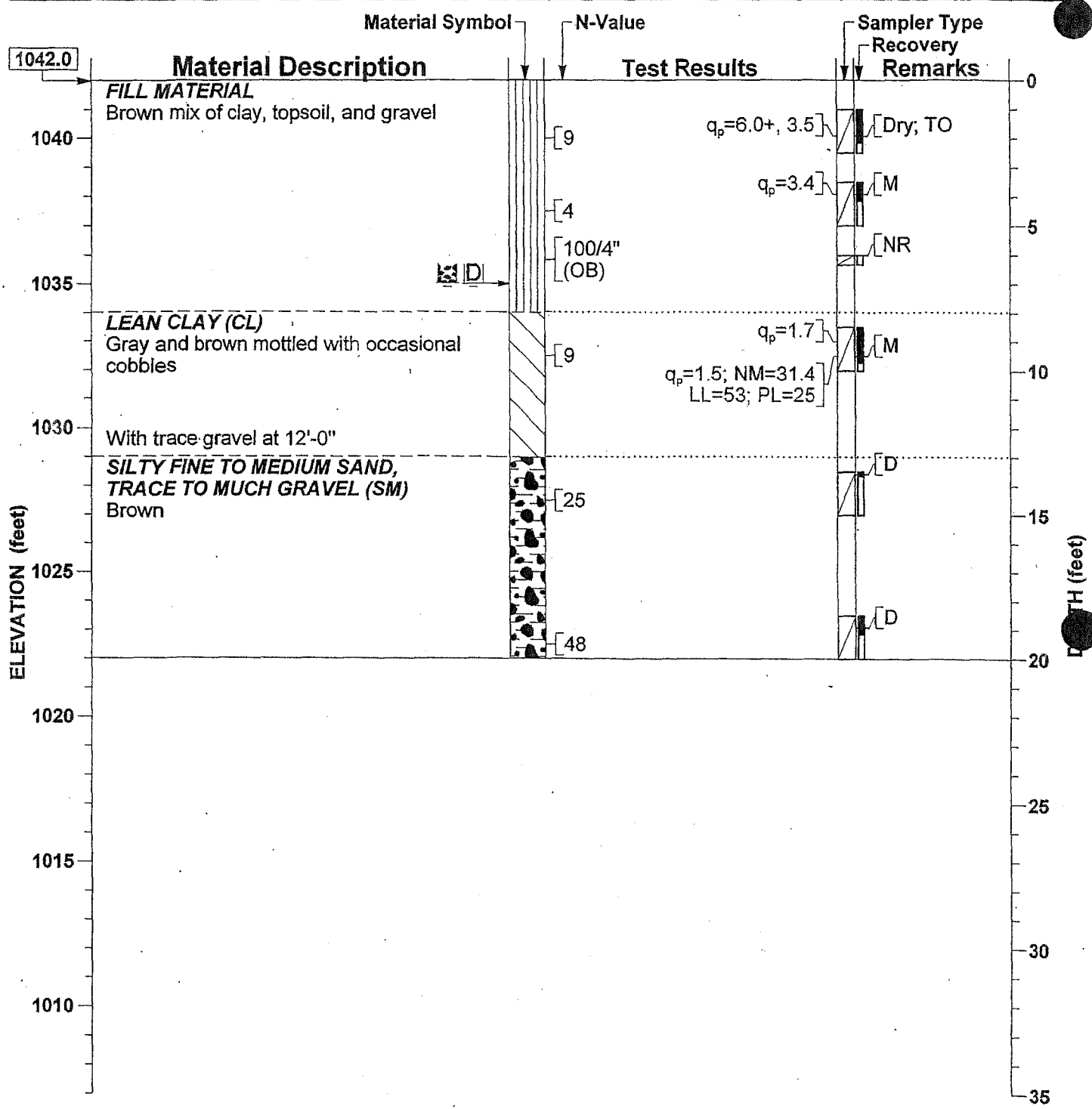
Dry 20'-0" at completion

For Notes and Legend, see Drawing 3-

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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin

DRAWING
 3-14




WATER LEVEL LEGEND

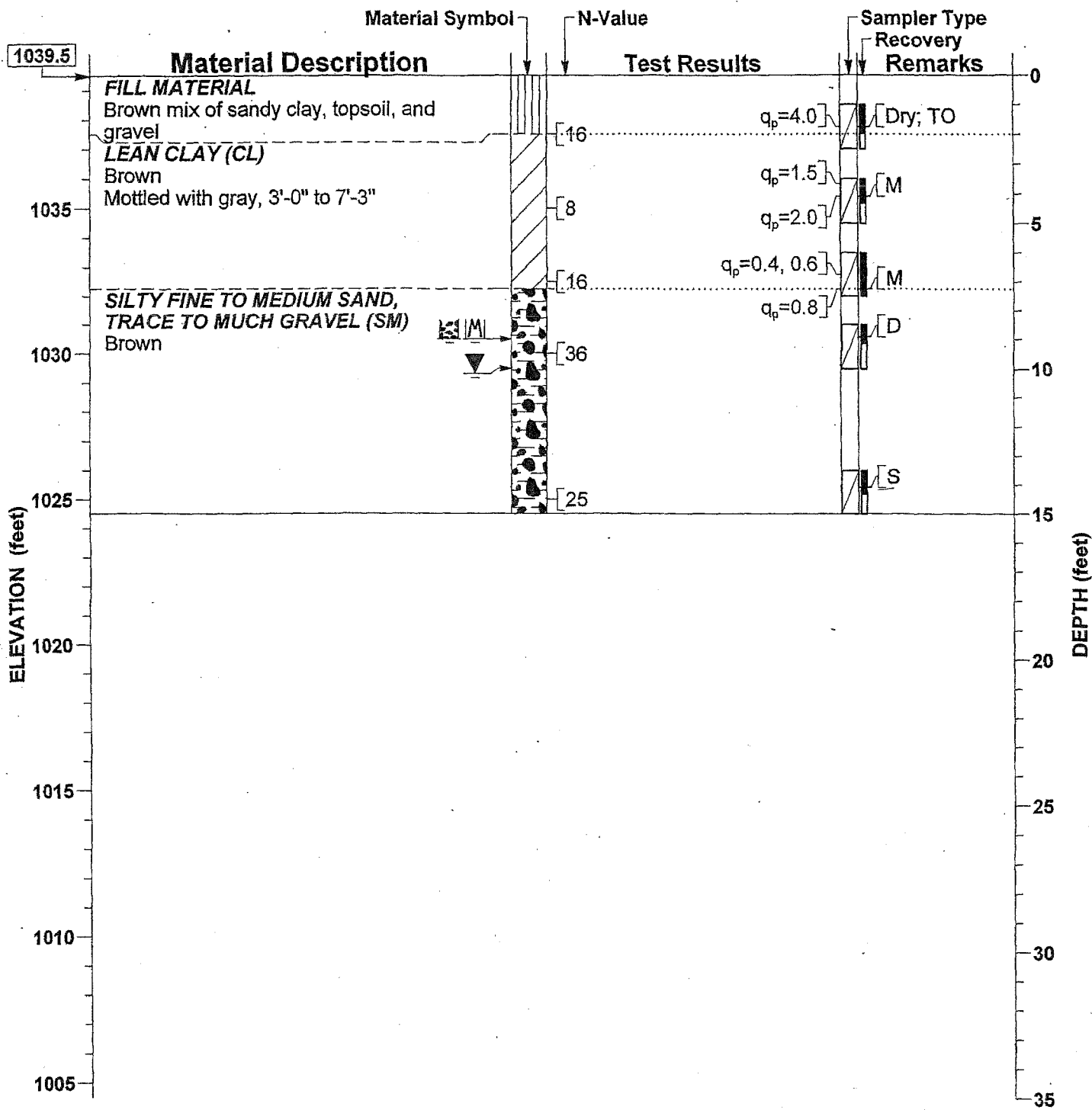
[D] Dry 7'-0" at completion

OTHER LEVEL LEGEND

[Dotted] (caved) 7'-0" at completion

For Notes and Legend, see Drawing 3-

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WATER LEVEL LEGEND
 [M] Moist 9'-0" at completion
 [V] 10'-0" (estimated)

