

RUSH

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/22/2013

Contract between: Rams Contracting, Ltd.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Environmental Remediation of the North 800 Block of East Was
hington Avenue

Contract No.: 7061
Enactment No.: RES-13-00210
Dollar Amount: 269,795.00

File No.: 29282
Enactment Date: 03/20/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3/22/13	3-22-13
Director of Civil Rights		3/27/13 MDD
Risk Manager	03-27-2013	3/28/13 KRB
Finance Director	3-28-13	3-28-13 RW
City Attorney	493 3-28-13	3-29-13
Mayor	3-29-13	3-29-13

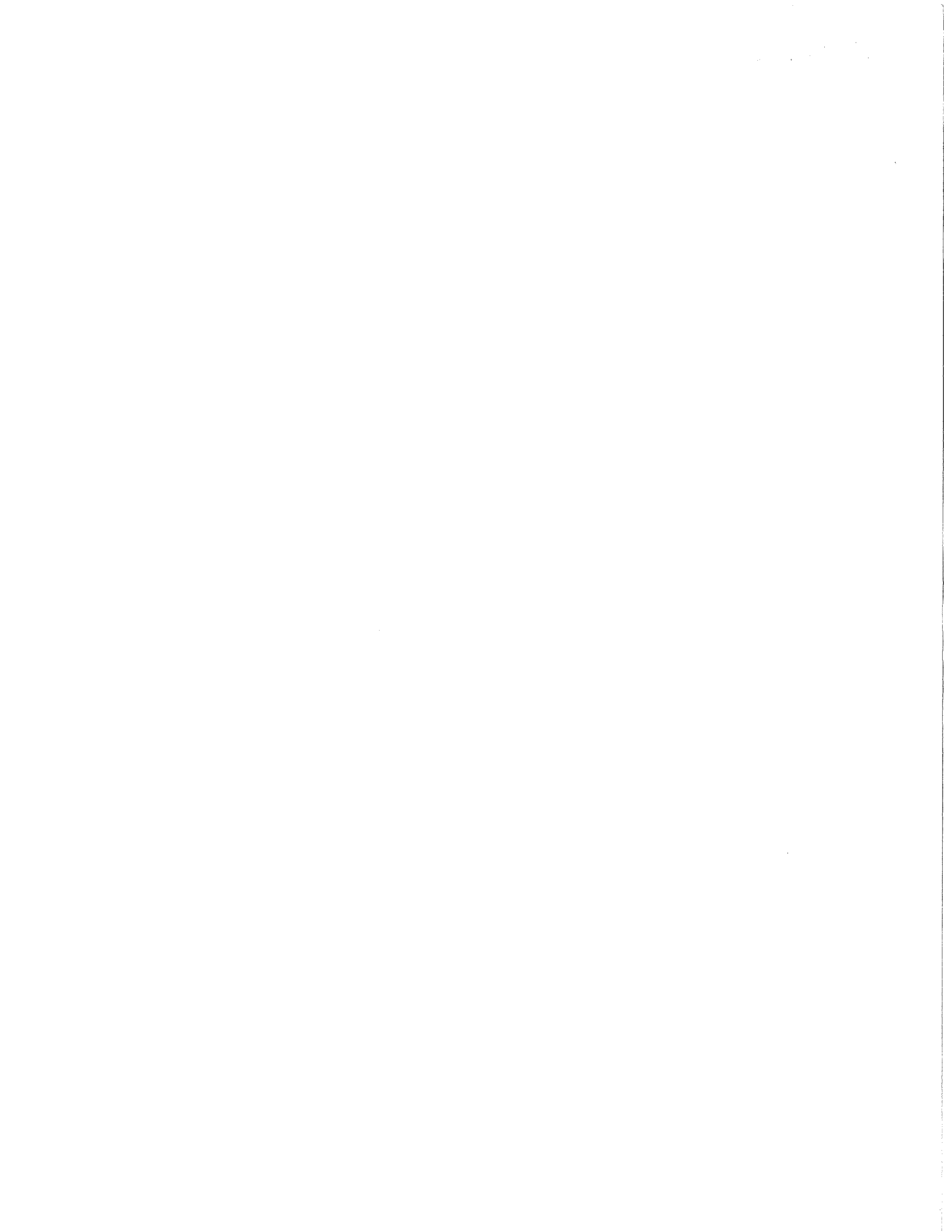
Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

Original + 2 Copies

Pb# 81537061

03/22/2013 08:26:10 enjls - Please contact Johanna Johnson or Janet Pien,
266-4751, when contract has been signed and ready to continue routing.
03/22/2013 08:26:48 enjls - Design Engineer: Brynn Bemis, 267-1986

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: See above
AA Plan: approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / FW / Goal / Loan / Agrmt



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File #:	29282	Version: 1	Name:	Awarding Public Works Contract No. 7061, Environmental Remediation of the North 800 Block of East Washington Avenue.
Type:	Resolution		Status:	Passed
File created:	2/26/2013		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	3/19/2013		Final action:	3/19/2013
Enactment date:	3/20/2013		Enactment #:	RES-13-00210
Title:	Awarding Public Works Contract No. 7061, Environmental Remediation of the North 800 Block of East Washington Avenue.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	<u>Contract 7061.pdf</u>			

[History \(3\)](#) [Text](#)

Fiscal Note

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

Title

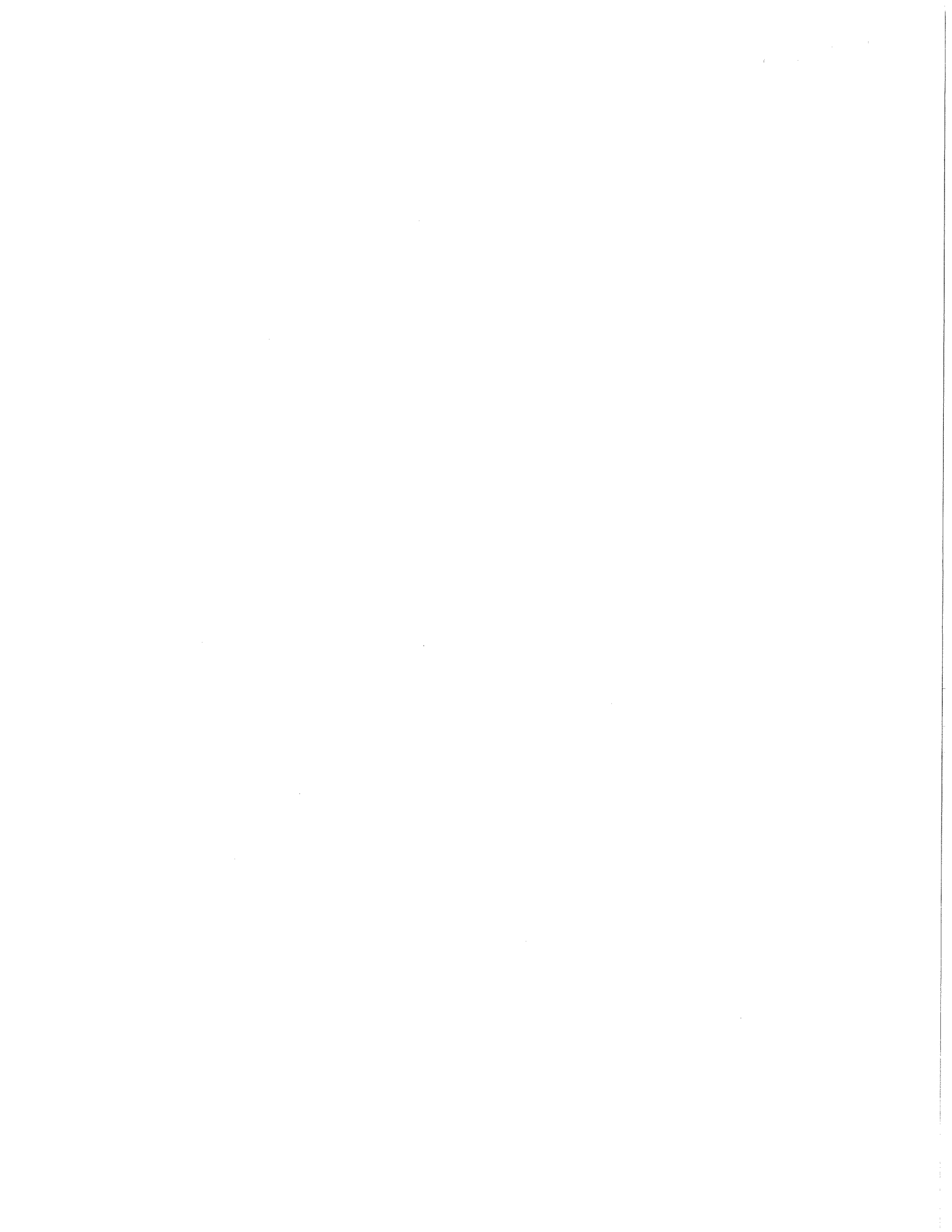
Awarding Public Works Contract No. 7061, Environmental Remediation of the North 800 Block of East Washington Avenue.

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. 7061) for itemization of bids.



PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7061
ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON AVENUE

RAMS CONTRACTING, LTD.

\$269,795.00

Acct. No. CT36-54809-823601-00-53W1428
Contingency 8%±

\$269,795.00
21,585.00

GRAND TOTAL

\$291,380.00



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

Wednesday, March 20, 2013

BREHMER, RANDY L
WALES WI

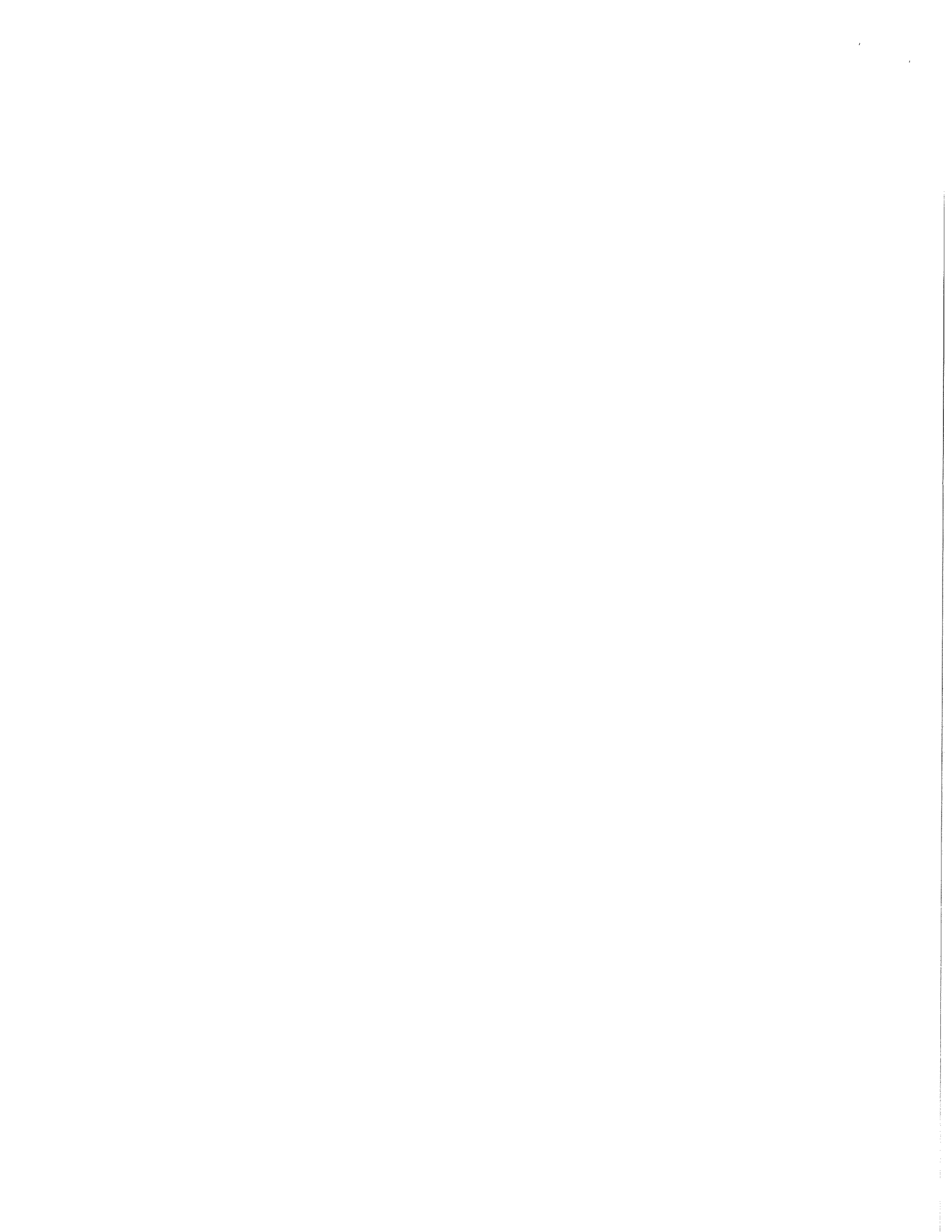
Year of Birth: 1951
Status: Active
License Number: 179424
NPN**: 285599
Effective Date: 01-01-1982
Expiration Date: 11-30-2014
License Type: Resident Intermediary Indv
CE Compliance: 11-30-2014

Lines of Authority

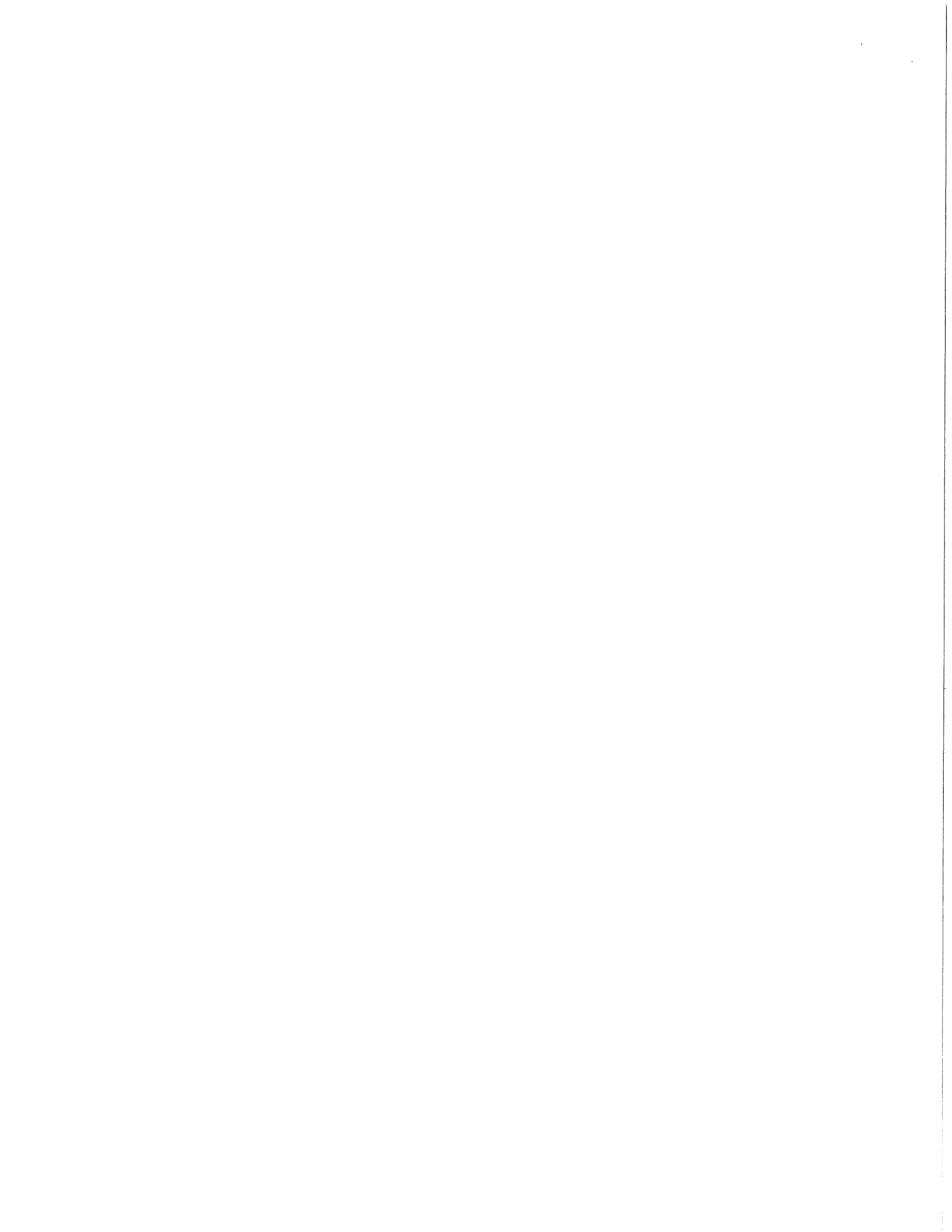
Line of Authority	Residency	Effective Date	Status
Property	Resident	01-01-1982	Active
Casualty	Resident	01-01-1982	Active