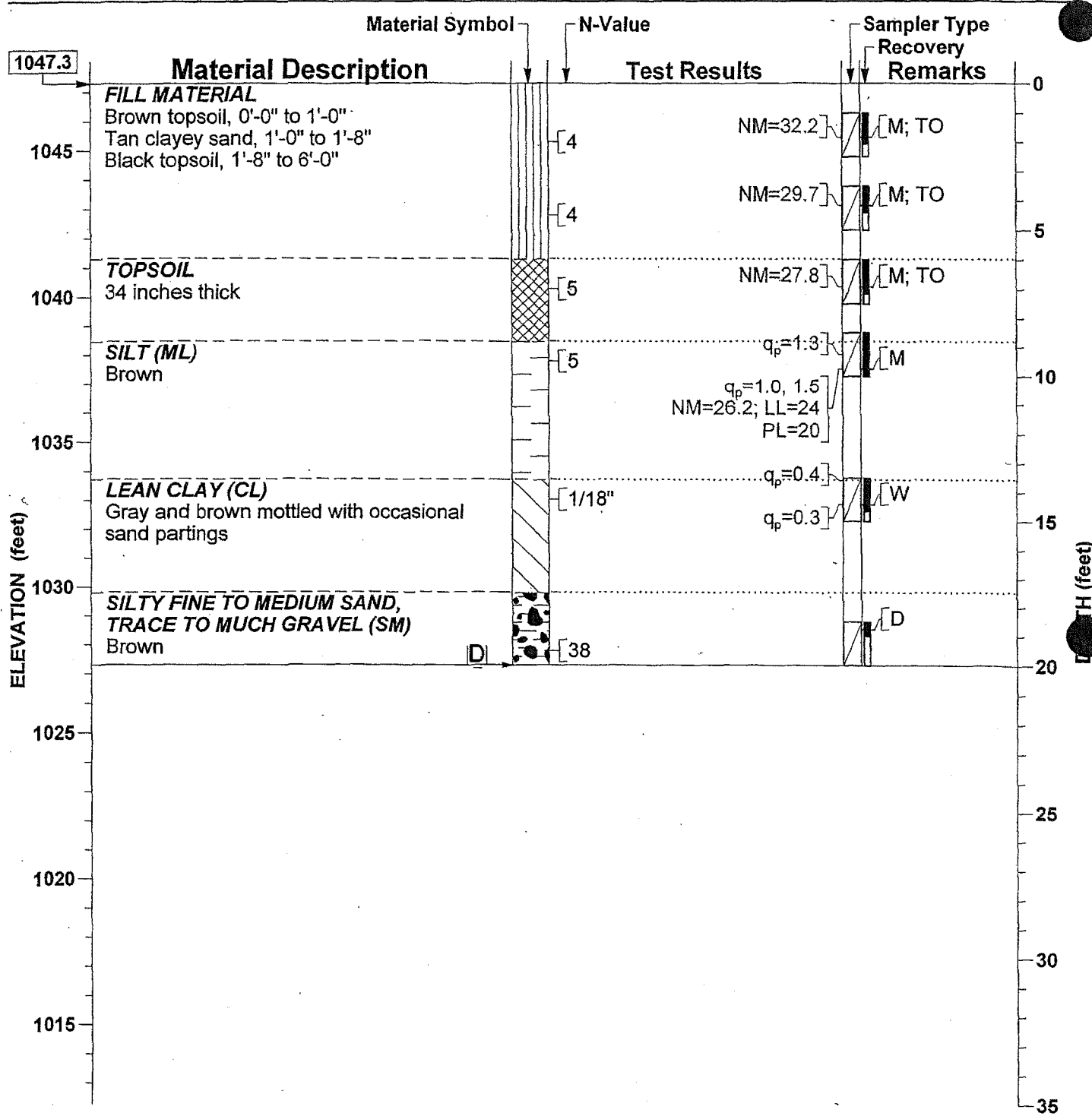
OTHER LEVEL LEGEND
 [X] (caved) 9'-0" at completion

For Notes and Legend, see Drawing 3-2.

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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin

DRAWING
 3-21




WATER LEVEL LEGEND

[D] Dry 20'-0" at completion

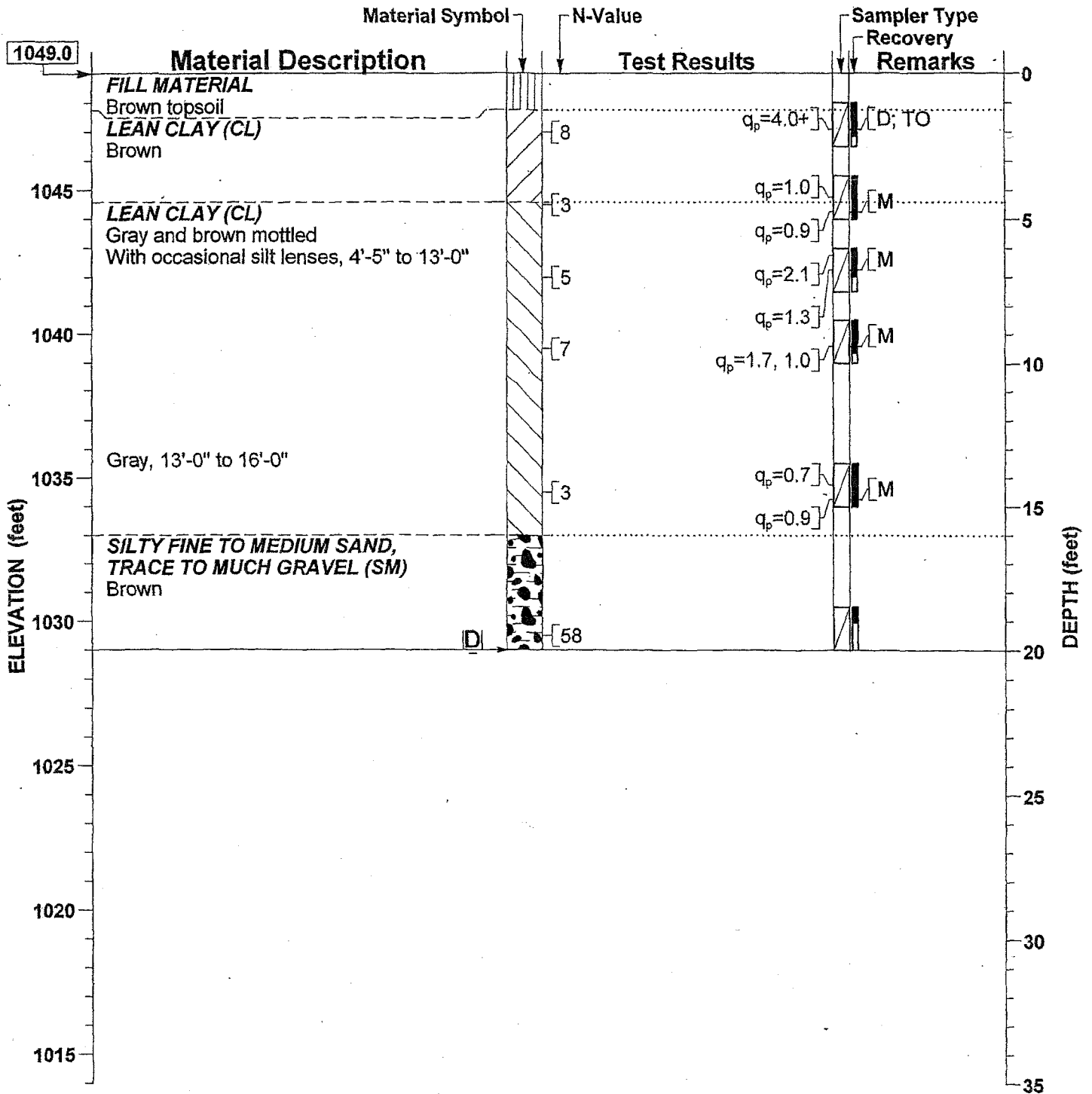
For Notes and Legend, see Drawing 3

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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



DRAWING
3-22



WATER LEVEL LEGEND

[D] Dry 20'-0" at completion

For Notes and Legend, see Drawing 3-2.

Soils & Engineering Services, Inc.

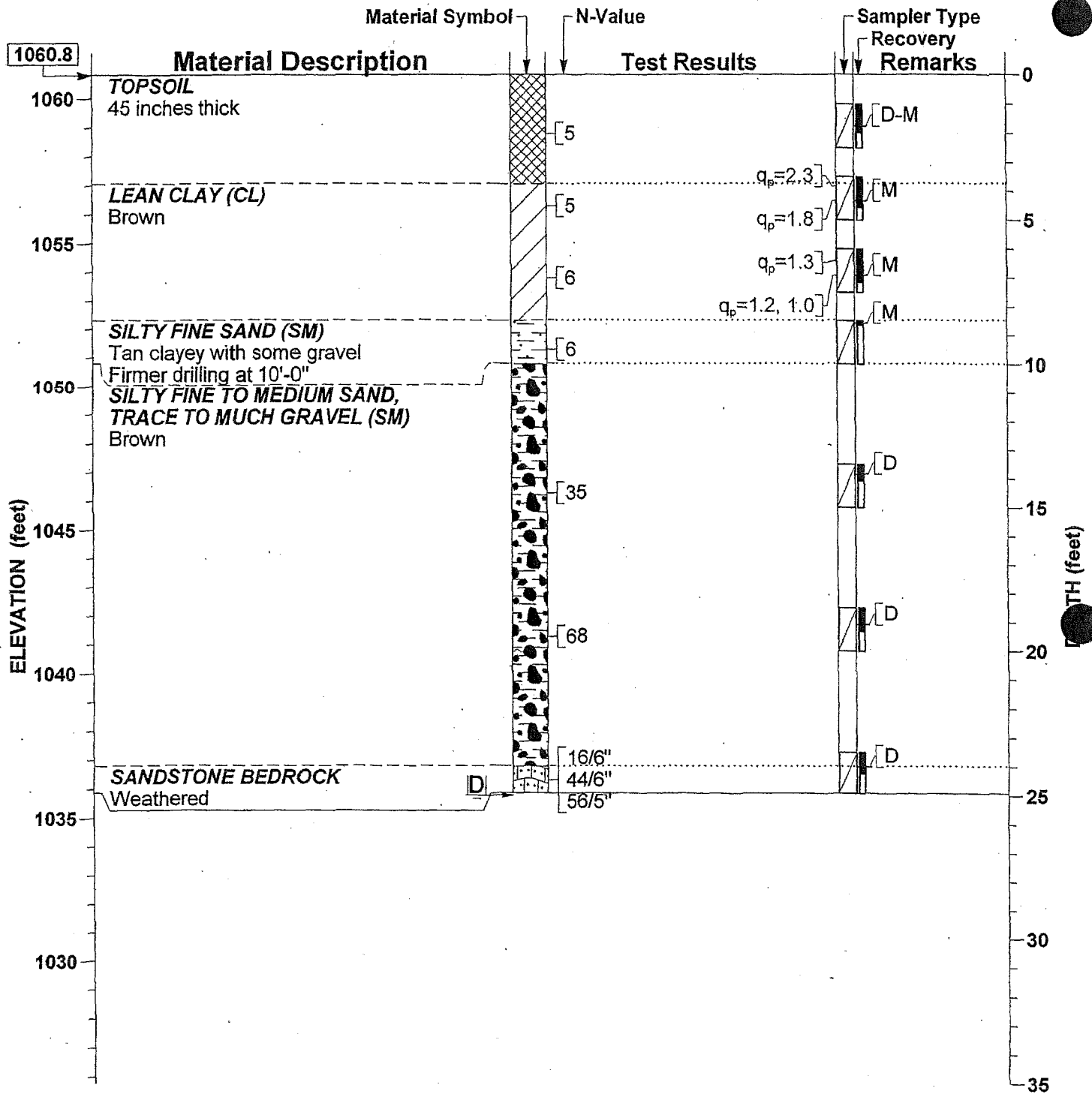
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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



DRAWING
 3-23



WATER LEVEL LEGEND

[D] Dry 25'-0" at completion

For Notes and Legend, see Drawing 3-

Soils & Engineering Services, Inc.