Appointments and Terminations

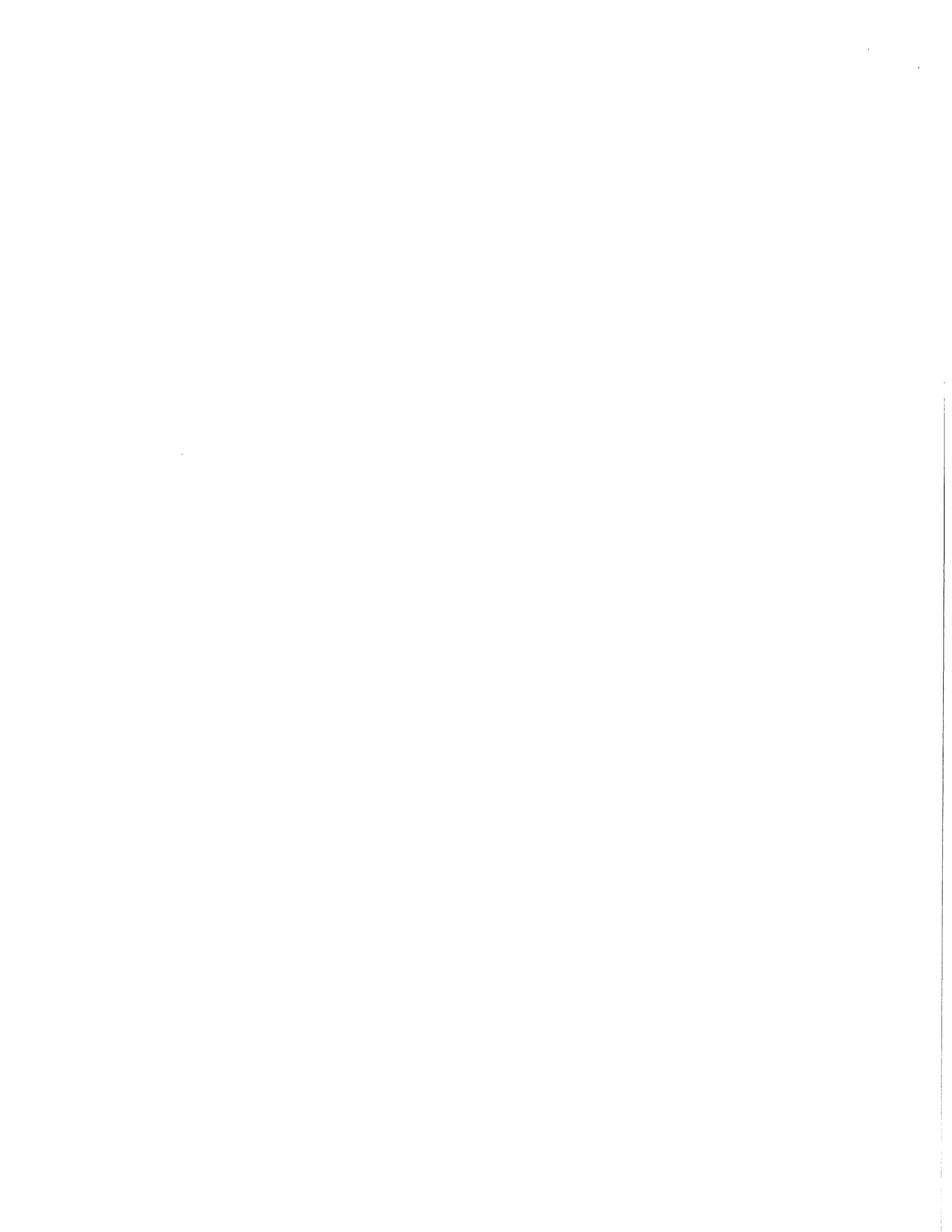
Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	02-23-1991		
	PROP/Active	02-23-1991		
American Casualty Company of Reading, Pennsylvania	CAS/Active	02-04-1997		
	PROP/Active	02-04-1997		
American Contractors Indemnity Company	CAS/Active	04-29-2010		
American Fire and Casualty Company	CAS/Active	05-15-1980		
	PROP/Active	05-15-1980		
American Guarantee and Liability Insurance Company	CAS/Active	08-25-1997		
	PROP/Active	08-25-1997		
American Interstate Insurance Company	CAS/Inactive	04-30-1999	12-24-2004	Inadequate Production
	PROP/Inactive	04-30-1999	12-24-2004	Inadequate Production
American States Insurance Company	CAS/Active	03-14-2001		
	PROP/Active	03-14-2001		
American Zurich Insurance Company	CAS/Active	08-25-1997		
	PROP/Active	08-25-1997		
AmTrust Insurance Company of Kansas,	CAS/Inactive	07-18-2007	07-13-2009	Canceled
	PROP/Inactive	07-18-2007	07-13-2009	Canceled



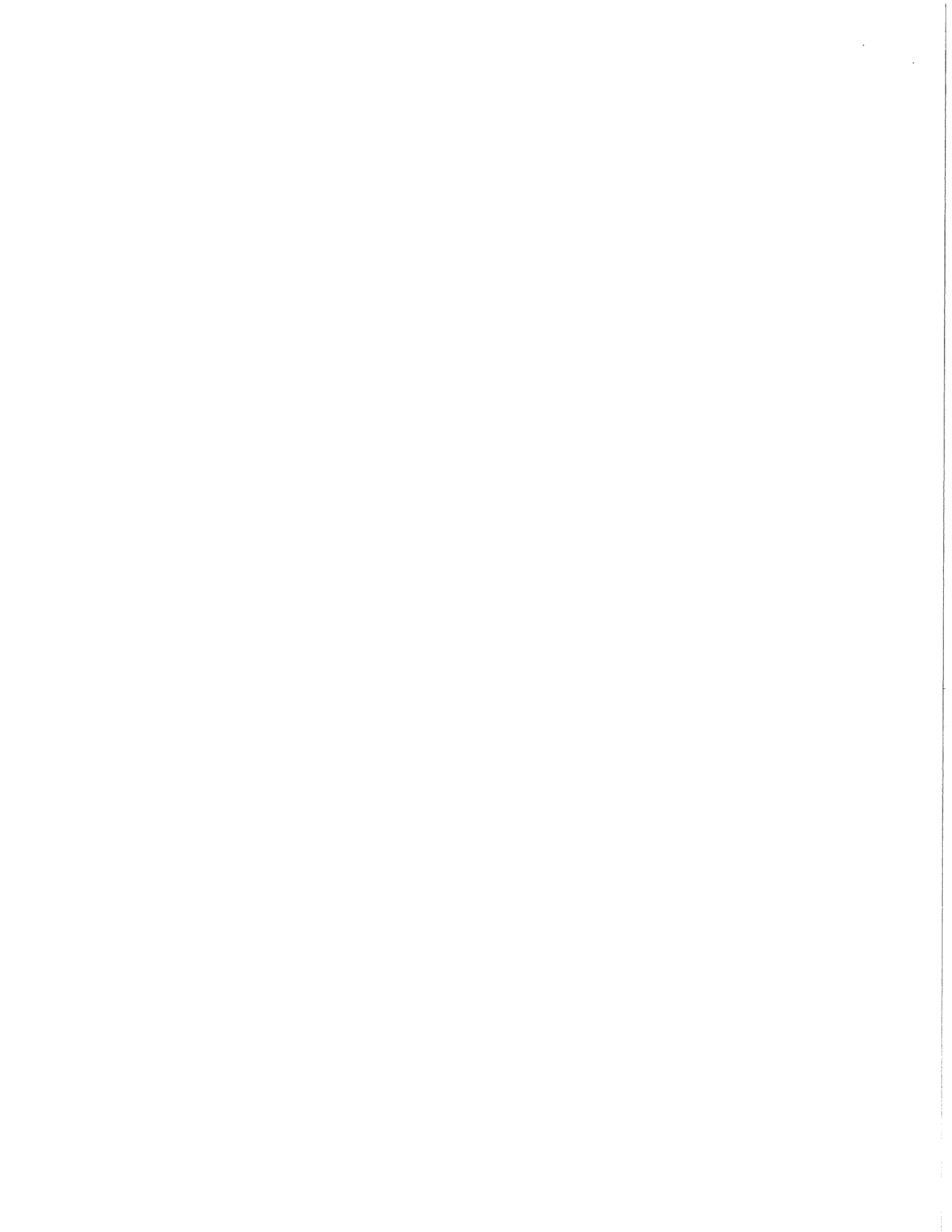
Inc.					
Amwest Surety Insurance Company	CAS/Inactive	08-10-1990	11-28-1997	Vol. Surrender per Agent Rqst	
Assurance Company of America	CAS/Inactive	02-08-1991	10-19-2012	Vol. Surrender per Agent Rqst	
	PROP/Inactive	02-08-1991	10-19-2012	Vol. Surrender per Agent Rqst	
Austin Mutual Insurance Company	CAS/Inactive	11-04-2003	09-03-2009	Canceled	
	PROP/Inactive	11-04-2003	09-03-2009	Canceled	
Bituminous Casualty Corporation	CAS/Inactive	09-21-1999	08-16-2002	Canceled	
	CAS/Inactive	02-11-1983	03-13-1998	Vol. Surrender per Agent Rqst	
	PROP/Inactive	09-21-1999	08-16-2002	Canceled	
	PROP/Inactive	02-11-1983	03-13-1998	Vol. Surrender per Agent Rqst	
Bituminous Fire and Marine Insurance Company	CAS/Inactive	09-21-1999	08-16-2002	Canceled	
	CAS/Inactive	02-11-1983	03-13-1998	Vol. Surrender per Agent Rqst	
	PROP/Inactive	09-21-1999	08-16-2002	Canceled	
	PROP/Inactive	02-11-1983	03-13-1998	Vol. Surrender per Agent Rqst	
Capitol Indemnity Corporation	CAS/Inactive	04-23-2002	05-30-2007	Inadequate Production	
	PROP/Inactive	04-23-2002	05-30-2007	Inadequate Production	
Charter Oak Fire Insurance Company, The	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
Colonial American Casualty and Surety Company	CAS/Active	04-30-1999			
	PROP/Active	04-30-1999			
Commercial Insurance Company of Newark, N. J.	CAS/Inactive	09-01-1995	01-21-1999	Inadequate Production	
	PROP/Inactive	09-01-1995	01-21-1999	Inadequate Production	
Consolidated Insurance Company	CAS/Active	09-07-2007			
	PROP/Active	09-07-2007			
Continental Casualty Company	CAS/Active	02-04-1997			
	PROP/Active	02-04-1997			
Continental Insurance Company, The	CAS/Active	02-24-2006			
	CAS/Inactive	01-06-1997	01-15-1998	Inadequate Production	
	PROP/Active	02-24-2006			
	PROP/Inactive	01-06-1997	01-15-1998	Inadequate Production	
Emcasco Insurance	CAS/Inactive	06-30-1983	03-14-2001	Vol. Surrender per	



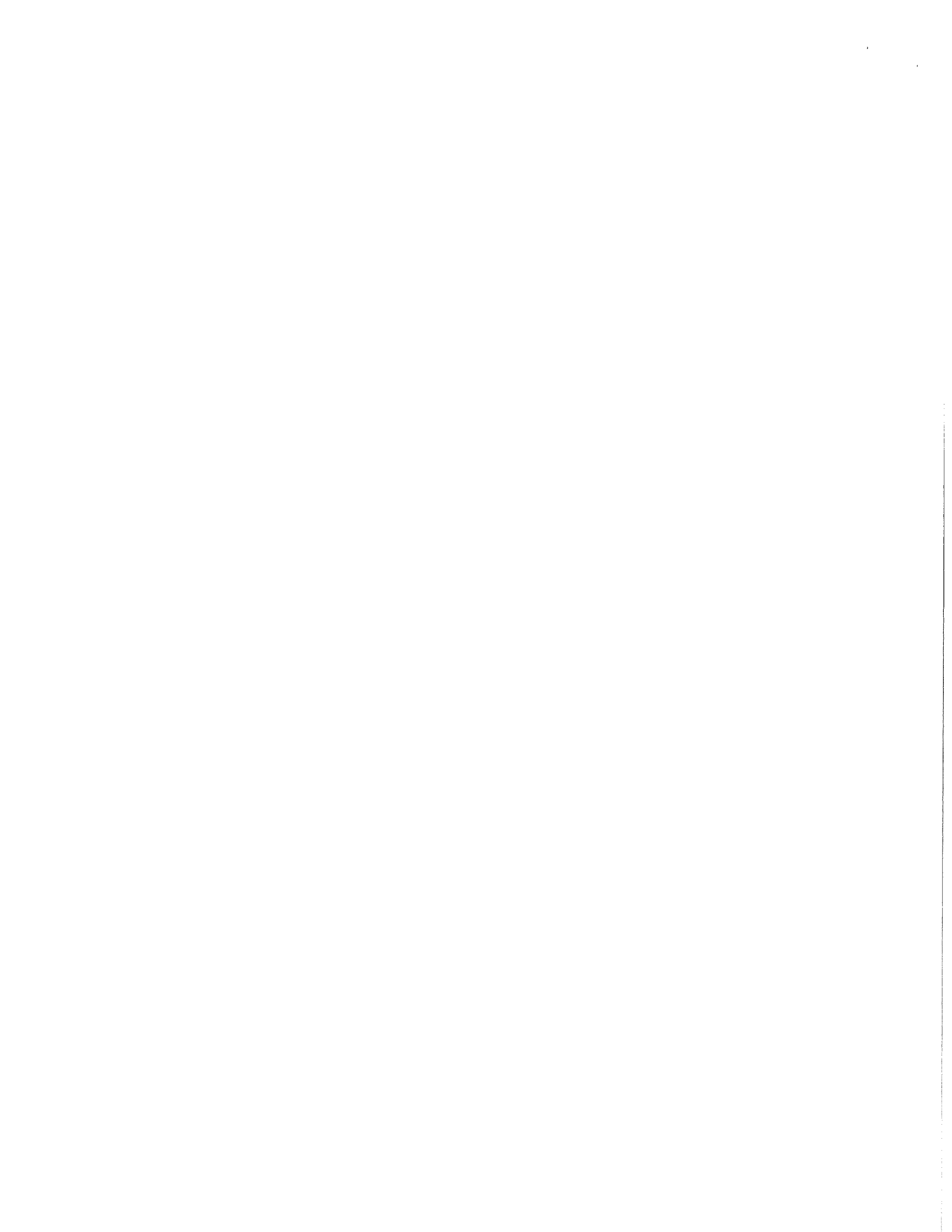
Company				Agent Rqst
	PROP/Inactive	06-30-1983	03-14-2001	Vol. Surrender per Agent Rqst
Employers Insurance Company of Wausau	CAS/Inactive	08-24-1995	12-15-2004	Inadequate Production
	PROP/Inactive	08-24-1995	12-15-2004	Inadequate Production
Employers Mutual Casualty Company	CAS/Inactive	06-30-1983	03-14-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-30-1983	03-14-2001	Vol. Surrender per Agent Rqst
Farmers Automobile Insurance Association, The	CAS/Active	12-04-2002		
	PROP/Active	12-04-2002		
Fidelity and Casualty Company of New York, The	CAS/Inactive	01-06-1997	01-20-1999	Inadequate Production
	PROP/Inactive	01-06-1997	01-20-1999	Inadequate Production
Fidelity and Deposit Company of Maryland	CAS/Active	01-06-1984		
	PROP/Active	01-06-1984		
Fidelity and Guaranty Insurance Company	CAS/Inactive	11-07-1986	12-05-2009	Canceled
	PROP/Inactive	11-07-1986	12-05-2009	Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive	11-07-1986	12-05-2009	Canceled
	PROP/Inactive	11-07-1986	12-05-2009	Canceled
Fidelity National Property and Casualty Insurance Company	CAS/Inactive	03-14-1997	02-21-2000	Inadequate Production
	PROP/Inactive	03-14-1997	02-21-2000	Inadequate Production
Firemen's Insurance Company of Newark, New Jersey	CAS/Inactive	01-06-1997	01-22-1999	Inadequate Production
	PROP/Inactive	01-06-1997	01-22-1999	Inadequate Production
First Liberty Insurance Corporation, The	CAS/Inactive	11-04-1994	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-04-1994	12-27-2005	Vol. Surrender per Agent Rqst
First National Insurance Company of America	CAS/Active	03-14-2001		
	PROP/Active	03-14-2001		
Foremost Insurance Company Grand Rapids, Michigan	CAS/Active	11-16-2012		
	PROP/Active	11-16-2012		
Foremost Property and Casualty Insurance Company	CAS/Active	11-16-2012		
	PROP/Active	11-16-2012		



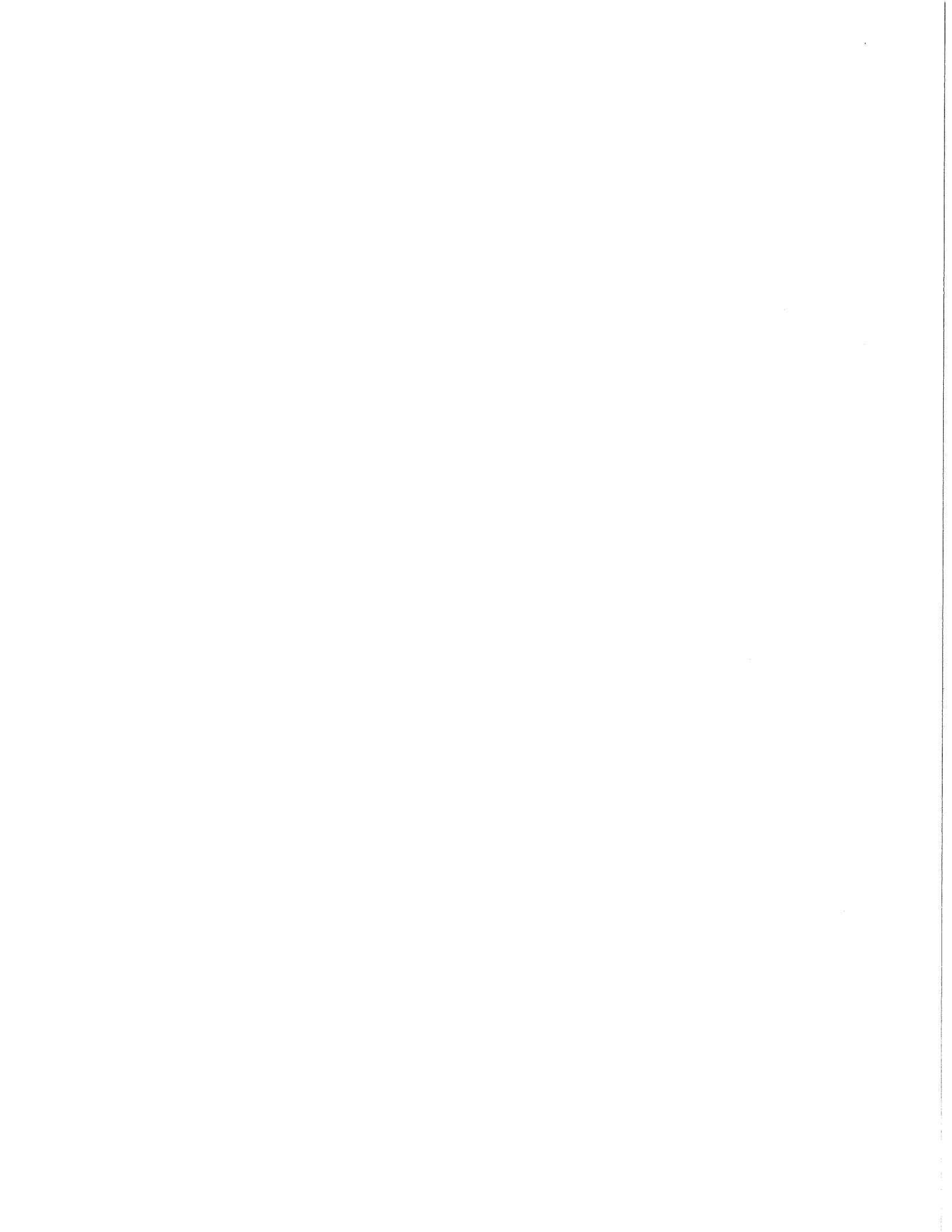
Foremost Signature Insurance Company	CAS/Active	11-16-2012		
	PROP/Active	11-16-2012		
Frankenmuth Mutual Insurance Company	CAS/Inactive	12-13-1994	09-08-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-13-1994	09-08-2000	Vol. Surrender per Agent Rqst
General Casualty Company of Wisconsin	CAS/Active	04-06-2006		
	PROP/Active	04-06-2006		
General Insurance Company of America	CAS/Active	03-14-2001		
	PROP/Active	03-14-2001		
Glens Falls Insurance Company, The	CAS/Inactive	01-06-1997	01-20-1999	Inadequate Production
	PROP/Inactive	01-06-1997	01-20-1999	Inadequate Production
Guarantee Company of North America USA, The	CAS/Active	09-14-2010		
	CAS/Inactive	07-28-1998	06-23-2003	Inadequate Production
Harleysville Lake States Insurance Company	CAS/Inactive	11-07-1996	02-10-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-07-1996	02-10-1998	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Active	09-07-2007		
	PROP/Active	09-07-2007		
Houston General Insurance Company	CAS/Inactive	03-25-1992	05-01-1996	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-25-1992	05-01-1996	Vol. Surrender per Agent Rqst
Indiana Insurance Company	CAS/Active	09-07-2007		
	PROP/Active	09-07-2007		
Integrity Mutual Insurance Company	CAS/Inactive	11-11-1994	07-23-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-11-1994	07-23-1998	Vol. Surrender per Agent Rqst
Kansas City Fire and Marine Insurance Company	CAS/Inactive	01-06-1997	01-20-1999	Inadequate Production
	PROP/Inactive	01-06-1997	01-20-1999	Inadequate Production
Liberty Insurance Corporation	CAS/Inactive	12-12-2001	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-12-2001	12-27-2005	Vol. Surrender per Agent Rqst
Liberty Mutual Fire Insurance Company	CAS/Active	12-12-2001		
	PROP/Active	12-12-2001		