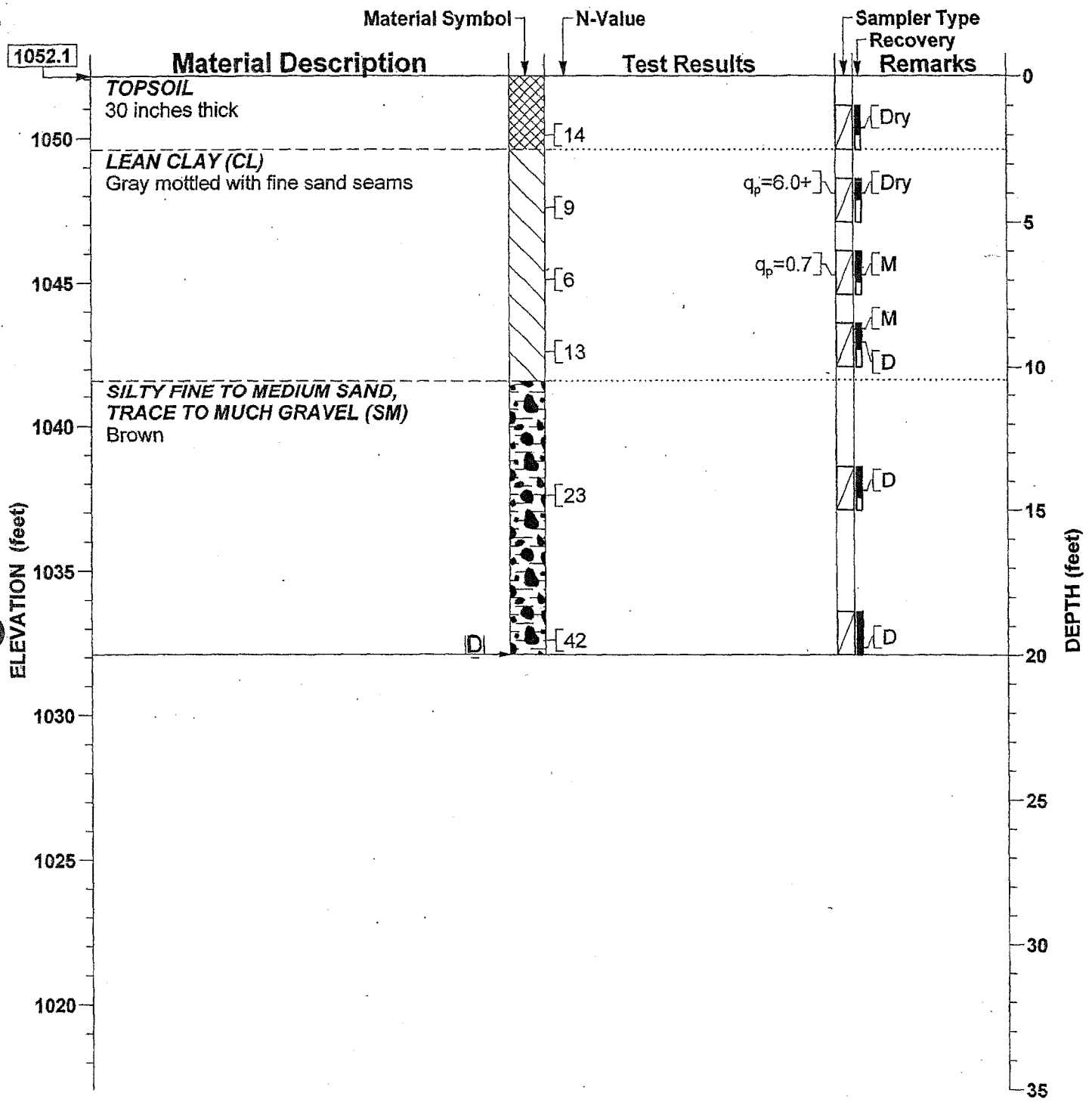
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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



DRAWING
 3-24




WATER LEVEL LEGEND

Dry 20'-0" at completion

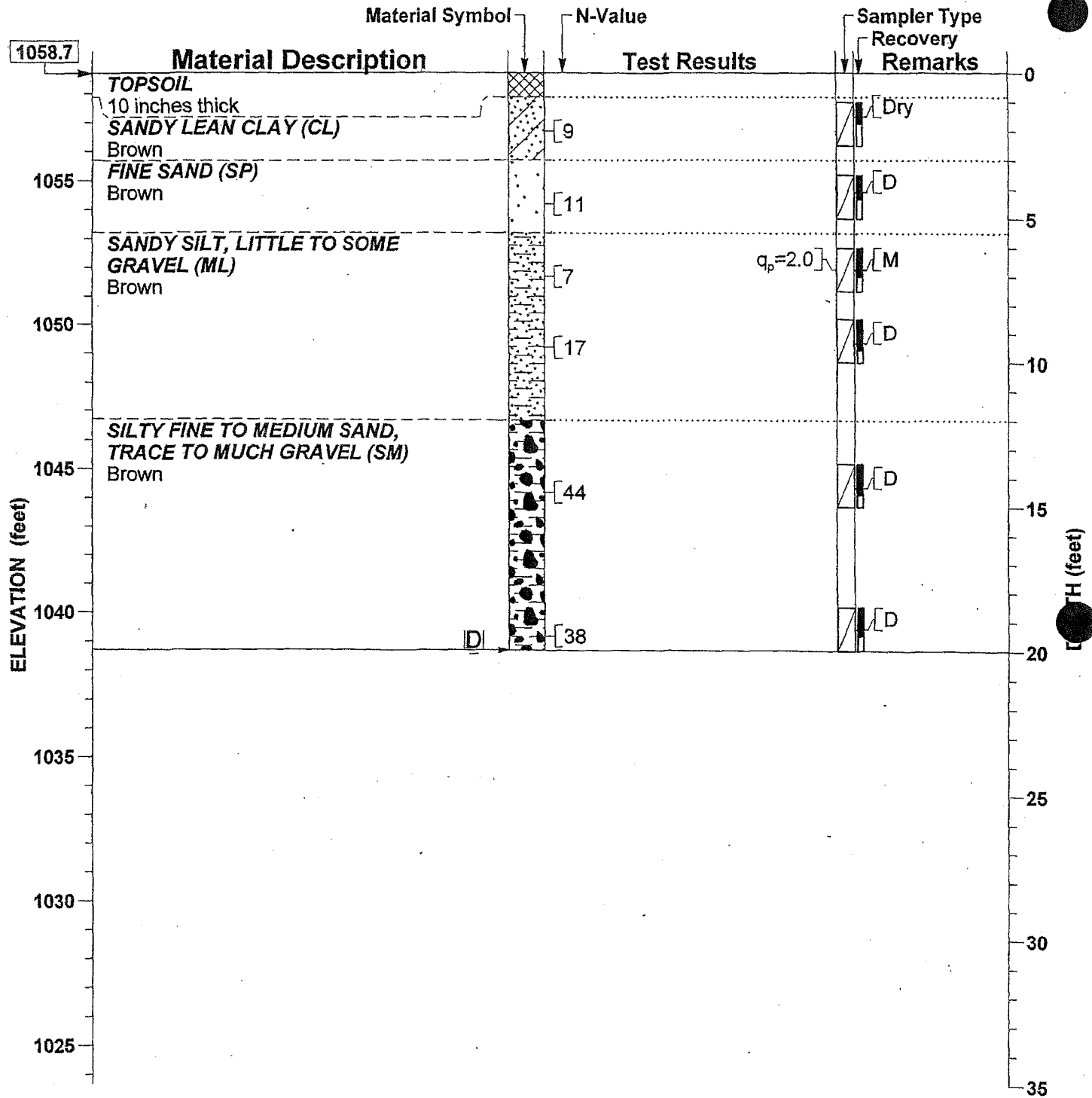
For Notes and Legend, see Drawing 3-2.

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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



DRAWING
 3-25



WATER LEVEL LEGEND

Dry 20'-0" at completion

For Notes and Legend, see Drawing 3-

Soils & Engineering Services, Inc.