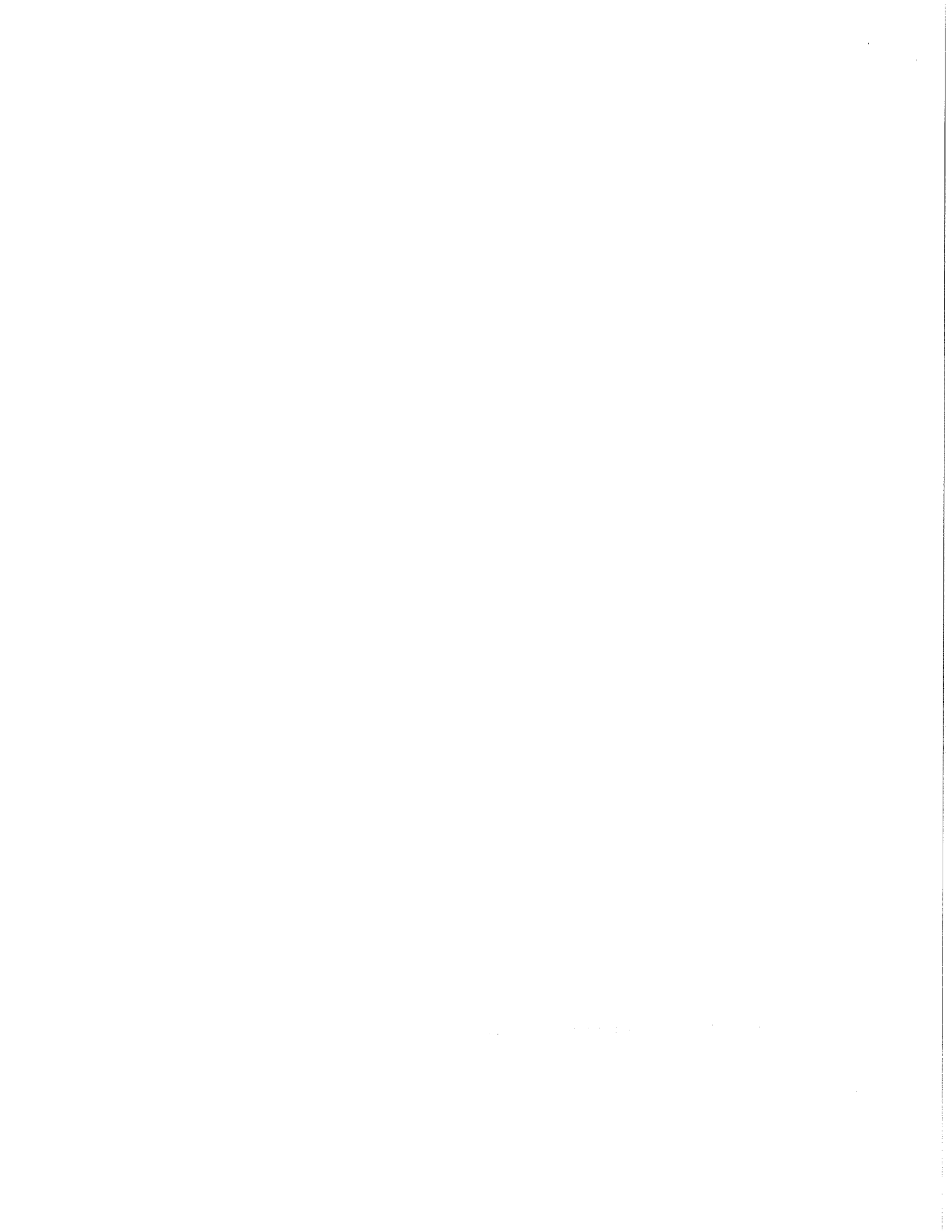
Liberty Mutual Insurance Company	CAS/Active	11-04-1994			
	PROP/Active	11-04-1994			
LM Insurance Corporation	CAS/Active	11-04-1994			
	PROP/Active	11-04-1994			
Maryland Casualty Company	CAS/Inactive	02-08-1991	10-19-2012		Vol. Surrender per Agent Rqst
	PROP/Inactive	02-08-1991	10-19-2012		Vol. Surrender per Agent Rqst
Merchants Bonding Company (Mutual)	CAS/Active	01-24-2001			
Merchants National Bonding, Inc.	CAS/Active	02-05-2013			
Meridian Security Insurance Company	CAS/Active	12-17-2012			
	PROP/Active	12-17-2012			
Michigan Commercial Insurance Mutual	CAS/Active	07-14-2006			
Midwestern Indemnity Company, The	CAS/Active	09-07-2007			
	PROP/Active	09-07-2007			
Milbank Insurance Company	CAS/Active	12-17-2012			
	PROP/Active	12-17-2012			
Milwaukee Casualty Insurance Co.	CAS/Inactive	10-19-2004	07-13-2009		Canceled
	PROP/Inactive	10-19-2004	07-13-2009		Canceled
Milwaukee Insurance Company	CAS/Inactive	10-19-2004	12-31-2008		Canceled
	PROP/Inactive	10-19-2004	12-31-2008		Canceled
National Fire Insurance Company of Hartford	CAS/Active	02-04-1997			
	PROP/Active	02-04-1997			
National Union Fire Insurance Company of Pittsburgh, Pa.	CAS/Inactive	06-17-2002	06-08-2004		Canceled
	PROP/Inactive	06-17-2002	06-08-2004		Canceled
Netherlands Insurance Company, The	CAS/Active	09-07-2007			
	PROP/Active	09-07-2007			
Northern Insurance Company of New York	CAS/Inactive	02-08-1991	10-19-2012		Vol. Surrender per Agent Rqst
	PROP/Inactive	02-08-1991	10-19-2012		Vol. Surrender per Agent Rqst
Ohio Casualty Insurance Company, The	CAS/Active	02-09-1977			
	PROP/Active	02-09-1977			



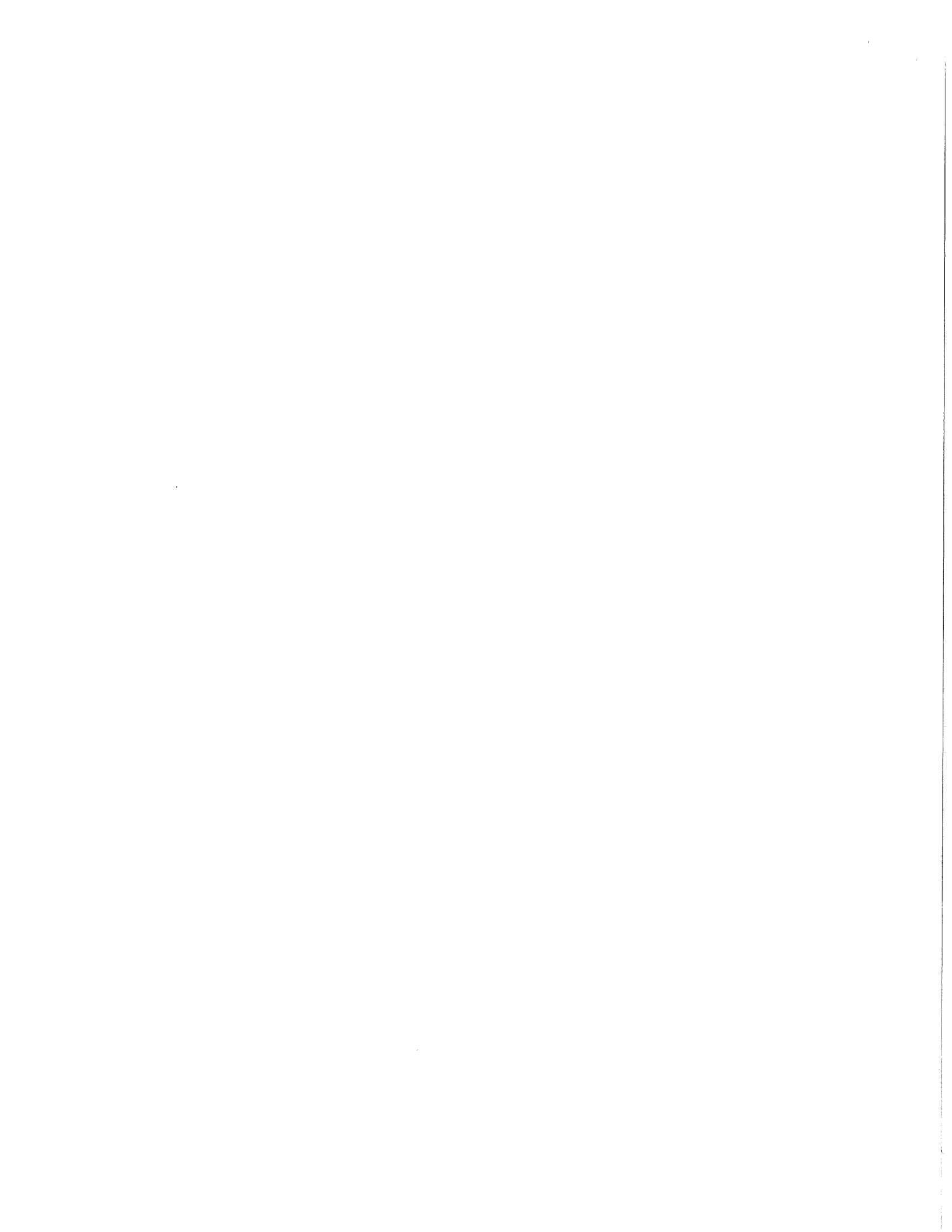
Ohio Security Insurance Company	CAS/Active	04-06-2011			
	PROP/Active	04-06-2011			
Old Republic Insurance Company	CAS/Active	12-29-1986			
	PROP/Active	12-29-1986			
Old Republic Surety Company	CAS/Active	05-25-2004			
	PROP/Active	05-25-2004			
Peerless Indemnity Insurance Company	CAS/Active	09-07-2007			
	PROP/Active	09-07-2007			
Peerless Insurance Company	CAS/Active	09-07-2007			
	PROP/Active	09-07-2007			
Pekin Insurance Company	CAS/Active	12-04-2002			
	PROP/Active	12-04-2002			
Phoenix Insurance Company, The	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
Progressive Northern Insurance Company	CAS/Inactive	12-14-2001	08-14-2006		Vol. Surrender per Agent Rqst
	PROP/Inactive	12-14-2001	08-14-2006		Vol. Surrender per Agent Rqst
Regent Insurance Company	CAS/Active	04-06-2006			
	PROP/Active	04-06-2006			
SAFECO Insurance Company of America	CAS/Active	03-14-2001			
	PROP/Active	03-14-2001			
Seaboard Surety Company	CAS/Inactive	12-03-1998	02-17-2009		Canceled
	PROP/Inactive	12-03-1998	02-17-2009		Canceled
SECURA INSURANCE, A Mutual Company	CAS/Active	02-27-1991			
	PROP/Active	02-27-1991			
SECURA Supreme Insurance Company	CAS/Active	08-01-1996			
	PROP/Active	08-01-1996			
Security National Insurance Company	CAS/Inactive	07-18-2007	07-13-2009		Canceled
	PROP/Inactive	07-18-2007	07-13-2009		Canceled
Selective Insurance Company of America	CAS/Inactive	10-20-1998	05-12-2009		Vol. Surrender per Agent Rqst
	PROP/Inactive	10-20-1998	05-12-2009		Vol. Surrender per Agent Rqst
Selective Insurance Company of South Carolina	CAS/Inactive	10-20-1998	05-12-2009		Vol. Surrender per Agent Rqst
	PROP/Inactive	10-20-1998	05-12-2009		Vol. Surrender per Agent Rqst



Selective Insurance Company of the Southeast	CAS/Inactive	10-20-1998	05-12-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-20-1998	05-12-2009	Vol. Surrender per Agent Rqst
SFM Mutual Insurance Company	CAS/Inactive	10-28-2003	09-04-2008	Canceled
St. Paul Fire and Casualty Insurance Company	CAS/Inactive	12-03-1998	12-05-2009	Canceled
	PROP/Inactive	12-03-1998	12-05-2009	Canceled
St. Paul Fire and Marine Insurance Company	CAS/Inactive	12-03-1998	12-05-2009	Canceled
	PROP/Inactive	12-03-1998	12-05-2009	Canceled
St. Paul Guardian Insurance Company	CAS/Inactive	12-03-1998	12-05-2009	Canceled
	PROP/Inactive	12-03-1998	12-05-2009	Canceled
St. Paul Mercury Insurance Company	CAS/Inactive	12-03-1998	12-05-2009	Canceled
	PROP/Inactive	12-03-1998	12-05-2009	Canceled
Star Insurance Company	CAS/Inactive	10-27-2009	09-21-2010	Canceled
State Auto Insurance Company of Wisconsin	CAS/Active	12-17-2012		
	PROP/Active	12-17-2012		
State Auto Property and Casualty Insurance Company	CAS/Active	12-17-2012		
	PROP/Active	12-17-2012		
State Automobile Mutual Insurance Company	CAS/Active	12-17-2012		
	PROP/Active	12-17-2012		
Statewide Insurance Company	CAS/Inactive	09-07-1993	01-21-2004	Canceled
	PROP/Inactive	09-07-1993	01-21-2004	Canceled
Transcontinental Insurance Company	CAS/Inactive	01-19-2004	01-14-2008	Canceled
	CAS/Inactive	07-10-2003	12-16-2003	Inadequate Production
	PROP/Inactive	01-19-2004	01-14-2008	Canceled
	PROP/Inactive	07-10-2003	12-16-2003	Inadequate Production
Transportation Insurance Company	CAS/Active	01-19-2004		
	CAS/Inactive	09-18-2002	12-16-2003	Inadequate Production
	PROP/Active	01-19-2004		
	PROP/Inactive	09-18-2002	12-16-2003	Inadequate Production
Travelers Casualty and Surety Company	CAS/Active	04-04-2012		
	PROP/Active	04-04-2012		
Travelers Casualty and Surety Company	CAS/Active	04-28-2004		
	PROP/Active	04-28-2004		



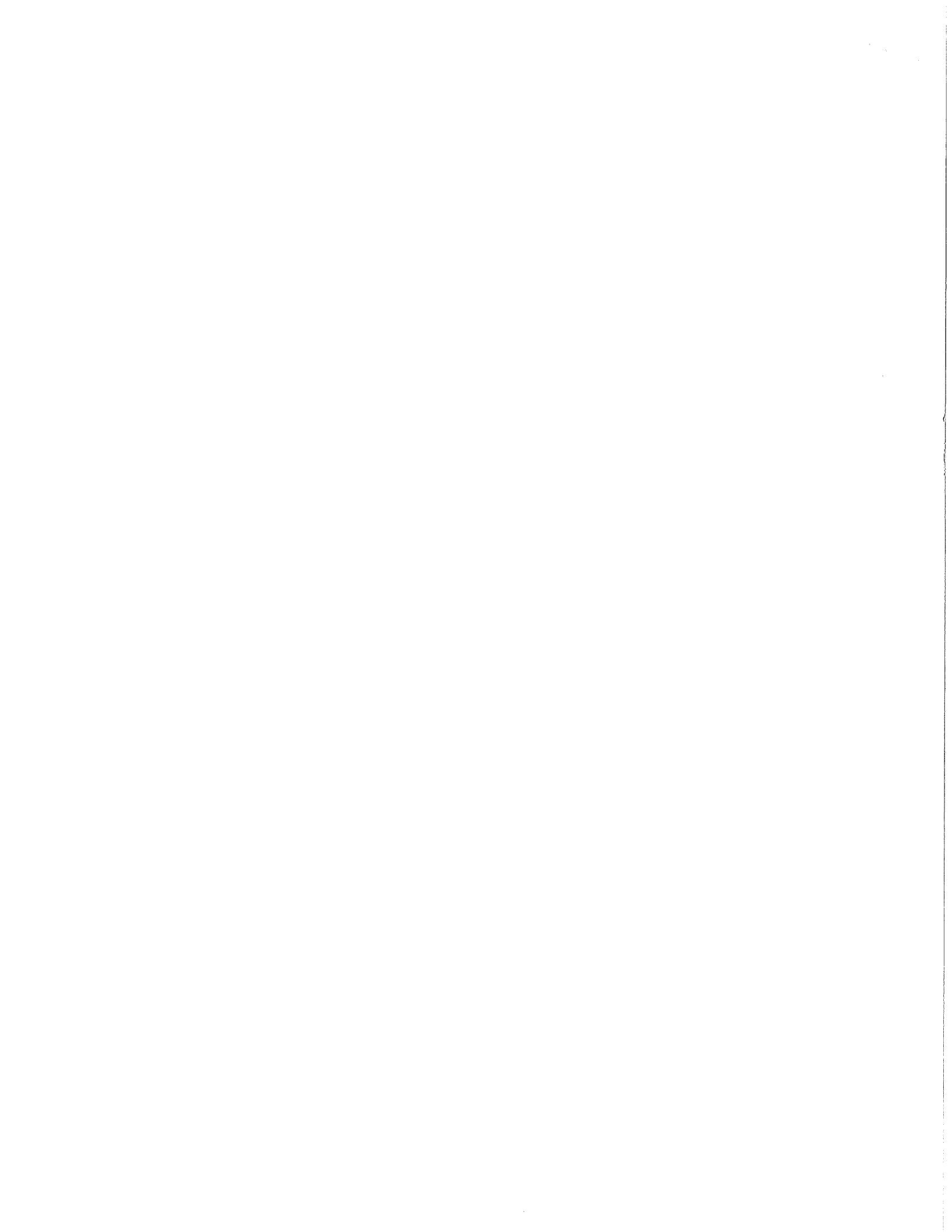
of America					
Travelers Casualty Insurance Company of America	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
Travelers Indemnity Company of America, The	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
Travelers Indemnity Company of Connecticut, The	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
Travelers Indemnity Company, The	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
Travelers Property Casualty Company of America	CAS/Active	04-04-2012			
	PROP/Active	04-04-2012			
U.S. Specialty Insurance Company	CAS/Active	04-29-2010			
United States Fidelity and Guaranty Company	CAS/Inactive	11-07-1986	12-05-2009		Canceled
	PROP/Inactive	11-07-1986	12-05-2009		Canceled
USF&G Insurance Company of Wisconsin	CAS/Inactive	05-23-1995	01-01-2001		Company Merger
	PROP/Inactive	05-23-1995	01-01-2001		Company Merger
Valiant Insurance Company	CAS/Inactive	02-08-1991	12-05-2007		Canceled
	PROP/Inactive	02-08-1991	12-05-2007		Canceled
Valley Forge Insurance Company	CAS/Active	01-19-2004			
	CAS/Inactive	09-18-2002	12-16-2003		Inadequate Production
	PROP/Active	01-19-2004			
	PROP/Inactive	09-18-2002	12-16-2003		Inadequate Production
Wausau Business Insurance Company	CAS/Inactive	08-24-1995	12-15-2004		Inadequate Production
	PROP/Inactive	08-24-1995	12-15-2004		Inadequate Production
Wausau General Insurance Company	CAS/Inactive	10-11-1999	12-15-2004		Inadequate Production
	PROP/Inactive	10-11-1999	12-15-2004		Inadequate Production
Wausau Underwriters Insurance Company	CAS/Inactive	08-24-1995	12-15-2004		Inadequate Production
	PROP/Inactive	08-24-1995	12-15-2004		Inadequate Production
West American Insurance Company	CAS/Active	02-09-1977			
	PROP/Active	02-09-1977			
Western Surety Company	CAS/Active	07-31-1998			
Wilson Mutual	CAS/Active	09-27-2011			



Insurance Company	PROP/Active	09-27-2011		
XL Specialty Insurance Company	CAS/Inactive	03-08-1999	11-03-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-08-1999	11-03-2006	Vol. Surrender per Agent Rqst
Zurich American Insurance Company	CAS/Active	08-25-1997		
	PROP/Active	08-25-1997		
Zurich American Insurance Company of Illinois	CAS/Active	08-25-1997		
	PROP/Active	08-25-1997		

* 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.



\$269,795.00
ORIGINAL

BID OF **RAMS CONTRACTING, LTD.**

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE

CONTRACT NO. 7061

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON **MARCH 19, 2013**

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

CITY ENGINEERING DIVISION
1600 EMIL STREET MADISON,
WISCONSIN 53713

www.cityofmadison.com/business/pw



**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

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This Proposal, and Agreement have
been prepared by:

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



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



SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
7061	ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON AVENUE
SBE GOAL	15%

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

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2013 to January 31, 2015 must submit their application on or before 1:00 p.m., FEBRUARY 22, 2013, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

PRE-BID MEETING

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

A pre-bid construction meeting will be held to discuss the specifics of the project on Thursday, February 14, 2013 at 8:30 AM at 1600 Emil Street, Madison, Wisconsin. It is highly encouraged that bidders attend this meeting.

OTHER REQUIREMENTS

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

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

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

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

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

A BEST VALUE CONTRACTING MUNICIPALITY

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

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

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

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

Publ. WSJ 2/8/13 & 2/15/13



SECTION B: INSTRUCTIONS TO BIDDERS

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

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

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

Section 102.1: Pre-Qualification of Bidders

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

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

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

Section 102.4: Proposals

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

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

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

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

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

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

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

Section 102.5: Bid Deposit (Proposal Guaranty)

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

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

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

Building Demolition

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

Street, Utility and Site Construction

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

State of Wisconsin Certifications

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

SECTION C: SBE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/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 in a separate sealed envelope marked: “**ENVELOPE 2 - SBE COMPLIANCE REPORT.**” This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

- 2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.1.1 **Cover Page**, Page C-7; and
 - 2.4.2.1.2 **Summary Sheet**, C-8.
- 2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.2.1 **Cover Page**, Page C-7;
 - 2.4.2.2.2 **Summary Sheet**, C-8; and
 - 2.4.2.2.3 **SBE Contact Report**, C-9 and C-10. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

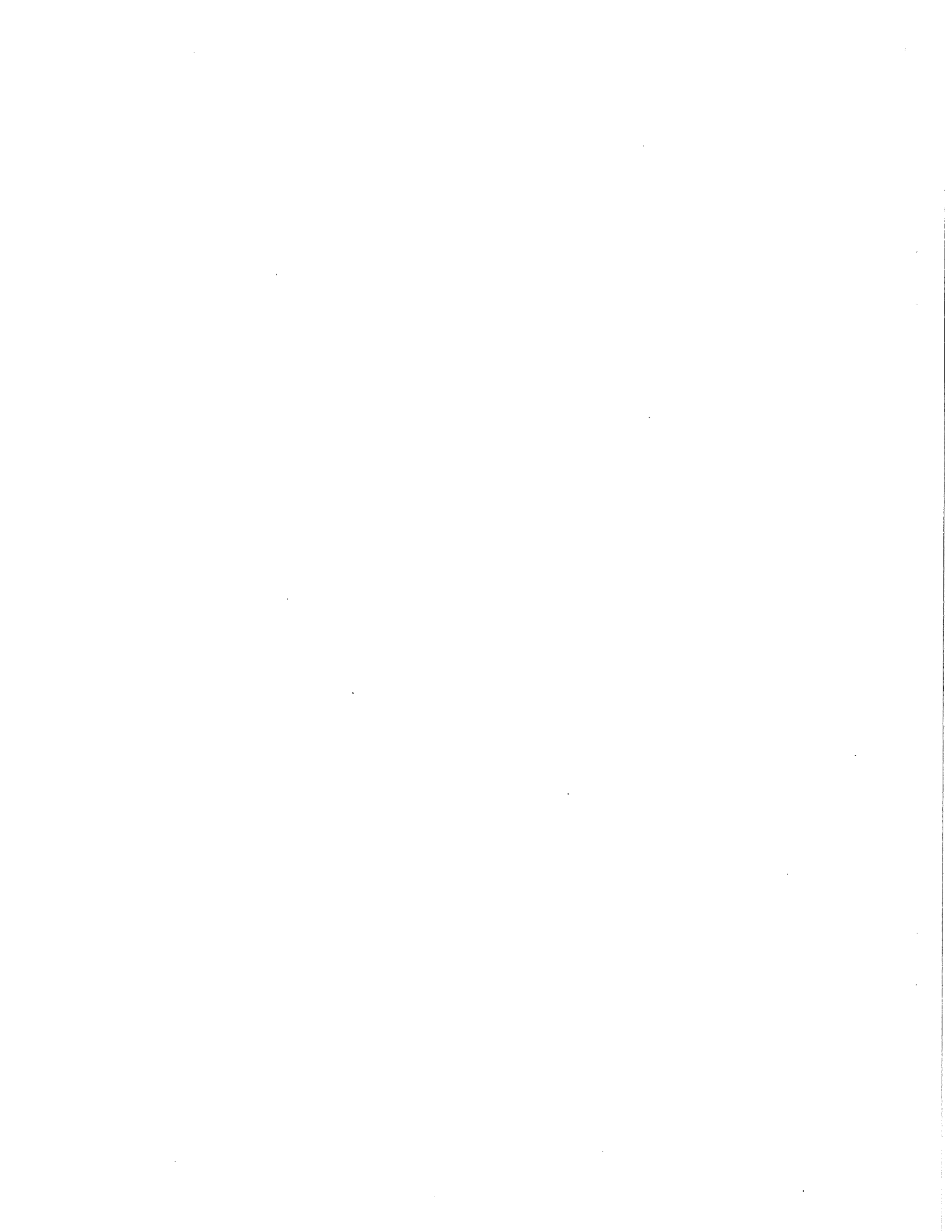
2.7 SBE Definition and Eligibility Guidelines

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

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

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

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



ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification:

I, _____, _____ of
Name Title

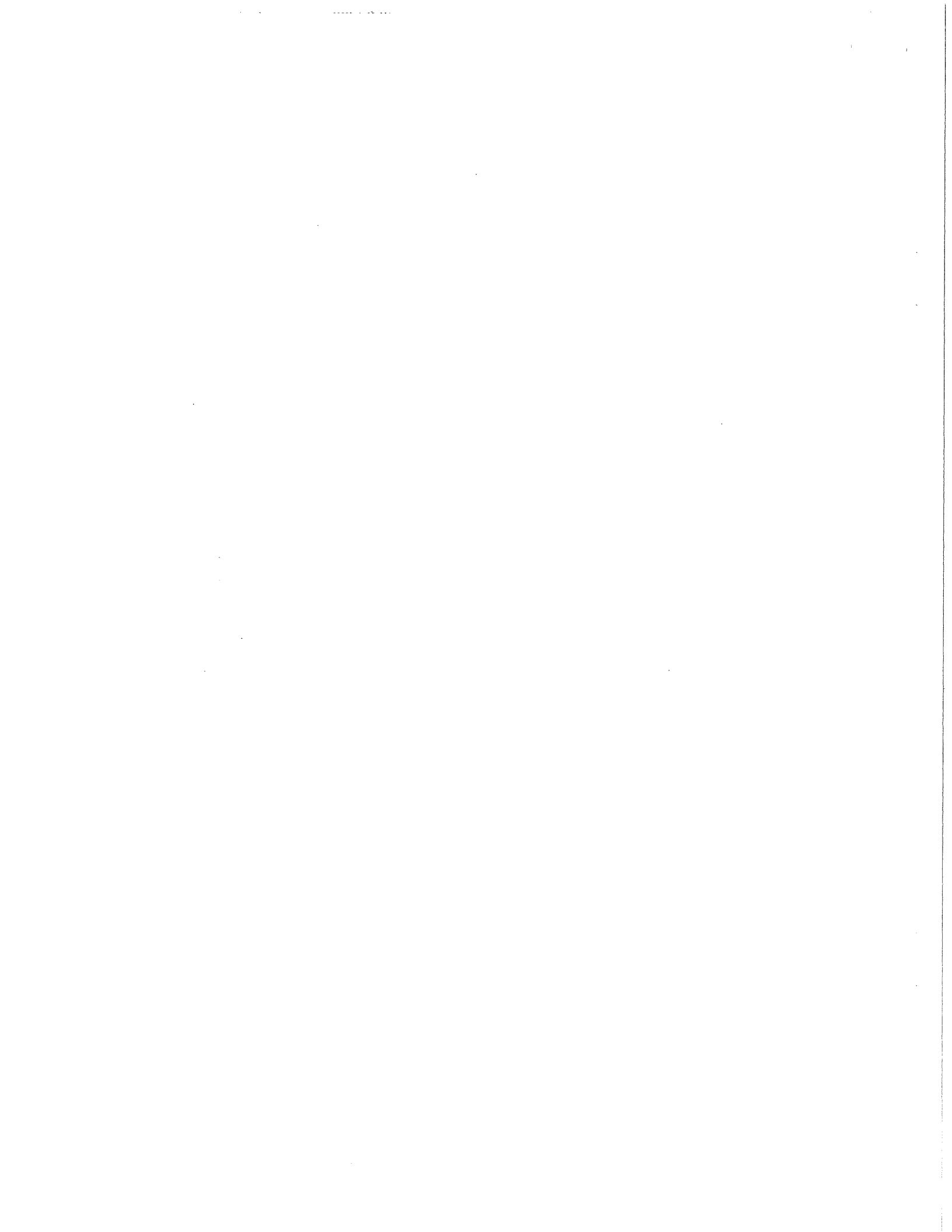
_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date



**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

**Small Business Enterprise Compliance Report
Summary Sheet**

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

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

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

Total Percentage of SBE Utilization: _____ %.



ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061

Small Business Enterprise Compliance Report

SBE Contact Report

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

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

SBE Information:

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

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

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

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

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

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

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 102.09: BIDDER'S UNDERSTANDING

A pre-bid meeting will be held on Thursday, February 14, 2013 at 8:30 AM at 1600 Emil Street, Madison, Wisconsin. During this meeting, contractors will have the opportunity to discuss questions with the City's environmental consultant, SCS Engineers.

Location: 1600 Emil Street, Madison, WI

Date: February 14, 2013

Time: 8:30 AM

ARTICLE 104: SCOPE OF WORK

This contract includes environmental cleanup of 800 East Washington Avenue. The total project area is approximately 200,000 square feet. The purposes of the project is to clean up the site by removing petroleum contaminated material and industrial fill material to prepare the site for redevelopment.

The work under this contract shall include but not be limited to installation of temporary construction fencing; installation of a construction site entrance/tracking pad; installation of silt sock and inlet protection; traffic control; removal of asphalt pavement; removal of concrete slabs and foundations; excavation of subbase material; excavation of petroleum contaminated material; excavation of industrial fill; hauling of industrial fill and petroleum contaminated material to a licensed landfill; placement and compaction of general fill; finish grading of the site; lowering existing inlets to match finished grades or

installing new temporary inlets with structures; placement of topsoil, seeding, fertilizer and mulch; and street sweeping.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

The Contractor shall note that any/all bid item quantities may increase or decrease beyond the limits set forth in Section 104, 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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

SECTION 105.12: COOPERATION BY CONTRACTOR

The Contractor shall perform a One Call through Diggers Hotline prior to beginning construction.

The City reserves the right at any time to contract for and perform other or additional work on or near the work covered by any contract.

The Contractor shall arrange and conduct the work so as not to interfere with the operations of other contractors engaged upon or near the work and to join the work to that of others in a proper manner, and in accordance with the spirit of the plans and Specifications, and to perform the work in the proper sequence in relation to that of other work, all as may be directed by the Engineer. Adjacent Public Works projects include contract #6994 (project #53W1462) and contract #6906 (project 53W1409).

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall complete any portions of the work in such order of time as has been stated in the contract or in such order as the Engineer may declare necessary by reason of an emergency.

SECTION 107.7: MAINTENANCE OF TRAFFIC

All signing shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15d30.

A traffic control plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. Please note that the inbound East Washington Avenue lane is closing this spring and will not be available for traffic related to this project.

Traffic control shall be measured as lump sum (Bid Item No. 10701). Payment for the traffic control is full compensation for assembling, hauling, maintaining, restoring and removing non-permanent traffic signs and maintaining damaged or stolen signs; which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description. Contractor shall inspect traffic control daily to insure all traffic control remains in place during the project.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

<http://www.cityofmadison.com/business/pw/documents/GuidelineNoParkingConstruction.pdf>

The contractor shall not restrict traffic during peak hours on streets with a functional classification of collector or arterial. Peak hours are defined as 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

SECTION 108.2: PERMITS AND LICENSING

The City of Madison will 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 on City of Madison Public Works contracts with one acre or greater of land disturbing activity. The Contractor shall meet the conditions of the permit and the City of Madison Erosion Control and Stormwater Management Permit by properly installing and maintaining the erosion control measures shown on the plans, specified in the Special Provisions, or as directed by the Engineer. This work will be paid for under the appropriate contract bid items in accordance with Article 210 EROSION CONTROL. Copies of the permits will be available at the City of Madison, Engineering Division office.

This list is not intended to be an exhaustive list of all permits that may be required to be obtained by the Contractor for construction. It shall be the responsibility of the Contractor to identify and obtain all other permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

SECTION 109.2: PROSECUTION OF THE WORK

The contractor shall begin work on or before **April 1, 2013** and shall be completed by **June 7, 2013**. The Contractor shall execute signing of this contract completely prior to **March 20, 2013**. No exceptions or extension to the above date will be permitted.

The Contractor shall employ an ample labor and supervisory force and provide construction equipment properly adapted to the work and of sufficient capacity and efficiency to accomplish the work in a safe and workmanlike manner at the rate of progress specified. All equipment shall be maintained in good working order and provision shall be made for immediate emergency repairs.

Should the Contractor fail to maintain the rate of progress required to complete the work within the contract time specified, the Engineer may require that additional labor or equipment be placed on the work, or a reorganization be effected in order that the work will be brought up to schedule and maintained there. Should the Contractor fail to comply therewith, the Engineer may proceed under the provisions of these Specifications.

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise such precautions necessary to produce satisfactory work, and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the contract and that no extra compensation will be allowed therefore.

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 work hours to 7:00 a.m. to 7 p.m. Monday-Saturday unless approved by the Engineer in writing and no work shall be performed on holidays.

BID ITEM 10911 - MOBILIZATION

Mobilization shall consist of the work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of all Contractor's offices, buildings, sanitary and other facilities necessary for work on the project; and of all other work and operations which must be performed or for which costs must be incurred before beginning work on the various items on the project site. Included in the mobilization will be the installation of construction fencing around the perimeter of the project site. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The fence shall be placed as shown on the plan set and removed by the contractor at the completion of the project.

This item of work shall be paid for one time during the life of the contract at the contract lump sum price for Mobilization (Bid Item No. 10911), which price shall be full compensation for supplying and furnishing all materials, facilities and services, and for performing all work necessary for the completion of this item, including all necessary repetitions caused by any and all suspensions of the work during the life of the contract.

ARTICLE 201: EXCAVATION CUT

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications and modified herein.

Earthwork quantities for excavation cut were developed into separate material types as described below. The top three (3) feet of material at the site shall be removed by the Contractor including the asphalt pavement, subbase material and industrial fill material. Concrete slabs and foundations shall also be removed as described in BID ITEM 90002.

1. **BID ITEM 90001 – ASPHALT PAVEMENT:** All asphalt pavements shall be removed from the site or used as general fill, per the bid item 90006. Asphalt pavement thickness is assumed to be an average of 4-inches across the site (see logs in **Attachment A**). Milled asphalt pavement (onsite or offsite) may be used as general fill material.

METHOD OF MEASUREMENT

Asphalt pavement removal shall be measured on the plan set in square yards.

BASIS OF PAYMENT

Asphalt pavement 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.

2. **BID ITEM 90002 – SUBBASE MATERIAL:** Subbase material shall be excavated by the Contractor and reused as part of the general fill material to backfill the petroleum contaminated material and concrete foundation excavations. Subbase material ranges from 0 to 25 inches thick, with an average thickness of 12-inches below the concrete foundations/slabs and the asphalt pavement (see logs in **Attachment A**). The Engineer will determine the actual thickness of subbase material based on soil color in the field.