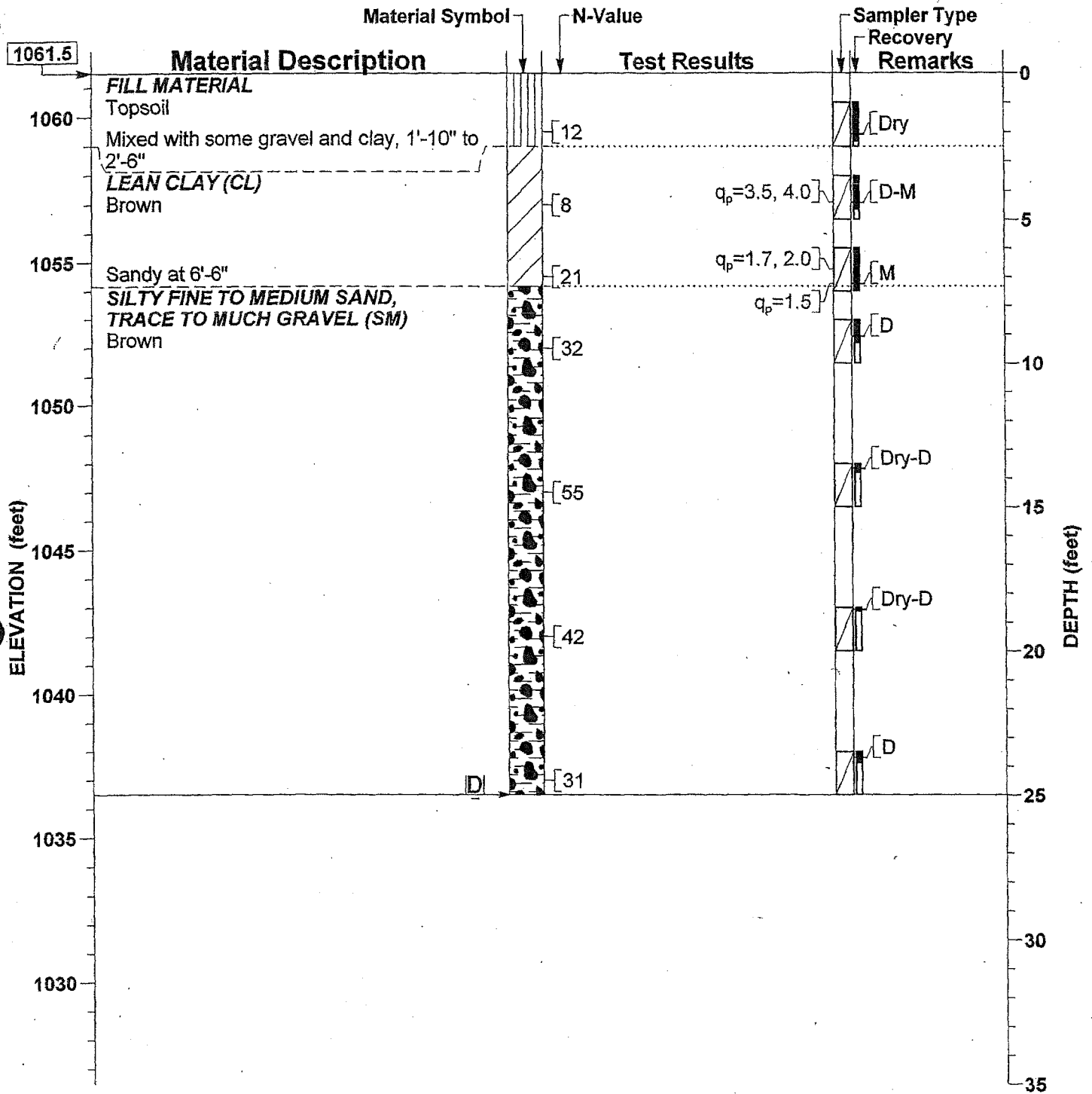
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SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin




DRAWING
3-26



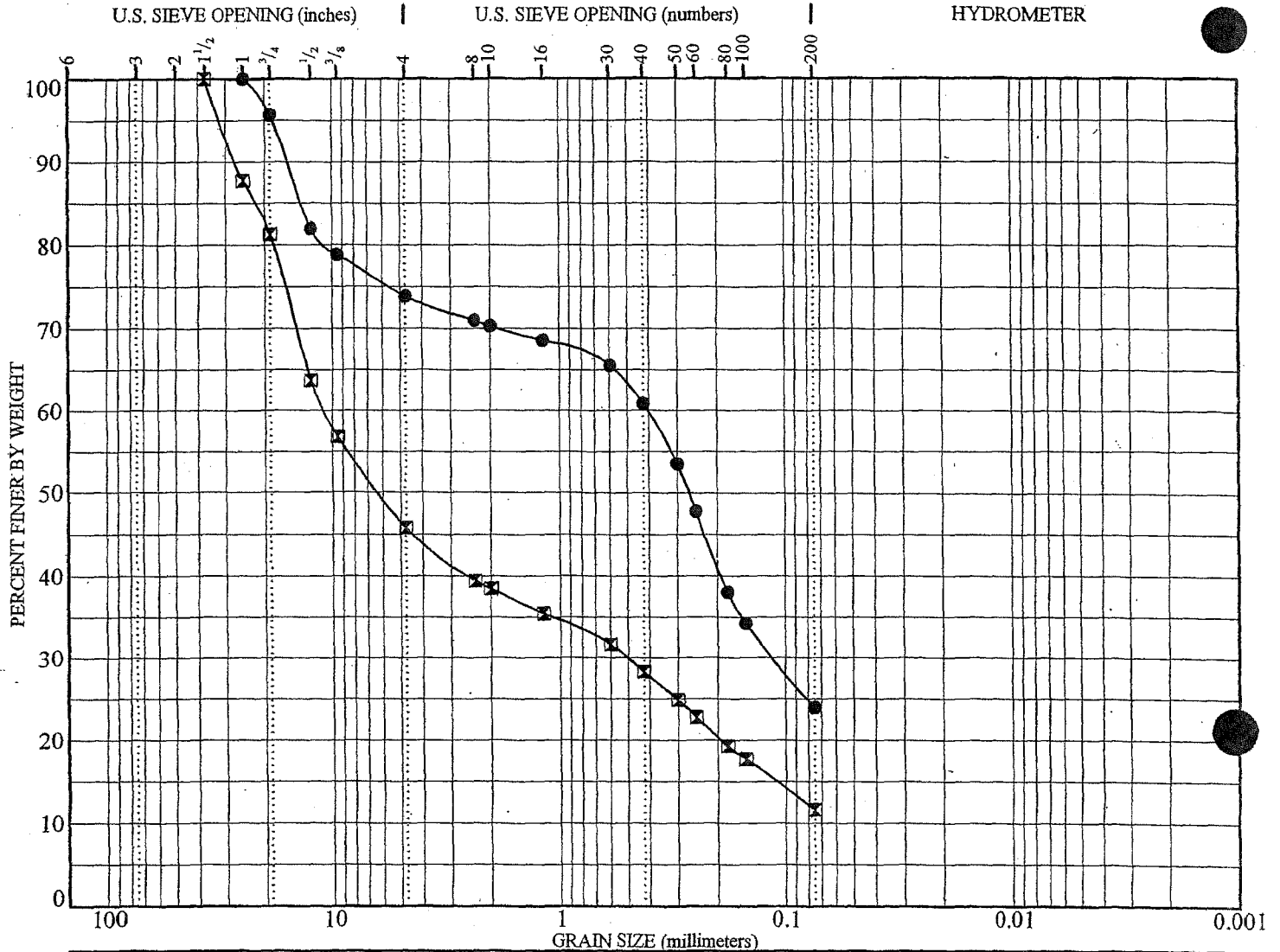
WATER LEVEL LEGEND

D Dry 25'-0" at completion

For Notes and Legend, see Drawing 3-2.