METHOD OF MEASUREMENT

Subbase material excavation shall be measured on the plan set in square yards, as directed by the Engineer. No change in compensation will be given if the actual thickness differs from the City's estimate. The contractor shall remove all subbase material regardless of the thickness encountered in the field, as directed by the Engineer.

BASIS OF PAYMENT

Subbase material excavation 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.

3. **BID ITEM 90003 – PETROLEUM CONTAMINATED MATERIAL:** Petroleum contaminated material is located as shown on the plan set. Petroleum contaminated material shall be excavated by the Contractor as directed by the Engineer and disposed at the licensed landfill, selected by the City. The tonnage of material is estimated based on an assumed extent of contamination at the site and an excavation depth of approximately seven (7) feet below the existing grades.

Actual excavation limits and depths will be determined by the Engineer in the field based on soil screening and budget constraints. Petroleum contaminated soil excavation will begin in the center of the excavation areas shown on the drawings and proceed radial outward based on field screening readings, directed by the Engineer. Removal of materials beyond the limits and depth determined by the Engineer without authorization shall be at the Contractor's expense.

Hauling of the petroleum contaminated material is discussed in BID ITEM 90008.

METHOD OF MEASUREMENT

Petroleum contaminated material excavated shall be measured in tons as recorded at the licensed landfill. The City has assumed 1.7 tons/cubic yards for this conversion.

BASIS OF PAYMENT

Petroleum contaminated material excavated 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 90004 – INDUSTRIAL FILL MATERIAL: Industrial fill material is located below the subbase material. It is anticipated that approximately 12-inches of industrial fill material will be removed across the site and disposed at the licensed landfill. The depth of the Industrial Fill Material will be determined by the Engineer based on budget constraints and field conditions. Removal of materials beyond the limits and depth determined by the Engineer without authorization shall be at the Contractor's expense.

Hauling of industrial fill material is discussed in BID ITEM 90008.

METHOD OF MEASUREMENT

Industrial fill material excavation shall be measured in tons as recorded at the licensed landfill.

BASIS OF PAYMENT

Industrial material excavation 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.

4. **BID ITEM 90006 – REMOVAL OF CONCRETE**

The Contractor shall remove/recycle all concrete including slabs, foundations and miscellaneous concrete structures. Concrete removal includes removal and proper disposal of all concrete reinforcement. Crushed concrete may be used as general fill material under bid item 90005, and on-site concrete crushing is allowed. See Plan Set for concrete removal locations. See test pit logs in **Attachment A** for foundation materials and dimensions.

METHOD OF MEASUREMENT

Concrete removal shall be measured as a lump sum.

BASIS OF PAYMENT

Concrete removal 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.

ARTICLE 202: FILL

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications and modified herein.

Earthwork quantities for fill material were developed into separate material types as described below.

1. **BID ITEM 90005 – GENERAL FILL:** General Fill shall be used as backfill for filling the areas where petroleum contaminated material or concrete foundations were excavated. General Fill refers to on-site subbase material as defined by the Engineer, processed concrete/asphalt, or selected natural materials. The material shall consist of sand, a mixture of sand with gravel, crushed stone, processed asphalt, or crushed concrete, more generally identified as pit run sand, pit run sand and gravel, crushed stone base course, crusher run crushed stone, and crushed concrete. The gradation of the material shall be such that not less than one hundred (100) percent passes a six (6) inch sieve, not less than eighty-five (85) percent by weight passes a three (3) inch sieve, and not less than twenty-five (25) percent by weight passes a Number 4 sieve. The material shall be free from dirt, debris, frozen materials, vegetable matter, and lumps or balls of clay. The source and the material to be used for the various purposes shall be subject to the approval of the Engineer. Specifically, reused asphalt shall be placed at least two feet above the water table, as determined by the Engineer. In addition, material larger than two (2) inches in any dimension shall not be used within the top foot of fill. General Fill shall be compacted to the special compaction specifications as stated in the City of Madison Special Specifications.

METHOD OF MEASUREMENT

General Fill shall be measured by cubic yards compacted in place. The Engineer will survey the ground surface before and after fill placement to determine the in place volumes.

BASIS OF PAYMENT

General Fill 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.

2. **BID ITEM 20221 – TOPSOIL:** Two (2) inches of topsoil shall be placed by the Contractor across the entire site after finish grading is performed, per bid item 20109. The topsoil shall be fertile, natural, free of large stones, roots, sticks, clay, weeds and sod, and suitable for use as a growing medium for vegetation. All debris shall be removed from the site prior to the placement of the topsoil.

METHOD OF MEASUREMENT

Topsoil shall be measured on the plan set in square yards.

BASIS OF PAYMENT

Topsoil 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 ITEMS 90007 – Hauling of Petroleum Contaminated Soil and Industrial Fill

Petroleum contaminated soil and industrial fill material shall be hauled to Madison Prairie Landfill in Sun Prairie, Wisconsin. Tipping fees will be paid for directly by the City of Madison.

METHOD OF MEASUREMENT

Petroleum contaminated soil and industrial fill hauled shall be measured in tons as recorded at the landfill. The City has assumed 1.7 tons/CY for this item. The contractor shall provide landfill tickets as verification of tons hauled.

BASIS OF PAYMENT

Hauling of petroleum contaminated soil and industrial fill measured as described 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 90008 – SEED, FERTILIZE, & MULCH

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications ARTICLE 207 and modified herein.

Seed

The Turf with Annual Rye seed mix as described in the Standard Specifications shall be used on the project. Minimum rate for seeding is 5 lbs per 1000 sf.

Fertilizers

Fertilizers shall be standard commercial products conforming to the requirements of the Wisconsin Statutes. Each package of fertilizer shall be plainly marked with the analysis of the phosphoric acid and soluble potash. Fertilizers shall meet the following minimum requirements:

- Nitrogen, not less than 10%
- Phosphoric Acid, not less than 10%
- Potash, not less than 10%

Fertilizer shall be applied at the rate of ten (10) pounds per 1,000 sf. The fertilizer for the seeding areas shall be uniformly spread thereon and incorporated into the soil by light discing and harrowing. The fertilizer shall be pulverized and free from lumps when applied.

Mulching Material

Mulching material shall consist of any straw, hay, wood excelsior fiber or other suitable material of a similar nature which is substantially free of noxious weed seeds and objectionable foreign matter. Placed mulch shall be crimped to prevent blowing of material per accordance with Article 207 of the *Standard Specifications for Public Works Contracts*

METHOD OF MEASUREMENT

Seed, fertilizer, and mulch shall be measured on the plan set in square yards.

BASIS OF PAYMENT

Seed, fertilizer, and mulch measured as described 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 90009 – SEDIMENT TRAP

Construct sediment traps as shown on the plan set, and includes removal upon establishment of good grass cover over the entire site. Materials to construct the sediment trap are included in this bid item as a lump sum.

METHOD OF MEASUREMENT

Sediment trap construction shall be measured per each constructed.

BASIS OF PAYMENT

Sediment traps measured as described 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, including all clear stone and silt sock.

BID ITEM 90010– TEMPORARY INLETS

Remove and replace existing inlets with temporary inlets sized to match finished grades. This work includes connecting the inlet to the existing storm sewer laterals in accordance with City of Madison Standard Specifications. Contractor may resize existing inlet structures and reuse existing frames and grates or provide new materials. If new frames, grates, and inlet structures are provided by the Contractor, the Engineer must approve the materials prior to installation by the Contractor.

Removal and disposal of existing inlets shall be in accordance with City of Madison Standard Specifications. Installation of temporary inlets shall be in accordance with City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Temporary inlets shall be measured by counting the number of temporary inlets installed.

BASIS OF PAYMENT

Temporary inlets measured as described 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.

STANDARD BID ITEMS

Work under the below sections shall be accomplished in accordance with the City of Madison Standard Specifications

BID ITEM 20109 – FINISH GRADING

BID ITEM 21017 – SILT SOCK (8-INCH), COMPLETE

BID ITEM 21011 – CONSTRUCTION ENTRANCE

BID ITEM 20217 – CLEAR STONE, CONSTRUCTION ENTRANCE

BID ITEM 21013 – STREET SWEEPING

BID ITEM 21041 – INLET PROTECTION, TYPE D COMPLETE

Attachment A

Boring Logs

Test Bit Logs

State of Wisconsin
Department of Natural Resources

Route To:

- Watershed/Wastewater
 Remediation/Redev.
 Waste Management Other

SOIL BORING LOG INFORMATION

Form 4400-122

7-98 b12

Facility/Project Name Don Miller Property		25211 5 th 0 BT Squared #.		License/Permit/Monitoring Number		Boring Number CMU-5A					
Boring Drilled By (Firm name and name of crew chief) Soil Essentials - Dave Paulson				Drilling Started 9/19/2011		Drilling Completed 9/19/2011		Drilling Method DPT			
DNR Facility Well No.		WI Unique Well No.		Common Well Name		Static Water Level Feet		Surface Elevation Feet		Borehole Diam. Inches	
Boring Location State Plane 1/4 of 1/4 of Section, T. N., R. E.				S13 T7N R9E		Lat. Long.		Local Grid Location (If applicable) Feet N., Feet E.			

County Dane			DNR County Code 13			Civil Town/City/or Village Madison		
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Sample Number	Length Recovered	Blow Counts	Depth in Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	USCS	Graphic Log	Well Diagram	Max. PID/FID	Soil Properties			RQD/ Comments
									Standard Penetration	Moisture Content	P200	
S1			1	13" concrete	cl			0.2		M		
S2	31		2	cut-up sand & gravel, mottled gray, brown, black;						M		
S2			3							M		
S2			4	silt w/ sand; gravel, mottled as above, some sand is clay frags.				0.5		M		
S3			5							M		
S3			6	clay, gray				1.5		M		water no odor below water
S3	32		7							M		
S4			8					26.8		U		
S4			9							U		
S5			10					71000		U		
S5			11							U		
S5	54'		12							U		
S5			13							U		
S6			14							U		
S6			15					31.3		U		

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature Meghan [Signature]	Firm BT Squared, Inc.
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This form is authorized by Chapters 281, 283, 289, 291, 292, 295, and 299, Wis. Stats. Completion of this form is mandatory. Failure to file this form may result in forfeiture between \$10 and \$25,000, or imprisonment for up to one year, depending on program and conduct involved. Personally identifiable information on this form is not intended to be used for any other purpose. NOTE: See instructions for more information.

Water @ 1355

Facility/Project Name <i>Don Miller Property</i>		2521156 BT Squared #.		License/Permit/Monitoring Number		Boring Number <i>CMU-9</i>	
Boring Drilled By (Firm name and name of crew chief) <i>Soil Essentials - Dave Paulson</i>				Drilling Started <i>9/20/2011</i>		Drilling Completed <i>9/20/2011</i>	
DNR Facility Well No.		WI Unique Well No.		Common Well Name		Static Water Level Feet	
						Surface Elevation Feet	
Boring Location State Plane <i>NE SW S13 T7N R9E</i>		1/4 of 1/4 of Section, T. N., R. E.		Lat. Long.		Local Grid Location (If applicable) Feet N., Feet E.	
County <i>Dane</i>				DNR County Code <i>13</i>		Civil Town/City/or Village <i>Madison</i>	

Sample Number	Length Recovered	Blow Counts	Depth in Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	USCS	Graphic Log	Well Diagram	Max. PID/FID	Soil Properties			RQD/ Comments
									Standard Penetration	Moisture Content	P200	
<i>S1</i>	<i>40"</i>		1	<i>2" asphalt SILTY GRAVEL w/ SAND, yellow tan, gravel 0.5", angular</i>				<i>0.8</i>				
			2	<i>SILTY SAND w/ GRAVEL, black, gravel mainly brick fragments, coal, limestone</i>								
			3	<i>SILTY CLAY, some sand, mottled dark gray; black, med. brown, some sand D. color bags,</i>				<i>11.7</i>				
<i>S2</i>			4									
<i>S3</i>	<i>55"</i>		5	<i>PEAT, black, organic silt</i>							<i>odor @ 5'</i>	
			6	<i>CLAY, mottled light gray; tan, to plant matter</i>				<i>1.7</i>				
<i>S4</i>			7									
			8									
			9					<i>0.9</i>			<i>wet @ 9'</i>	
			10									
			11	<i>BOF @ 10'</i>								
			12									
			13									
			14									
			15									

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature *Meghan [Signature]* Firm *BT Squared, Inc.*

This form is authorized by Chapters 281, 283, 289, 291, 292, 295, and 299, Wis. Stats. Completion of this form is mandatory. Failure to file this form may result in forfeiture between \$10 and \$25,000, or imprisonment for up to one year, depending on program and conduct involved. Personally identifiable information on this form is not intended to be used for any other purpose. NOTE: See instructions for more information.

*35-4' @ 0955
60-71' @ 1000
5-6'*

Facility/Project Name Dan Miller Property		2521156 BT Squared #.		License/Permit/Monitoring Number		Boring Number CMU-18						
Boring Drilled By (Firm name and name of crew chief) Soil Essentials - Dave Paulson				Drilling Started 9/20/2011		Drilling Completed 9/20/2011		Drilling Method DPT				
DNR Facility Well No.		WI Unique Well No.		Common Well Name		Static Water Level Feet		Surface Elevation Feet		Borehole Diam. Inches		
Boring Location State Plane SE NW S13 T7N R9E 1/4 of 1/4 of Section, T. N., R. E.				Lat. Long.		Local Grid Location (If applicable) Feet N., Feet E.						
County Dane				DNR County Code 13		Civil Town/City/or Village Madison						
Sample Number	Length Recovered	Blow Counts	Depth in Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	USCS	Graphic Log	Well Diagram	Max. PID/FID	Soil Properties			RQD/ Comments
									Standard Penetration	Moisture Content	P200	
S1	40"		1	2" asphalt				0.5	M/D			
			2	SILT w/ SAND & GRAVEL, w/ dark brown, sand; gravel mostly coal fragments/cinders, brick fragments,								
			3	SILT w/ SAND, black, tr. gravel, sand; gravel include coal fragments/cinders.								
S2			4	1" concrete @ 4'				5.5	M			
			5	SILTY SAND w/ GRAVEL, black, sand; gravel w/ coal ash/cinders.								
S3	2 1/2"		6	PEAT				59.1	M			
			7	CLAY, light gray, tr. mc sand.								
S4			8					225.4	W			wets @ 17'
			9									
S5	40"		10					586.4				product sheet & water samples.
			11									
S6			12					755				
			13	SILTY SAND w/ GRAVEL, light gray, gravel is mixed with.								
			14									
			15	BDTS @ 15'								

I hereby certify that the information on this form is true and correct to the best of my knowledge.
 Signature: *Morgan D. Hill* Firm: BT Squared, Inc.

This form is authorized by Chapters 281, 283, 289, 291, 292, 295, and 299, Wis. Stats. Completion of this form is mandatory. Failure to file this form may result in forfeiture between \$10 and \$25,000, or imprisonment for up to one year, depending on program and conduct involved. Personally identifiable information on this form is not intended to be used for any other purpose. NOTE: See instructions for more information.

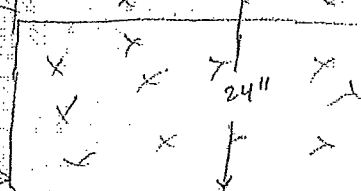
SVOC, VOC, PCBs metals, DRP, PAH, ~~PHOS~~
 2.5-4 @ 1410 5-6 @ 1420 water @ 1405 ill. 100

SCS ENGINEERS

Test Pit Log Information

Project: 800 E. Washington Ave.
 Client: City of Madison
 Project No.: 25212307.00
 Location: 800 E. Washington Ave.

Test Pit No.: TP.1 1250
 Surface Elevation: _____
 Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	PI (%)	PSOC	Depth (ft)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5	4" 5" Asph / CL	
					1	Sand fill 	SP
					1.5		
					2	Sandy dk brn/black S m. Fill	SM
					2.5		
①				0	3		
					3.5		
					4	Exp 4'	
					4.5		
					5		
					5.5		
					6		
					6.5		
					7		
					7.5		

Water Level While Excavating: _____	General Notes	Equipment Used: <u>Volvo BL-70</u>
At Completion: _____		Excavated by: <u>Steve</u>
Depth to Water: _____		Logged by: <u>Tony Kollasch</u>
Depth to Cave In: _____		Edited by: _____ Date: _____

SCS ENGINEERS

Test Pit Log Information

Project: 800 E. Washington Ave. Test Pit No.: TP2 1325
 Client: City of Madison
 Project No.: 25212307.00 Surface Elevation: _____
 Location: 800 E. Washington Ave. Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	PI (%)	PID P200	Depth (ft.)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5	4" Asphalt	
					1	Sandy b/c	
					1.5		SP
				2			
					2.5	Sandy fill, brick, glass	SC
				3			
				3.5			
				4			
					4.5	4.5	
					5		
					5.5		
					6		
					6.5		
					7		
					7.5		

Water Level While Excavating: _____	General Notes	Equipment Used: <u>VOIUD BL70</u>
At Completion: _____		Excavated by: <u>Steve</u>
Depth to Water: _____		Logged by: <u>Tony Kollasch</u>
Depth to Cave In: _____		Edited by: _____ Date: _____

SCS ENGINEERS

Test Pit Log Information

Project: 800 E. Washington Ave.
 Client: City of Madison
 Project No.: 25212307.00
 Location: 800 E. Washington Ave.

Test Pit No.: TP3 1220
 Surface Elevation: _____
 Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	PI (%)	PID P200	Depth (ft.)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5	Concrete 6" x 5" x 5"	
					1	Base Course	SP
					1.5		
					2	Sand	SC
					2.5		
					3	Cinder block wall 6" x 12"	SC
					3.5		
1				0	4		
					4.5		
					5		
					5.5		
					6		
					6.5		
					7		
					7.5		

Water Level While Excavating: _____	General Notes	Equipment Used: <u>Volvo BL70</u>
At Completion: _____		Excavated by: <u>Steve</u>
Depth to Water: _____		Logged by: <u>Tony Kollasch</u>
Depth to Cave In: _____		Edited by: _____ Date: _____

SCS ENGINEERS

Test Pit Log Information

Project: 800 E. Washington Ave.
 Client: City of Madison
 Project No.: 25212307.00
 Location: 800 E. Washington Ave.

Test Pit No.: TP4 1055
 Surface Elevation: _____
 Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	PI (%)	PI (P200)	Depth (ft.)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5		
					1		
					1.5		SC
				2			
				2.5			
①				15	3		
					3.5		
					4		
②				25	4.5		
					5		
					5.5		
					6		
					6.5		
					7		
					7.5		

Water Level While Excavating: _____	General Notes	Equipment Used: <u>VOLVO B670</u>
At Completion: _____		Excavated by: <u>Steve (C.O.M.)</u>
Depth to Water: _____		Logged by: <u>Tony Kollasch</u>
Depth to Cave In: _____		Edited by: _____ Date: _____

Project: 800 E. Washington Ave.
 Client: City of Madison
 Project No.: 25212307.00
 Location: 800 E. Washington Ave.

Test Pit No.: TP5 1000
 Surface Elevation: _____
 Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	Pl (%)	P200	Depth (ft)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5	4"	
					1		
					1.5		
					2		
					2.5		
					3		
①				0	3.5	Sc (fill) black sandy clay	SC
					4		
					4.5		
					5		
					5.5		
					6		
					6.5		
					7		
					7.5		

Water Level While Excavating: _____	General Notes	Equipment Used: <u>BL 70</u>
At Completion: _____		Excavated by: <u>Steve</u>
Depth to Water: _____		Logged by: <u>Tony Kollasch</u>
Depth to Cave In: _____		Edited by: _____ Date: _____

SCS ENGINEERS

Test Pit Log Information

Project: 800 E. Washington Ave.
 Client: City of Madison
 Project No.: 25212307.00
 Location: 800 E. Washington Ave.

Test Pit No.: TP6 9:00
 Surface Elevation: _____
 Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	PI (%)	RD P200	Depth (ft)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5	gravel base course 25" wide	X
	fr. to 20"				1	Cinder block wall Riprap and sand	SP
					1.5		Riprap and sand
					2		
					2.5		
					3	Black Sandy clay	SC
				0	3.5		
					4		
					4.5		
					5		
					5.5	6" diameter EOP 6'	
					6	Est 20" dia	
					6.5		
					7		
					7.5		

Water Level While Excavating: _____ At Completion: _____ Depth to Water: _____ Depth to Cave In: _____	General Notes	Equipment Used: <u>JOJO BL70</u>
		Excavated by: <u>Steve (Madison)</u>
		Logged by: <u>Tony Kollasch</u>
		Edited by: _____ Date: _____

SCS ENGINEERS

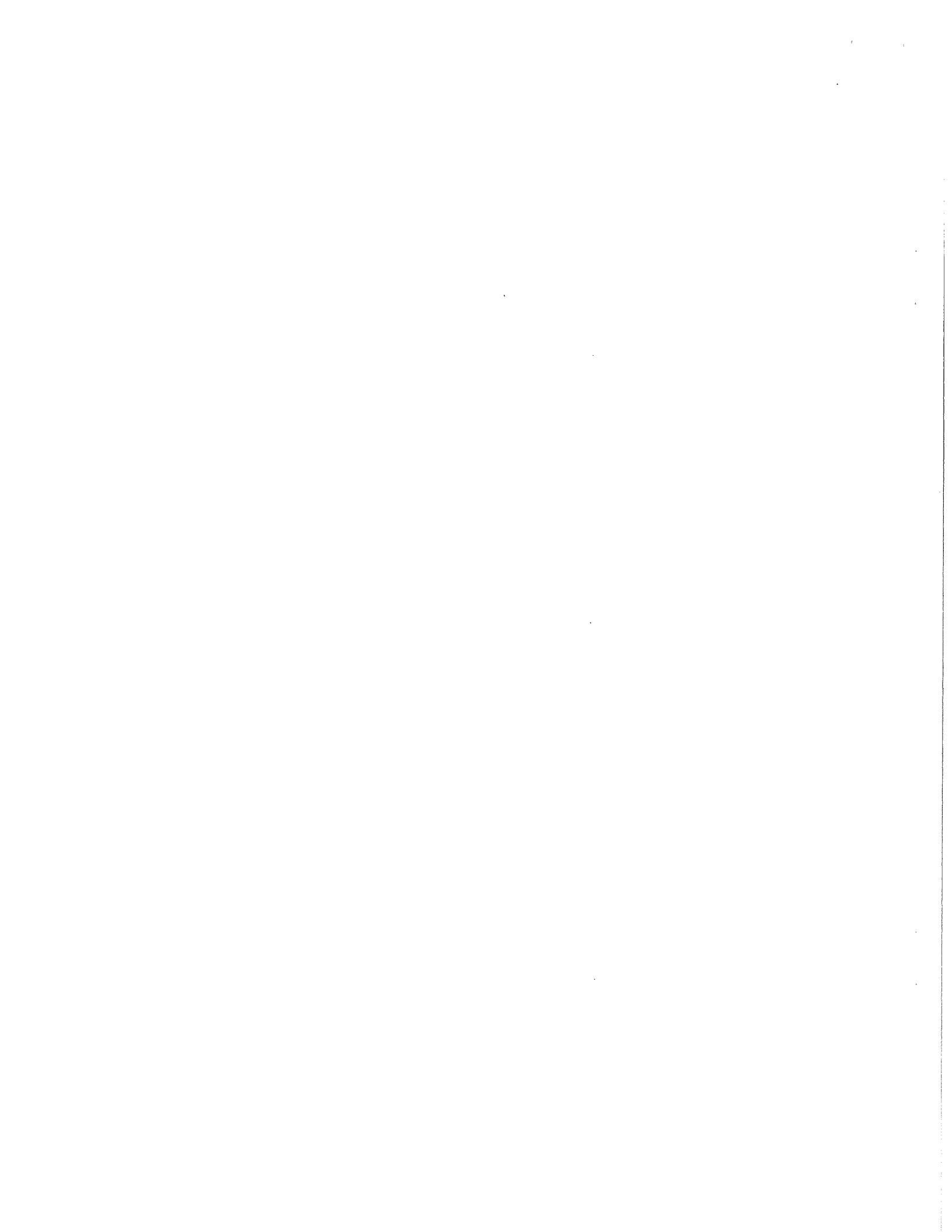
Test Pit Log Information

Project: 800 E. Washington Ave.
 Client: City of Madison
 Project No.: 25212307-00
 Location: 800 E. Washington Ave.

Test Pit No.: TP7.1400
 Surface Elevation: _____
 Date Excavated: 2/6/2013

Sample No. (Depth)	Moisture	LL (%)	PI (%)	P200	Depth (ft.)	Soil/Rock Description and Geologic Origin for Each Major Geologic Unit	USCS
					0.5	Asphalt surface 2"	
	frozen to				1	Sandy base course	SP
1	24		6		1.5	sandy fill, wood debris, metal, - timber across hole other fill, creosote odor	SP
2			5.1		2	lean clay; dk gray/blk; strong pet. odor	CL
3			52		3.5		
4			65		4.5		
					5	Gap	
					5.5		
					6		
					6.5		
					7		
					7.5		

Water Level While Excavating: _____	General Notes	Equipment Used: <u>Volvo BCL70</u>
At Completion: _____		Excavated by: <u>Steve</u>
Depth to Water: _____		Logged by: <u>Tony Kollasch</u>
Depth to Cave In: _____		Edited by: _____ Date: _____





Department of Public Works
City Engineering Division

Robert F. Phillips, P.E.
City Engineer

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

608 266 4751
Assistant City Engineer
Michael R. Dailey, P.E.

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

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

Operations Supervisor
Kathleen M. Cryan

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

Financial Officer
Steven B. Danner-Rivers

Hydrogeologist
Brynn Bemis

NOTICE OF ADDENDUM

ADDENDUM NO. 1

CONTRACT NO. 7061

ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON AVENUE

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

ADVERTISEMENT FOR BIDS:

REMOVE

Remove page A-1

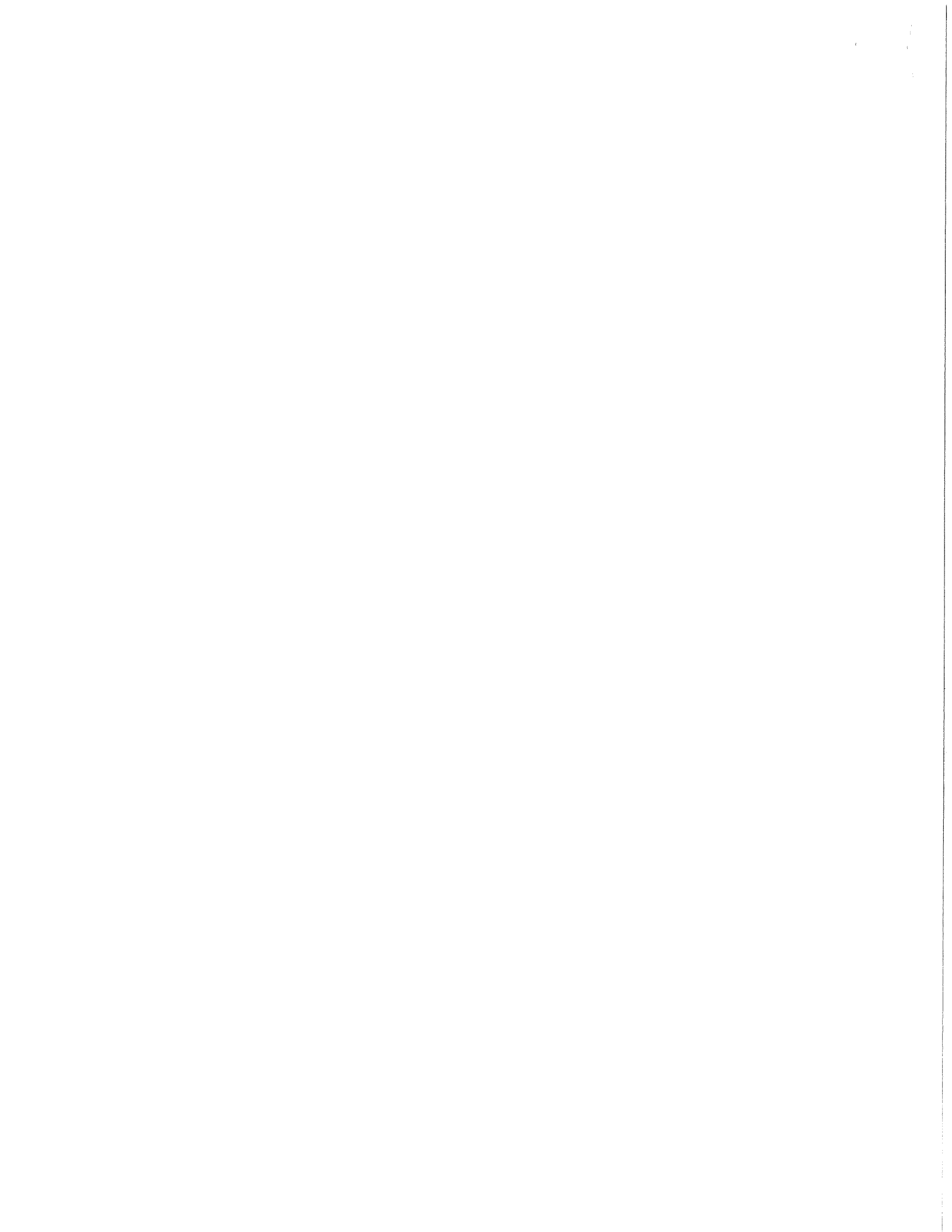
INSERT

Insert page A-1 (revised 2/19/13). The Deadline for submittal of bids has been revised to February 22, 2013 by 3:00 PM at 1600 Emil St.

SPECIAL PROVISIONS:

ADD SPECIAL PROVISION FOR BID ITEM 20109

- **BID ITEM 20109-FINISH GRADING**
-
- **DESCRIPTION**
- Work under this item shall include all required excavation, movement, placement and compaction of material to the requirements of the Standard Specifications four Public Works construction, of on site materials. to meet the approximate finish grades shown on Sheet 2 of the plan set. As noted on this sheet and under BID ITEM 90004 the amount of excavation (and therefore the finish grades) will vary based on field conditions and budget constraints. As a result of this, the actual finish grade elevations will likely vary from those depicted on Sheet 2 of the plans. However, the slopes and general grading pattern depicted within the planset shall be maintained. Work under this item shall include all needed work to move material on the site to meet those finish slopes and prepare the site for the topsoil placement and seeding.
- **METHOD OF MEASUREMENT**
- Finish Grading shall be shall be measured as a lump sum upon satisfactory completion of the work by the Contractor.



February 19, 2013

Page 2

- **BASIS OF PAYMENT**
- Finish Grading shall be measured as above and paid for at the contract price which shall be full compensation for all work as noted in the description.
-
- **RECIPT OF BIDS** – the time to receive bids was extended to 3:00 PM on February 22, 2013. (See revised Page A-1)

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

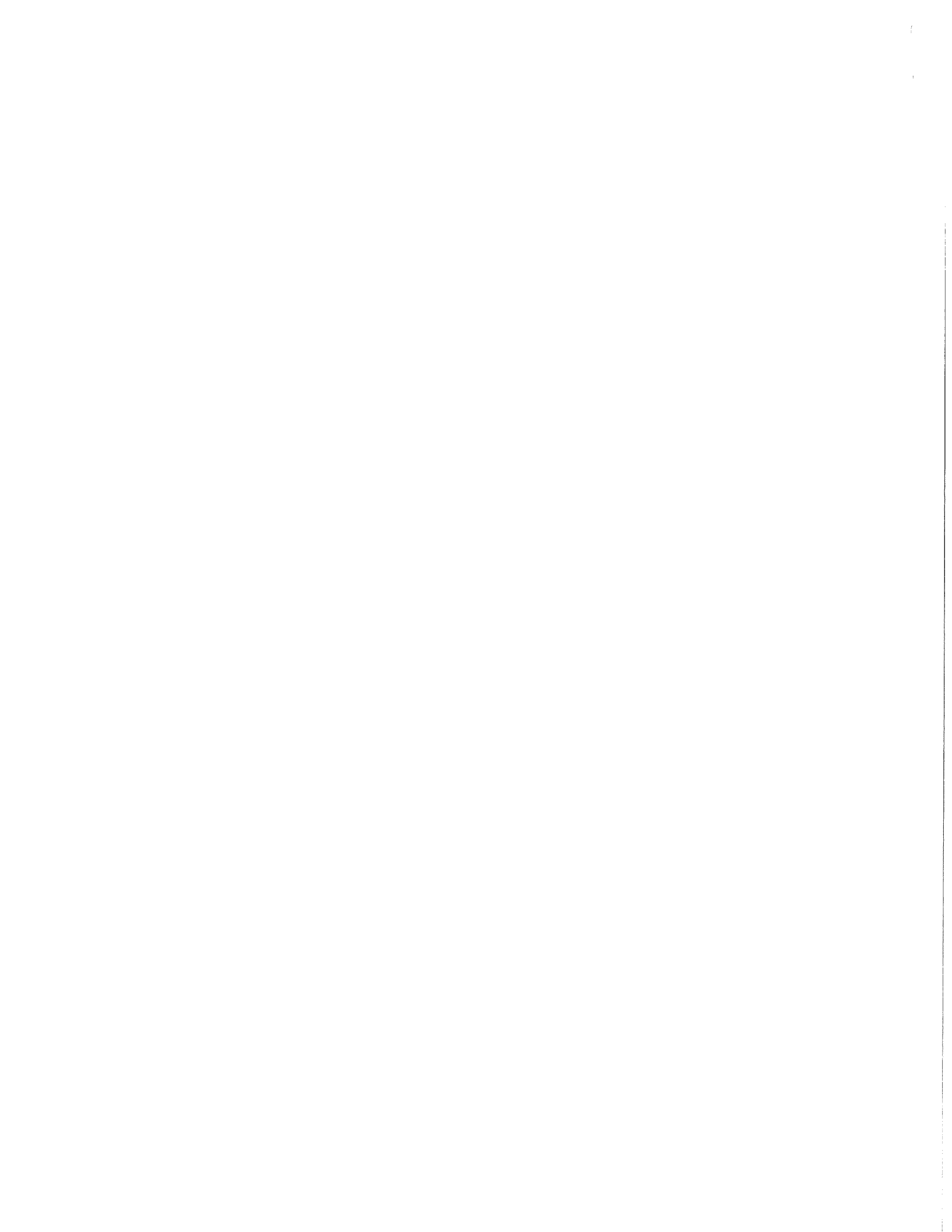
Electronic version of these documents can be found on the City of Madison web site at:

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

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



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



SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
7061	ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON AVENUE
SBE GOAL	15%

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

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2013 to January 31, 2015 must submit their application on or before 3:00 p.m., FEBRUARY 22, 2013, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

PRE-BID MEETING

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

A pre-bid construction meeting will be held to discuss the specifics of the project on Thursday, February 14, 2013 at 8:30AM at 1600 Emil Street, Madison, Wisconsin. It is highly encouraged that bidders attend this meeting.

OTHER REQUIREMENTS

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

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

Deadline for the Submittal of Bid is FEBRUARY 22, 2013 by 3:00 PM, at 1600 Emil Street, Madison, WI 53713.
Bid Opening will be on MARCH 1, 2013 at 1:30PM at 1600 Emil Street, Madison, WI 53713.