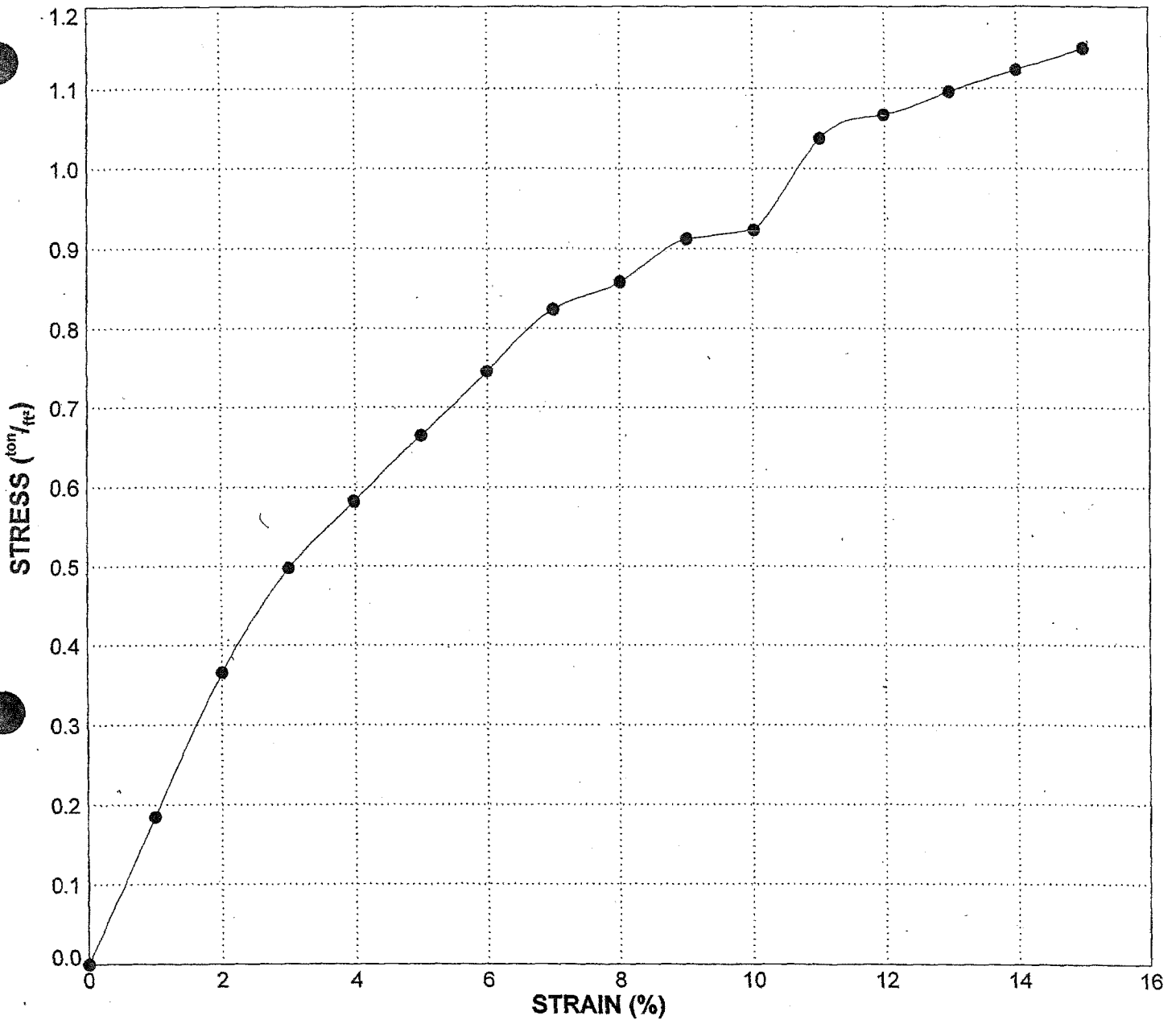
<p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713-4648 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p>SOIL BORING RECORD Lower Badger Mill Creek Interceptor Segment 3 Midtown Road to Mineral Point Road Dane County, Wisconsin</p>	 DRAWING 3-27
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PARTICLE SIZE DISTRIBUTION ANALYSIS REPORT



UNCONFINED COMPRESSION TEST REPORT

ASTM Test Designation D2166



Specimen Identification	Diameter (inches)	Height (inches)	H:D Ratio	γ_w (lb/ft³)	γ_d (lb/ft³)	NM (%)	Failure	
							Stress (ton/ft²)	Strain (%)
● Boring 3J, 7'-3" depth	1.336	2.787	2.1	123.5	95.8	28.9	1.15	15

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LABORATORY TEST RESULT RECORD

Lower Badger Mill Creek Interceptor

Segment 3

Midtown Road to Mineral Point Road

Dane County, Wisconsin



FIGURE
3-B

SECTION E: BIDDERS ACKNOWLEDGEMENT

**LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2
CONTRACT NO. 7291**

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 - 2014 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. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (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 Speedway Sand & Gravel 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 _____ State of _____; 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

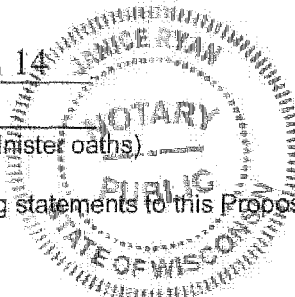
President

TITLE, IF ANY

Sworn and subscribed to before me this
15th day of August, 20 14

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10-22-17

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



Contract 7291 – Speedway Sand & Gravel, Inc.

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

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

Not Applicable

Name of Business
Street Address or PO Box
City, State and Zip Code

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC
INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2
CONTRACT NO. 7291

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

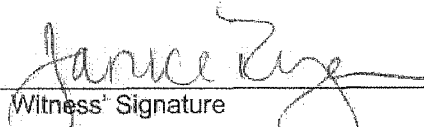
Prime Bidder Information

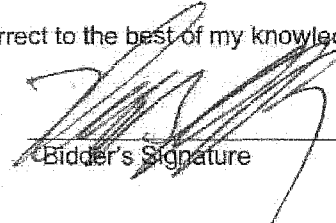
Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: Thomas DeBeck, President

Prime Bidder Certification

I, Thomas DeBeck, President of
Name Title
Speedway Sand & Gravel Inc. 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
August 15, 2014
Date