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

A BEST VALUE CONTRACTING MUNICIPALITY

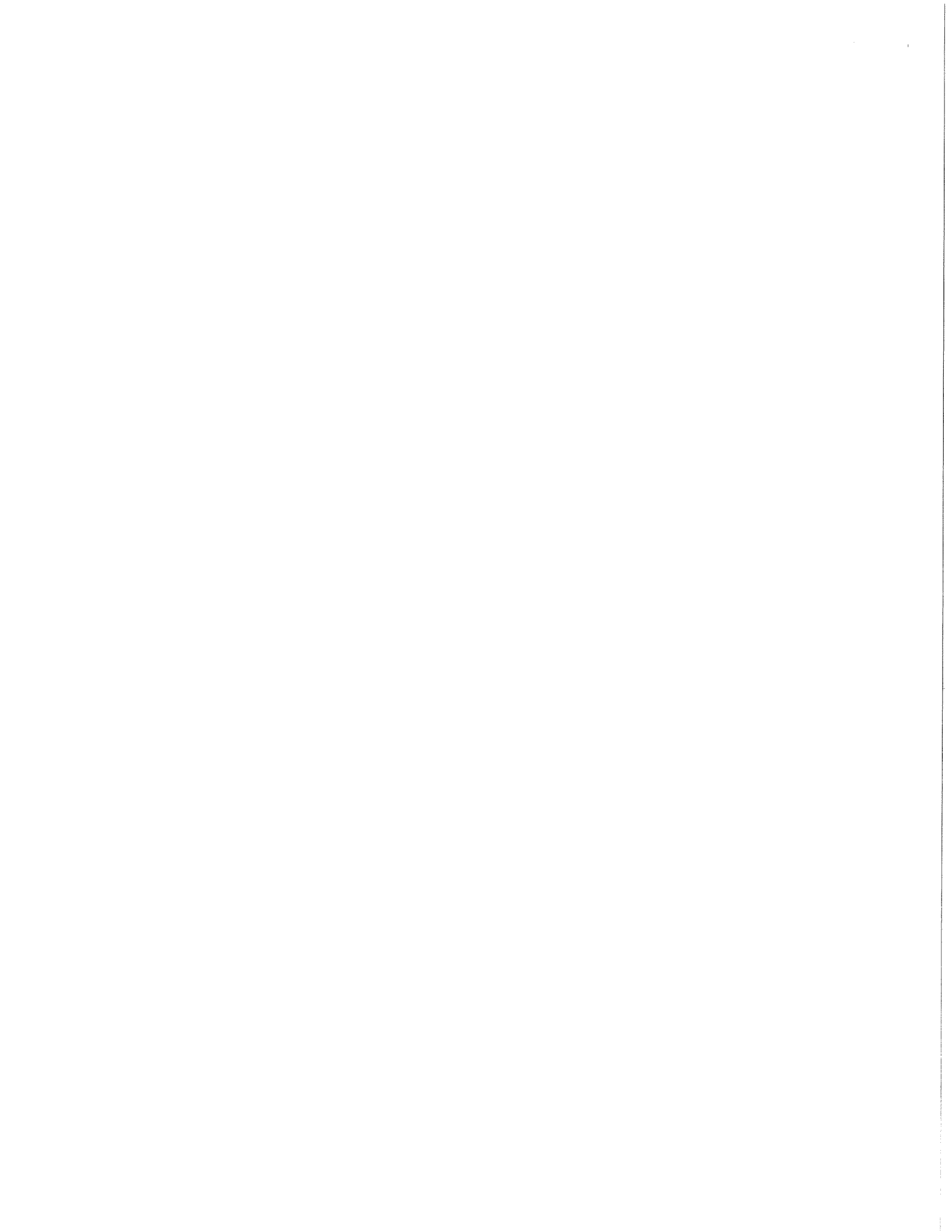
Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751'

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

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

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

Publ. WSJ 2/8/13 & 2/15/13



SECTION E: PROPOSAL

ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON AVENUE CONTRACT NO. 7061

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

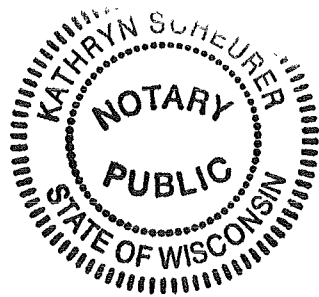
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is [X] Bid Bond or [] Certified Check in the amount of Dollars (\$) or [] a Certificate of Biennial Bid Bond as required by the Advertisement for Bids. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Rams Contracting, Ltd. (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 Lannon ; State of WI ; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

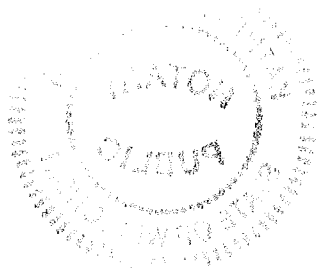
[Handwritten Signature]
SIGNATURE

President
TITLE, IF ANY

Sworn and subscribed to before me this
22 day of February, 2013

[Handwritten Signature: Kathryn Scheurer]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 06/05/16
Bidders shall not add any conditions or qualifying statements to this Proposal.





**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON
AVENUE
CONTRACT NO. 7061**

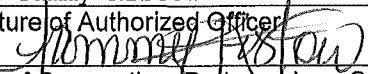
State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Disclosure of Ownership

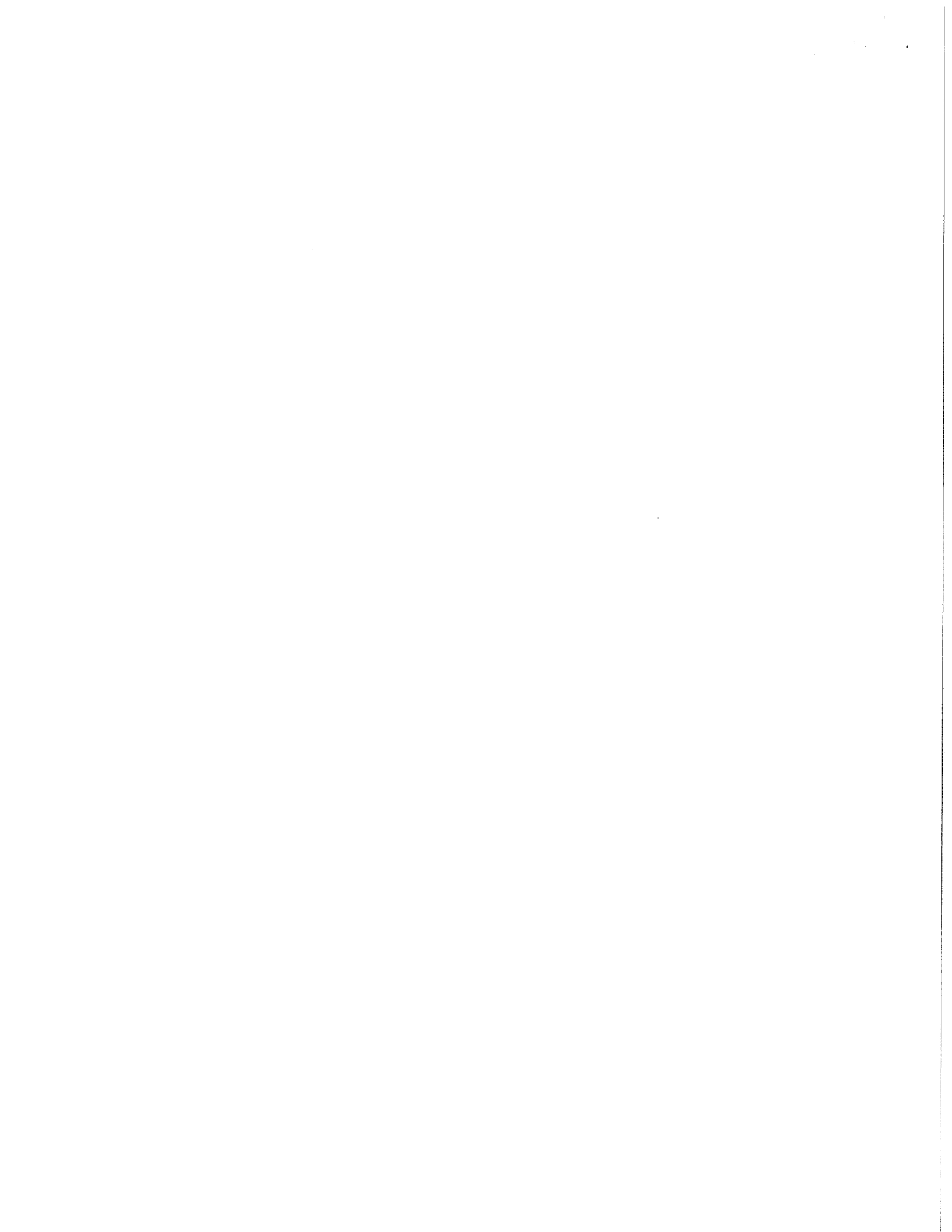
Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12),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

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

Other Construction Business

Name of Business			
N/A			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.			
Print the Name of Authorized Officer			
Tammy Ristow			
Signature of Authorized Officer	Date Signed		
	February 21, 2013		
Name of Corporation, Partnership or Sole Proprietorship			
Rams Contracting, Ltd			
Street Address or P O Box	City	State	Zip Code
P.O. Box 398	Lannon	WI	53046

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



**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

Best Value Contracting

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

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

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

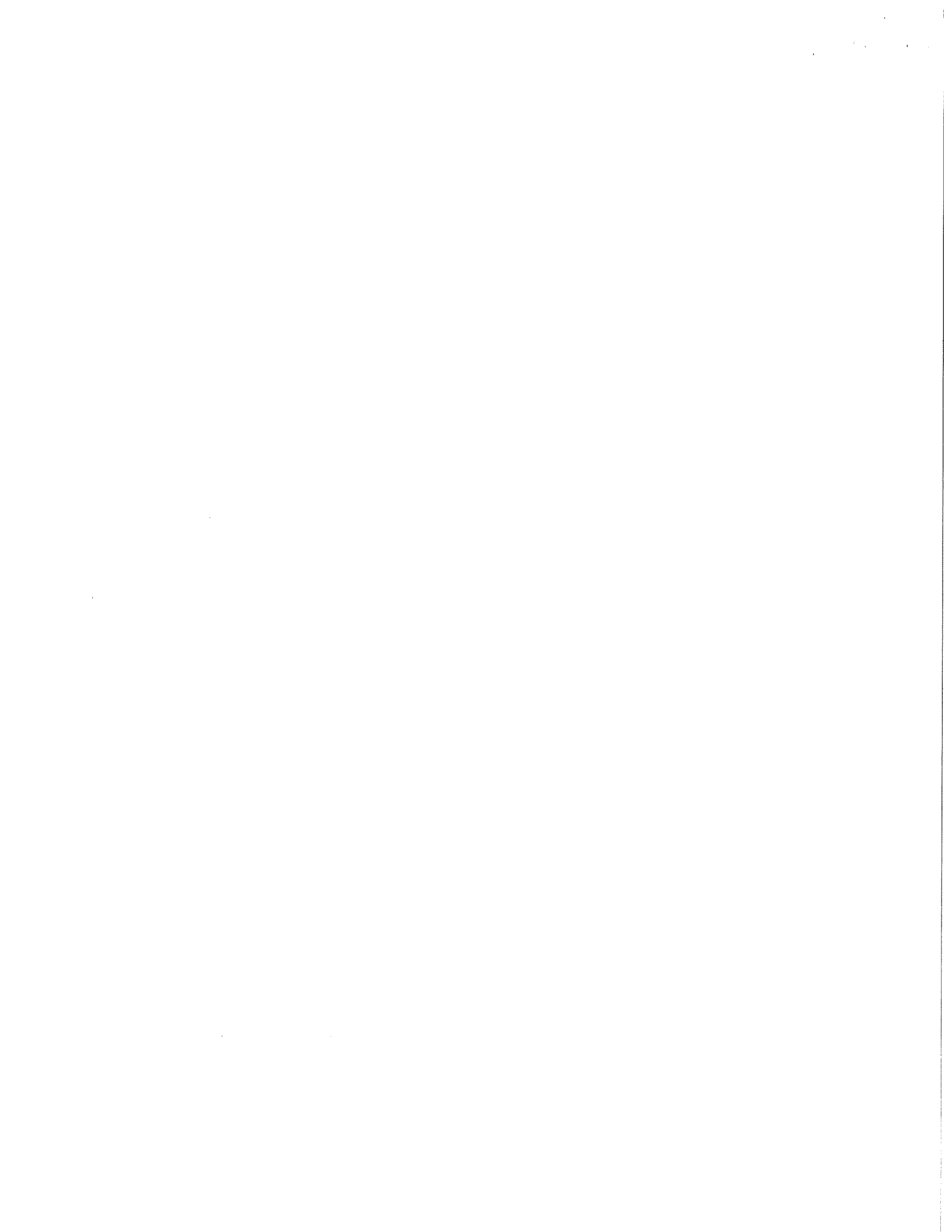
3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

Legend

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

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

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

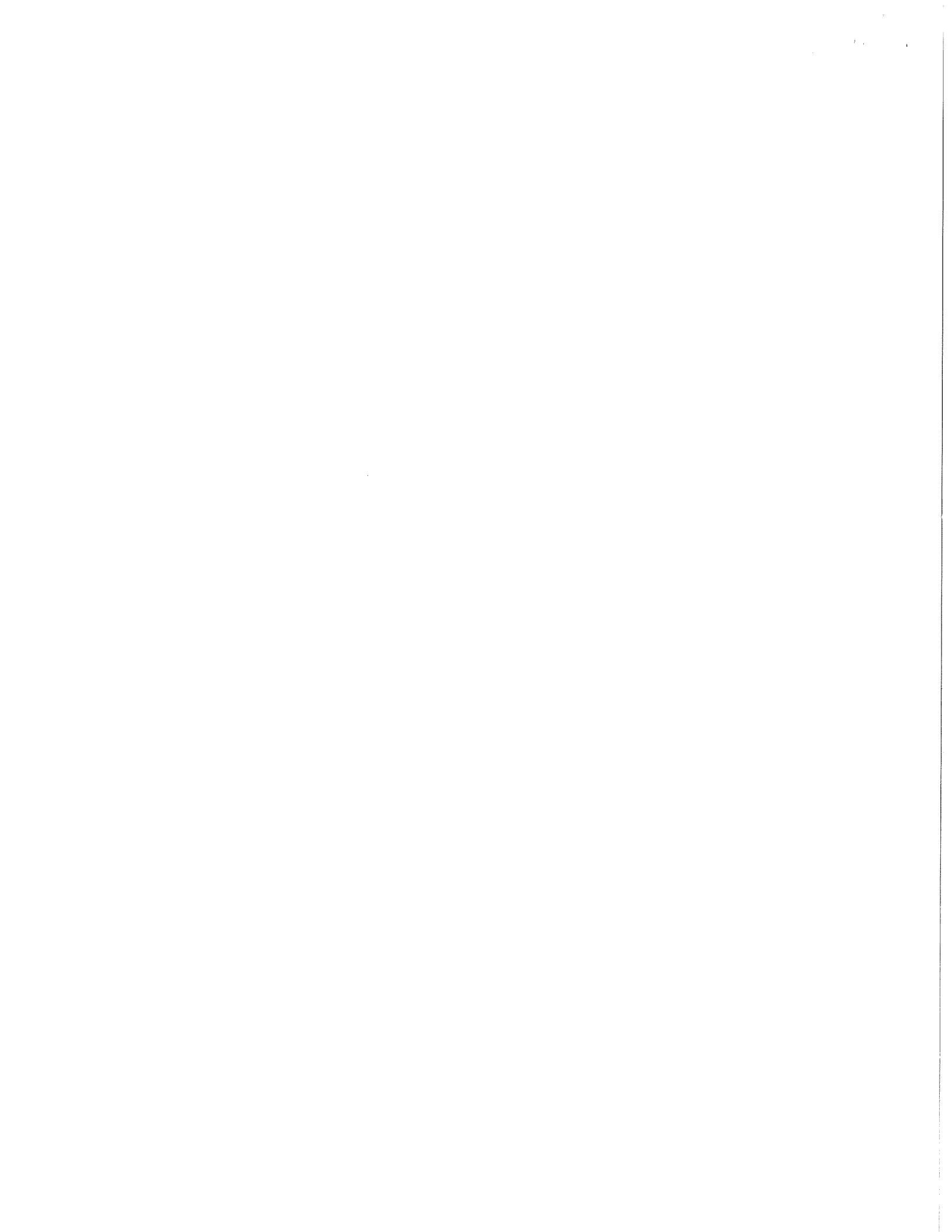


**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

Apprenticeable Trades

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

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



PROPOSAL
RAMS CONTRACTING, LTD.

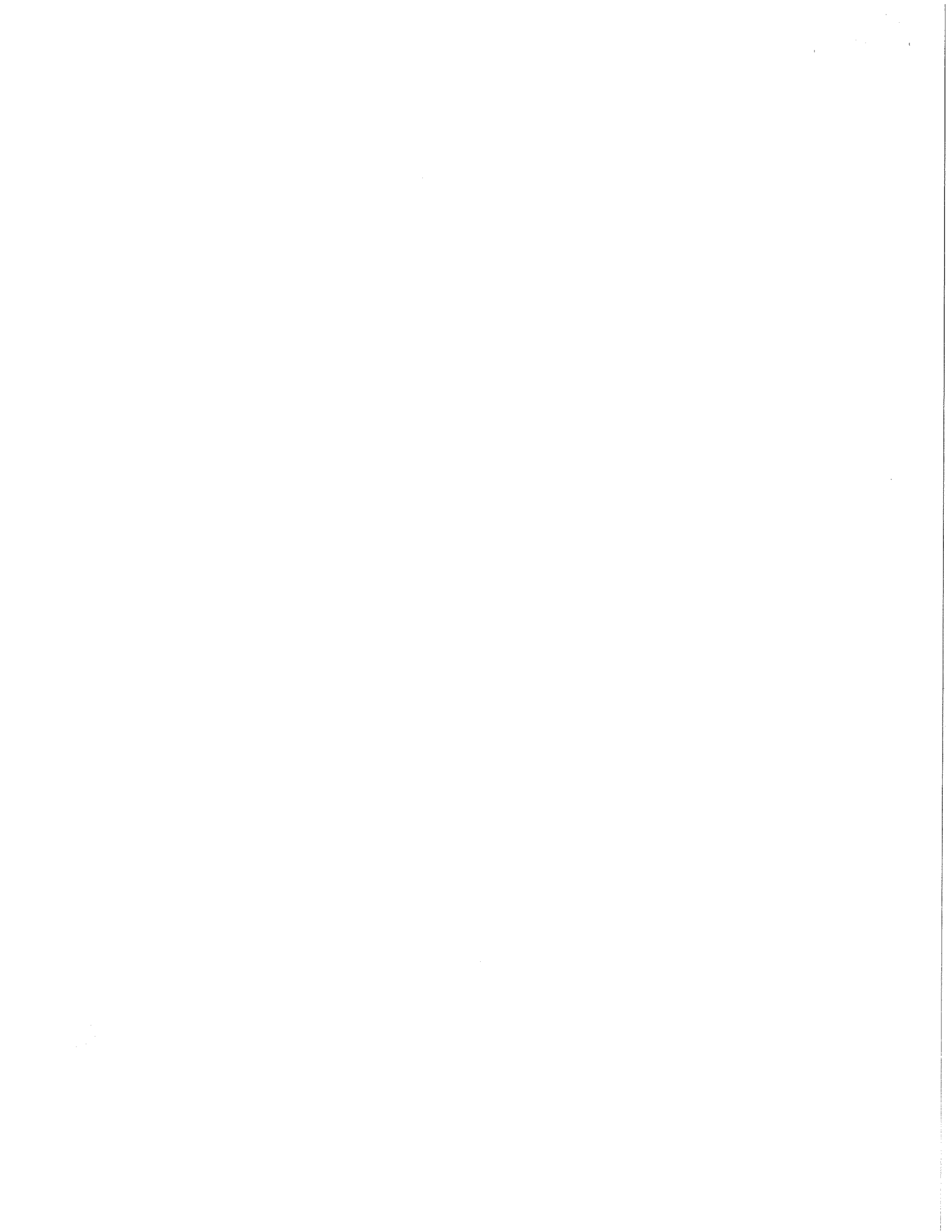
NAME OF BIDDER

Project Name: Environmental Remediation of the North 800 Block of East Washington Avenue