Bidder's Signature

LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2

CONTRACT NO. 7291

DATE: AUG 15, 2014

**Speedway Sand &
Gravel Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - L.S.	1.00	\$7,500.00	\$7,500.00
10721.0 - TRAFFIC CONTROL SIGN- PORTABLE CHANGEABLE MESSAGE BOARD - DAYS	14.00	\$125.00	\$1,750.00
10914.0 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - L.S.	1.00	\$7,000.00	\$7,000.00
20101.0 - EXCAVATION CUT/ UNDERCUT - C.Y.	1918.00	\$10.00	\$19,180.00
20102.0 - ROCK EXCAVATION(UNDISTRIBUTED) - C.Y.	50.00	\$10.00	\$500.00
20109.0 - FINISH GRADING - L.S.	1.00	\$3,000.00	\$3,000.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - S.Y.	1000.00	\$2.65	\$2,650.00
20217.0 - CLEAR STONE 3" - Ton	800.00	\$15.00	\$12,000.00
20218.0 - CRUSHED STONE (SAS ACCESS ROADS) - Ton	3270.00	\$12.05	\$39,403.50
20232.0 - HEAVY RIP RAP - Ton	50.00	\$50.00	\$2,500.00
20233.0 - RIPRAP FILTER FABRIC - S.Y.	50.00	\$4.00	\$200.00
20302.0 - SAWCUT CONCRETE PAVEMENT- FULL DEPTH - L.F.	48.00	\$3.50	\$168.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	364.00	\$2.00	\$728.00
20314.0 - REMOVE PIPE STORM - L.F.	200.00	\$20.00	\$4,000.00
20402.0 - CLEARING - STA	30.75	\$475.00	\$14,606.25
20404.0 - GRUBBING - STA	30.75	\$310.00	\$9,532.50
20701.0 - SUN TERRACE SEEDING - S.Y.	19432.00	\$0.87	\$16,905.84
20703.0 - TEMPORARY SEEDING - SY.	14404.00	\$0.67	\$9,650.68
21001.0 - EROSION CONTROL PLAN AND IMPLEMENTATION - L.S.	1.00	\$500.00	\$500.00
21002.0 - EROSION CONTROL INSPECTION - EACH	10.00	\$300.00	\$3,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	8.00	\$800.00	\$6,400.00
21021.0 - SILT FENCE COMPLETE - L.F.	8400.00	\$2.00	\$16,800.00
21064.0 - EROSION MATTING, CLASS 1, URBAN TYPE B ORGANIC - S.Y.	10000.00	\$1.60	\$16,000.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	17.00	\$300.00	\$5,100.00
21301.0 - REMOVE AND REPLACE MAILBOX - EACH	4.00	\$100.00	\$400.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - Ton	1176.00	\$13.10	\$15,405.60
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - Ton	1350.00	\$13.10	\$17,685.00
40104.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 5 (BREAKER RUN) - Ton	1025.00	\$10.00	\$10,250.00
40202.0 - HMA PAVEMENT TYPE E-1 - Ton	754.00	\$70.45	\$53,119.30
40211.0 - TACK COAT - Gallons	150.00	\$3.00	\$450.00
40392.0 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK & DRIVE - SF	480.00	\$7.50	\$3,600.00
50202.0 - TYPE II DEWATERING - L.S.	1.00	\$500.00	\$500.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	190.00	\$1.00	\$190.00
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	7782.50	\$1.00	\$7,782.50
50225.0 - UTILITY TRENCH Patch TYPE III - T.F.	300.00	\$40.00	\$12,000.00
50227.0 - UTILITY TRENCH Patch TYPE IV - T.F.	150.00	\$10.00	\$1,500.00
50306.0 - 21" PVC SANITARY SEWER ASTM F679/PS115 - L.F.	5506.50	\$117.70	\$648,115.05
50307.0 - 24" PVC SANITARY SEWER ASTM F679/PS115 - L.F.	1444.00	\$133.85	\$193,279.40

LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2

CONTRACT NO. 7291

DATE: AUG 15, 2014

**Speedway Sand &
Gravel Inc.**

Item	Quantity	Price	Extension
50308.0 - 27" PVC SANITARY SEWER ASTM F679/PS115 - L.F.	832.00	\$150.65	\$125,340.80
50420.0 - 48 INCH RCP STORM PIPE - L.F.	90.00	\$175.30	\$15,777.00
50470.0 - 48 INCH RCP AE - EACH	4.00	\$1,365.00	\$5,460.00
50702.0 - 5' DIAMETER SAS - EACH	22.00	\$3,265.00	\$71,830.00
50703.0 - 6' DIAMETER SAS - EACH	3.00	\$4,765.00	\$14,295.00
50801.0 - UTILITY LINE OPENING - EACH	5.00	\$1,000.00	\$5,000.00
60800.0 - PAVEMENT MARKING EPOXY, LINE 4-INCH - LF	445.00	\$5.25	\$2,336.25
90070.0 - REMOVE AND RESTORE GRAVEL DRIVEWAY - EACH	2.00	\$600.00	\$1,200.00
90071.0 - INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT - EACH	3.00	\$1,800.00	\$5,400.00
90072.0 - REMOVE AND REPLACE DRIVEWAY POST WITH GATE - EACH	2.00	\$1,200.00	\$2,400.00
90073.0 - REMOVE AND REPLACE FENCE - LF	40.00	\$20.00	\$800.00
90074.0 - SALVAGE TOPSOIL - S.Y.	33836.00	\$1.30	\$43,986.80
90075.0 - TOPSOIL PLACEMENT- FARMLAND - T.F.	5216.00	\$20.00	\$104,320.00
90076.0 - TOPSOIL(6") PLACEMENT-GENERAL - T.F.	5539.00	\$0.50	\$2,769.50
90077.0 - BORE AND JACK 21" DIAMETER SANITARY SEWER AND CASING - L.F.	75.00	\$571.00	\$42,825.00
90078.0 - CONCRETE SLURRY PLACEMENT APRON END WALLS - EACH	2.00	\$600.00	\$1,200.00
Totals	Totals		\$1,608,291.97



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.I.S.
Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.
(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity and Deposit Company of Maryland

a corporation of the State of Maryland (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, 2014 through January 31, 2016

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

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL


11-20-2013
DATE

By: 
SIGNATURE AND TITLE John Czerepinski, VP.

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

11-18-13
DATE

By: 
SIGNATURE AND TITLE Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-18-13
DATE

Elizabeth Mosca 
AGENT

6609 University Ave
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-644-8668
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.

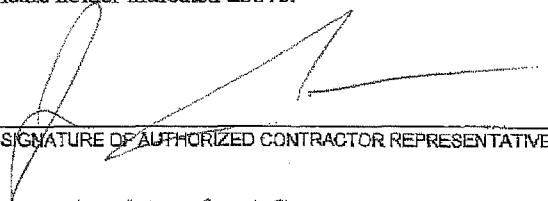
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)
February 1, 2014 through January 31, 2016
NAME OF SURETY
Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR
Speedway Sand & Gravel, 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

11-20-2013

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ann MAY, Rana R. HUGHEY, Janice CLOOTEN, Michele A. HOLZ and Elizabeth MOSCA, all of Middleton, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

*Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1992.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18 day of NOV, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

SECTION H: AGREEMENT

THIS AGREEMENT made this 3d day of September in the year Two Thousand and Fourteen between **SPEEDWAY SAND & GRAVEL, 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 **SEPTEMBER 2, 2014**, 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:

LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2 CONTRACT NO. 7291

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 SIX HUNDRED EIGHT THOUSAND TWO HUNDRED NINETY-ONE AND 97/100 (\$1,608,291.97)** Dollars 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 unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“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 pre-apprentices, 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 Subjourney persons. Apprentices and sub journeypersons 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 therefore; 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 therefore; 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, gender identity, 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Affirmative Action Division Manager.

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. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

**LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2
CONTRACT NO. 7291**

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:

[Signature] 9/3/14
 Witness Date

[Signature] 9/3/14
 Witness Date

SPEEDWAY SAND & GRAVEL, INC.
 Company Name

[Signature] 9/3/14
 President Date

[Signature] 9/3/14
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
 Finance Director

[Signature]
 City Attorney

Signed this 16th day of September, 2014

[Signature]
 Witness

[Signature] 9/16/14
 Mayor Date

[Signature]
 Witness

[Signature] 9-8-14
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION SIX HUNDRED EIGHT THOUSAND TWO HUNDRED NINETY-ONE AND 97/100 (\$1,608,291.97) Dollars, 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:

**LOWER BADGER MILL CREEK SANITARY SEWER INTERCEPTOR PHASE 2
CONTRACT NO. 7291**

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 3rd day of September, 2014

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

[Signature]
Witness

[Signature]
President Seal

[Signature]
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact, Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2530156 for the year 2014, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 3, 2014
Date

[Signature]
Agent Signature

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ann MAY, Rana R. HUGHEY, Janice CLOOTEN, Michele A. HOLZ and Elizabeth MOSCA, all of Middleton, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3 day of Sept., 2014



Geoffrey Delisio

Geoffrey Delisio, Vice President

SECTION J: PREVAILING WAGE RATES

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/06/2014
Amended On: 02/28/2014

DETERMINATION NUMBER: 201400001

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. 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

CLASSIFICATION:	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: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- 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;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <p>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.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	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.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	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.
APPRENTICES:	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.
SUBJOURNEY:	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.

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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.48	15.90	46.38
102	Boilermaker Future Increase(s): Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on 01/01/2016	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason 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	30.48	15.90	46.38
105	Carpenter	30.48	15.90	46.38
106	Carpet Layer or Soft Floor Coverer	30.48	15.90	46.38
107	Cement Finisher	31.58	16.13	47.71
108	Drywall Taper or Finisher	24.80	16.60	41.40
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.	34.07	19.25	53.32
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	24.72	0.00	24.72
112	Fire Sprinkler Fitter	36.07	18.73	54.80
113	Glazier	38.03	13.42	51.45
114	Heat or Frost Insulator	33.68	24.31	57.99
115	Insulator (Batt or Blown)	15.00	9.50	24.50
116	Ironworker	31.25	19.46	50.71
117	Lather	30.48	15.90	46.38

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
118	Line Constructor (Electrical)	38.25	17.31	55.56
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	32.01	17.35	49.36
121	Metal Building Erector	22.00	10.00	32.00
122	Millwright	32.11	15.95	48.06
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
127	Pipeline Fuser or Welder (Gas or Utility)	30.79	19.74	50.53
129	Plasterer	31.03	17.71	48.74
130	Plumber Future Increase(s): Add \$1/hr on 6/1/2014.	36.42	16.87	53.29
132	Refrigeration Mechanic	41.60	16.71	58.31
133	Roofer or Waterproofer	29.40	6.25	35.65
134	Sheet Metal Worker	34.45	22.57	57.02
135	Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014.	42.95	17.81	60.76
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.	22.25	12.24	34.49
138	Temperature Control Installer	32.94	18.80	51.74
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	32.39	18.46	50.85
203	Three or More Axle	18.00	22.88	40.88
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	18.00	22.88	40.88
207	Truck Mechanic	18.00	22.88	40.88

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 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.21	14.63	38.84
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper	21.01	9.37	30.38
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.01	13.63	34.64
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.	18.33	13.65	31.98
314	Railroad Track Laborer	23.46	3.30	26.76
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'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).	33.42	18.96	52.38
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).	32.89	18.96	51.85
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.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
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.	37.10	21.57	58.67

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.	34.50	20.04	54.54
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**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On All Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
509	Backhoe (Track Type) Having a Mfg's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).	36.35	6.95	43.30
510	Backhoe (Track Type) Having a Mfg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	33.42	18.96	52.38
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.82	18.96	49.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	24.19	17.89	42.08
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	32.32	18.55	50.87
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

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 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.	35.10	18.40	53.50
105	Carpenter Future Increase(s): 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.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): 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.	33.51	16.13	49.64
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.	32.82	22.61	55.43
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	42.45	16.71	59.16
137	Teledata Technician or Installer	21.89	11.85	33.74

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35

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 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.	25.60	14.62	40.22
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	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).	33.42	18.96	52.38
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).	32.89	18.96	51.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
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.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	24.19	17.89	42.08
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

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

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	30.48	15.90	46.38
107	Cement Finisher Future Increase(s): 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.	33.51	16.13	49.64
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.	34.07	19.25	53.32
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	21.87	11.37	33.24
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Rofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
TRUCK DRIVERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.22	19.90	54.12
203	Three or More Axle Future Increase(s): Add \$1.30/hr on 6/1/2014. 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.	24.52	17.77	42.29
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/1/17. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	29.27	20.40	49.67
205	Pavement Marking Vehicle	23.31	17.13	40.44
206	Shadow or Pilot Vehicle	34.22	19.90	54.12
207	Truck Mechanic	23.31	17.13	40.44

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 \$1.60/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).	29.32	14.63	43.95
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper Future Increase(s): 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).	29.32	14.63	43.95
304	Flagperson or Traffic Control Person Future Increase(s): 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.	25.67	14.63	40.30
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

**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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	20.40	57.12
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.22	20.40	56.62

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> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm.</p>	35.72	20.40	56.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.46	20.40	55.86
535	<p>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.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.17	20.40	55.57
536	Fiber Optic Cable Equipment.	26.69	16.65	43.34
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	32.93	19.93	52.86
107	Cement Finisher	31.48	15.68	47.16
109	Electrician	31.27	22.81	54.08
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Rofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

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	30.00	15.00	45.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	17.00	0.00	17.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	28.07	13.25	41.32
303	Landscaper Future Increase(s): 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).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	20.40	57.12
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.22	20.40	56.62

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 &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm.</p>	35.72	20.40	56.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p>	33.96	19.79	53.75
545	<p>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.</p>	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	35.12	18.46	53.58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	36.22	20.40	56.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	32.89	18.96	51.85
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.	33.67	19.48	53.15
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.25/hr on 6/2/2014.	33.68	19.81	53.49
102	Boilermaker	26.00	4.73	30.73
103	Bricklayer, Blocklayer or Stonemason	32.01	13.26	45.27
104	Cabinet Installer	22.00	1.05	23.05
105	Carpenter	30.48	3.24	33.72
106	Carpet Layer or Soft Floor Coverer	23.68	3.20	26.88
107	Cement Finisher	20.93	5.94	26.87
108	Drywall Taper or Finisher	22.50	0.88	23.38
109	Electrician	27.50	7.47	34.97
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	18.52	4.89	23.41
112	Fire Sprinkler Fitter	52.82	5.54	58.36
113	Glazier	38.03	13.42	51.45
114	Heat or Frost Insulator	30.00	0.00	30.00
115	Insulator (Batt or Blown)	19.00	14.33	33.33
116	Ironworker	31.25	19.46	50.71
117	Lather	30.48	3.24	33.72
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	32.01	13.26	45.27
121	Metal Building Erector	17.00	3.82	20.82
123	Overhead Door Installer	12.00	0.00	12.00
124	Painter	20.00	4.22	24.22

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
125	Pavement Marking Operator	30.00	0.00	30.00
129	Plasterer	25.00	0.00	25.00
130	Plumber	30.00	10.62	40.62
132	Refrigeration Mechanic	19.75	8.56	28.31
133	Roofer or Waterproofer	17.00	3.72	20.72
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	31.72	16.10	47.82
137	Teledata Technician or Installer	24.75	8.09	32.84
138	Temperature Control Installer	22.50	0.70	23.20
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.77	16.50	40.27
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	32.50	0.02	32.52
146	Well Driller or Pump Installer	27.60	5.80	33.40
147	Siding Installer	20.18	0.00	20.18

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	28.05	4.16	32.21
203	Three or More Axle	18.00	2.37	20.37
205	Pavement Marking Vehicle	18.00	2.37	20.37
207	Truck Mechanic	19.00	1.85	20.85

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	18.14	10.16	28.30
302	Asbestos Abatement Worker	17.00	3.86	20.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper	30.00	0.00	30.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	29.70	20.08	49.78
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.	29.70	16.00	45.70

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