Contract No. 7061

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. CT36-54809-823601-00-53W1428					
10701	TRAFFIC CONTROL	1	LUMP SUM	\$ 8,798.20	\$ 8,798.20
10911	MOBILIZATION	1	LUMP SUM	\$ 11,521.99	\$ 11,521.99
20109	FINISH GRADING	1	LUMP SUM	\$ 38,574.53	\$ 38,574.53
20217	CLEAR STONE FOR CONSTRUCTION ENTRANCE	40	TONS	\$ 22.56	\$ 902.40
20221	TOPSOIL (2 INCHES THICK)	22,200	S.Y.	\$ 1.12	\$ 24,864.00
21002	EROSION CONTROL PLAN & IMPLEMENTATION	1	LUMP SUM	\$ 1,057.04	\$ 1,057.04
21002	EROSION CONTROL INSPECTION	5	EACH	\$ 105.70	\$ 528.50
21011	CONSTRUCTION ENTRANCE/TRACKING PAD	1	2	\$ 741.68	\$ 741.68
21013	STREET SWEEPING	1	LUMP SUM	\$ 3,397.68	\$ 3,397.68
21017	SILT SOCK (8-INCH) - COMPLETE, UNDISTRIBUTED	300	L.F.	\$ 5.07	\$ 1,521.00
21041	INLET PROTECTION, TYPE D COMPLETE	2	EACH	\$ 470.77	\$ 941.54
90001	EXCAVATION CUT (ASPHALT)	15,500	S.Y.	\$ 0.38	\$ 5,890.00
90002	EXCAVATION CUT (SUBBASE MATERIAL)	22,200	S.Y.	\$ 0.60	\$ 13,320.00
90003	EXCAVATION CUT (PETROLEUM CONTAMINATED)	6,800	TONS	\$ 2.17	\$ 14,756.00
90004	EXCAVATION CUT (INDUSTRIAL FILL MATERIAL)	13,000	TONS	\$ 1.75	\$ 22,750.00
90005	GENERAL FILL	12,200	C.Y.	\$ 0.01	\$ 122.00
90006	REMOVAL OF CONCRETE	1	LUMP SUM	\$ 40,322.04	\$ 40,322.04
90007	HAULING OF PETRO. & INDUSTRIAL SOILS	19,800	TONS	\$ 2.98	\$ 59,004.00
90008	SEED, FERTILIZE, & MULCH	22,200	S.Y.	\$ 0.31	\$ 6,882.00
90009	SEDIMENT TRAP	4	EACH	\$ 409.68	\$ 1,638.72
90010	TEMPORARY INLETS	4	EACH	\$ 3,065.42	\$ 12,261.68
GRAND TOTAL					\$ 269,795.00

John



SECTION F: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Rams Contracting, Ltd
(a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as
the "Principal") and Western Surety Company, a corporation of the State of South Dakota (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, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the
amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which
the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of
Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made
a part hereof, to enter into a contract in writing for the construction of:

**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the
form specified by the Obligee (properly completed in accordance with said bid) and shall furnish
a bond for his/her faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the
contract and the performance and payment bond noted in 2. above executed by this Surety, or
other Surety approved by the City of Madison, all within the time specified or any extension
thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated
damages the sum mentioned above, it being understood that the liability of the Surety for any and
all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further
understood that the Principal and Surety reserve the right to recover from the Obligee that portion
of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

The following information is provided for your reference:

1. The first section of the document discusses the importance of maintaining accurate records.

2. The second section details the procedures for handling confidential information.

3. The third section outlines the responsibilities of all personnel involved in the process.

4. The fourth section provides a summary of the key findings and recommendations.

5. The fifth section contains the conclusions drawn from the analysis.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Randy L Brehmer, Terence R Geszvain, Lawrence A Michael, Robert W Lentz, Jason A Braatz, Christopher H Brehmer, Melissa A Hackstein, Individually

of Butler, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of October, 2012.

WESTERN SURETY COMPANY

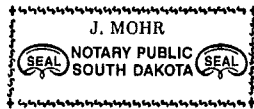


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of February, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION G: AGREEMENT

THIS AGREEMENT made this 20 day of March in the year Two Thousand and Thirteen between RAMS CONTRACTING, LTD. 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 MARCH 19, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

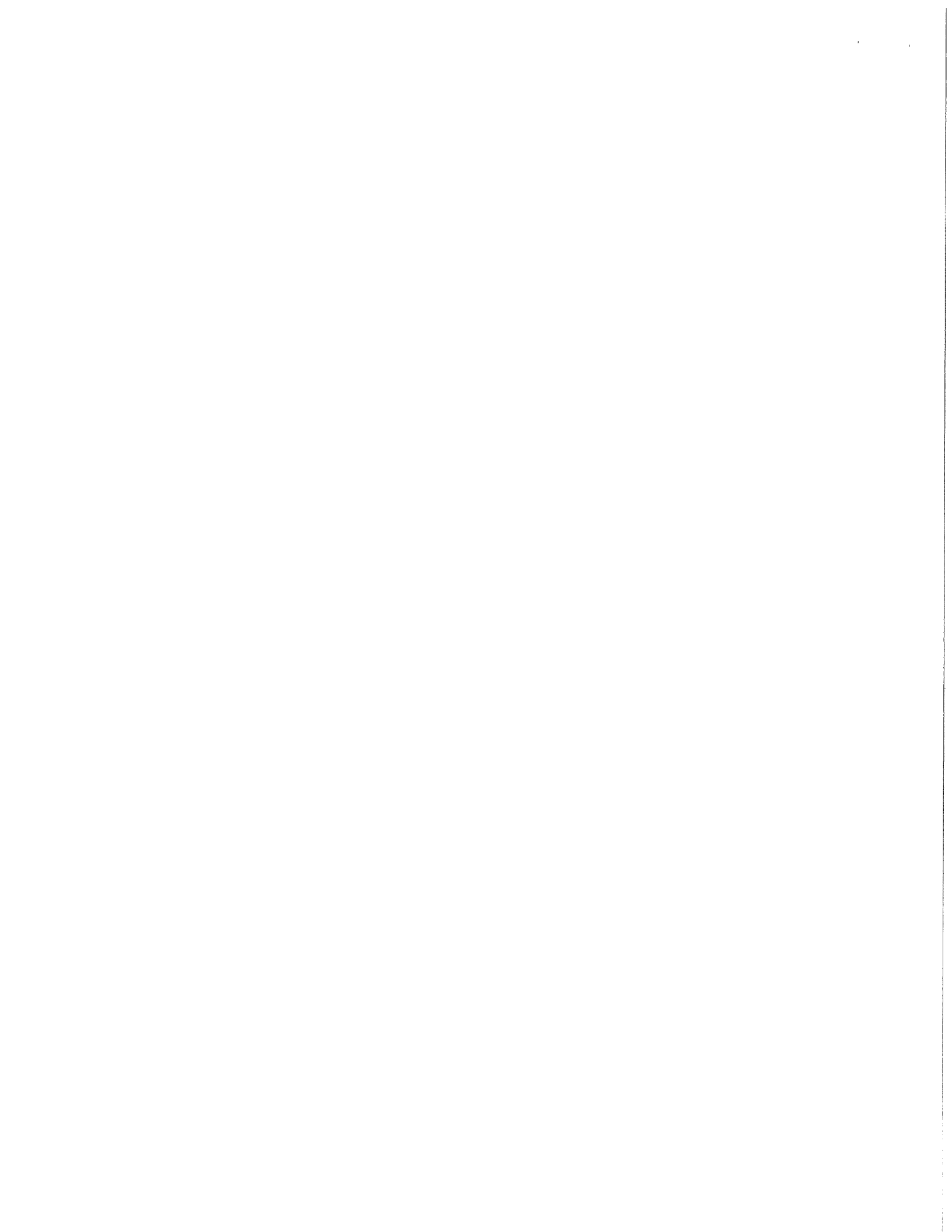
ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST WASHINGTON AVENUE CONTRACT NO. 7061

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 TWO HUNDRED SIXTY-NINE THOUSAND, SEVEN HUNDRED NINETY-FIVE DOLLARS & NO CENTS (\$269,795.00) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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



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

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

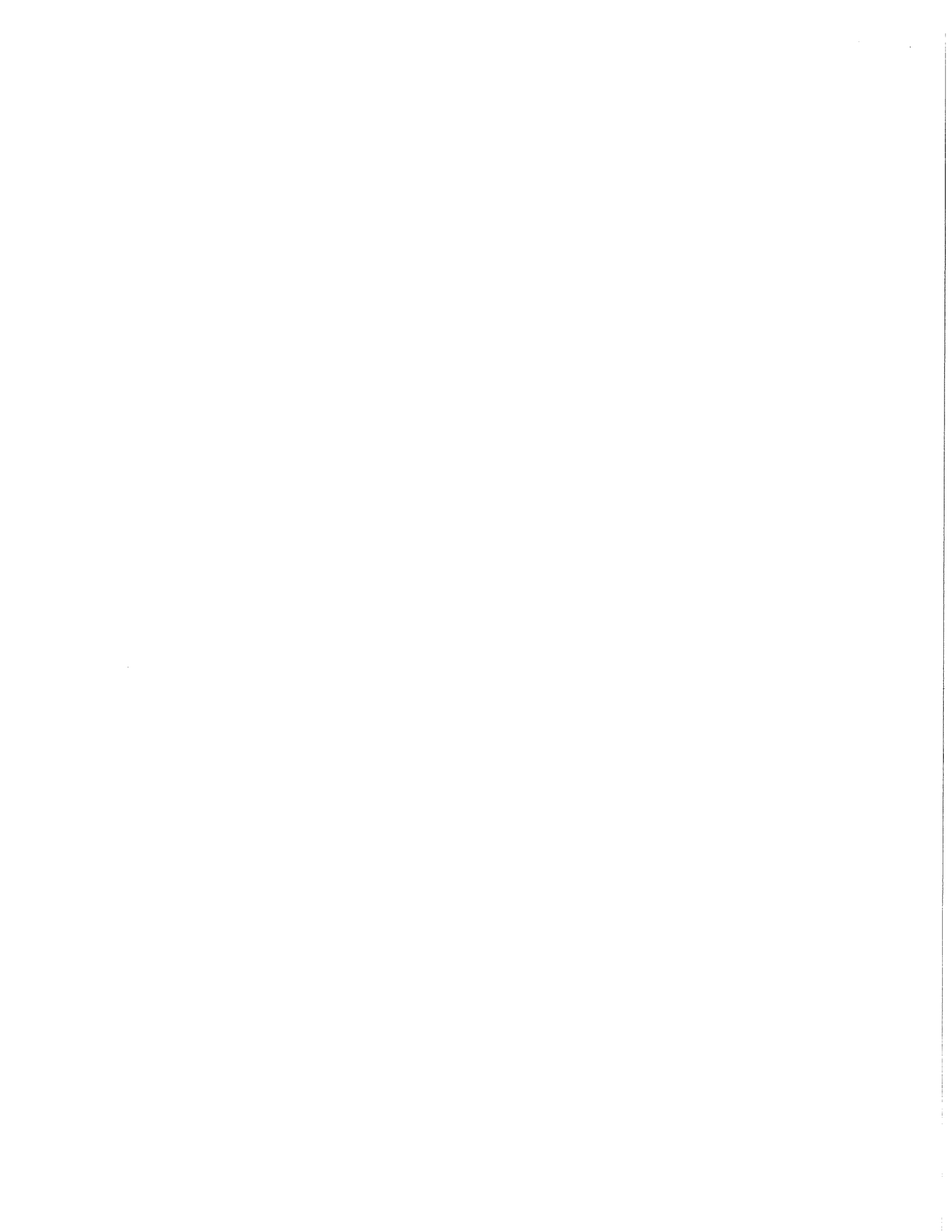
“Laborers, Workers, and Mechanics” include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

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

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

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

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



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

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

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

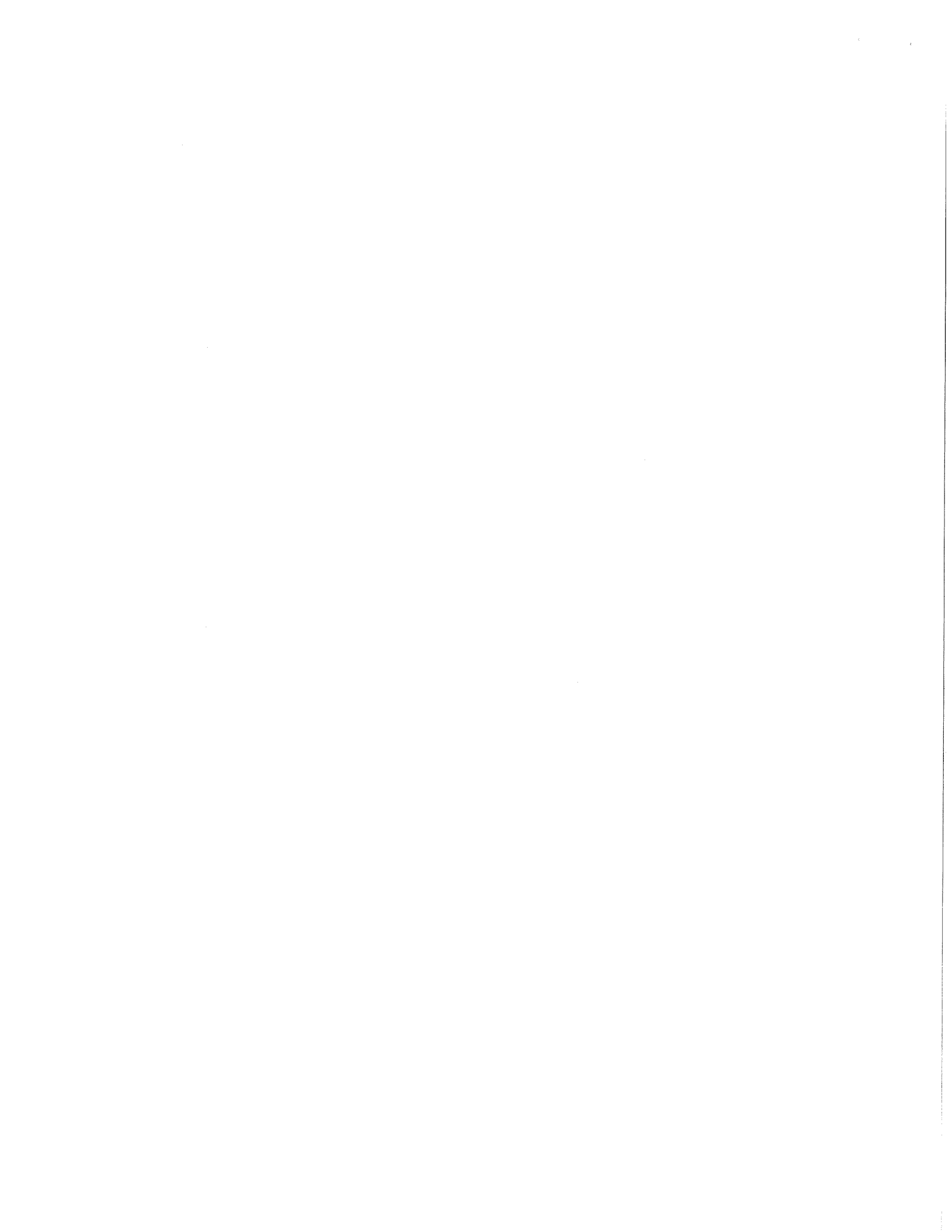
The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

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

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

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

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



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

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

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

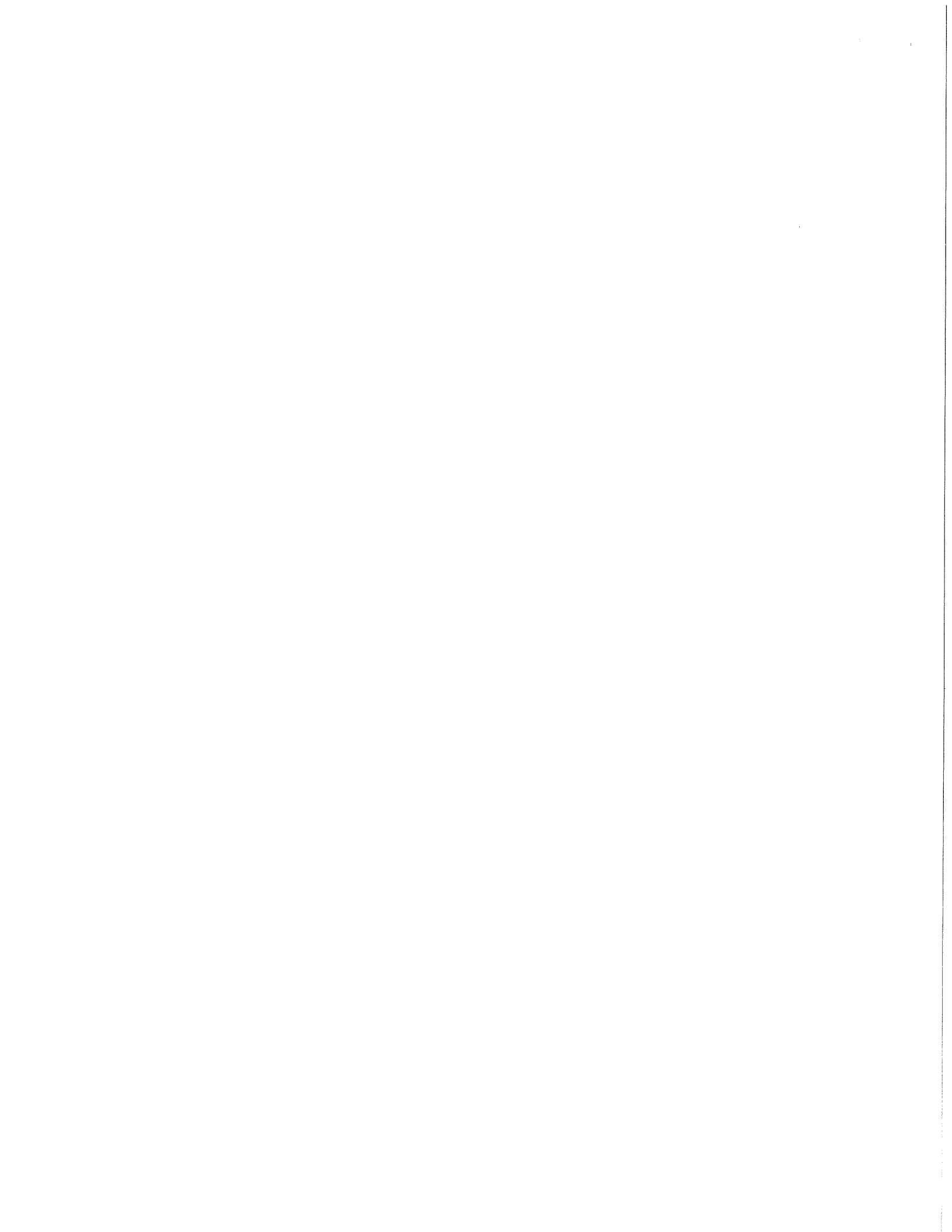
- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors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

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

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

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

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



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

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

Articles of Agreement

Article I

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

Article II

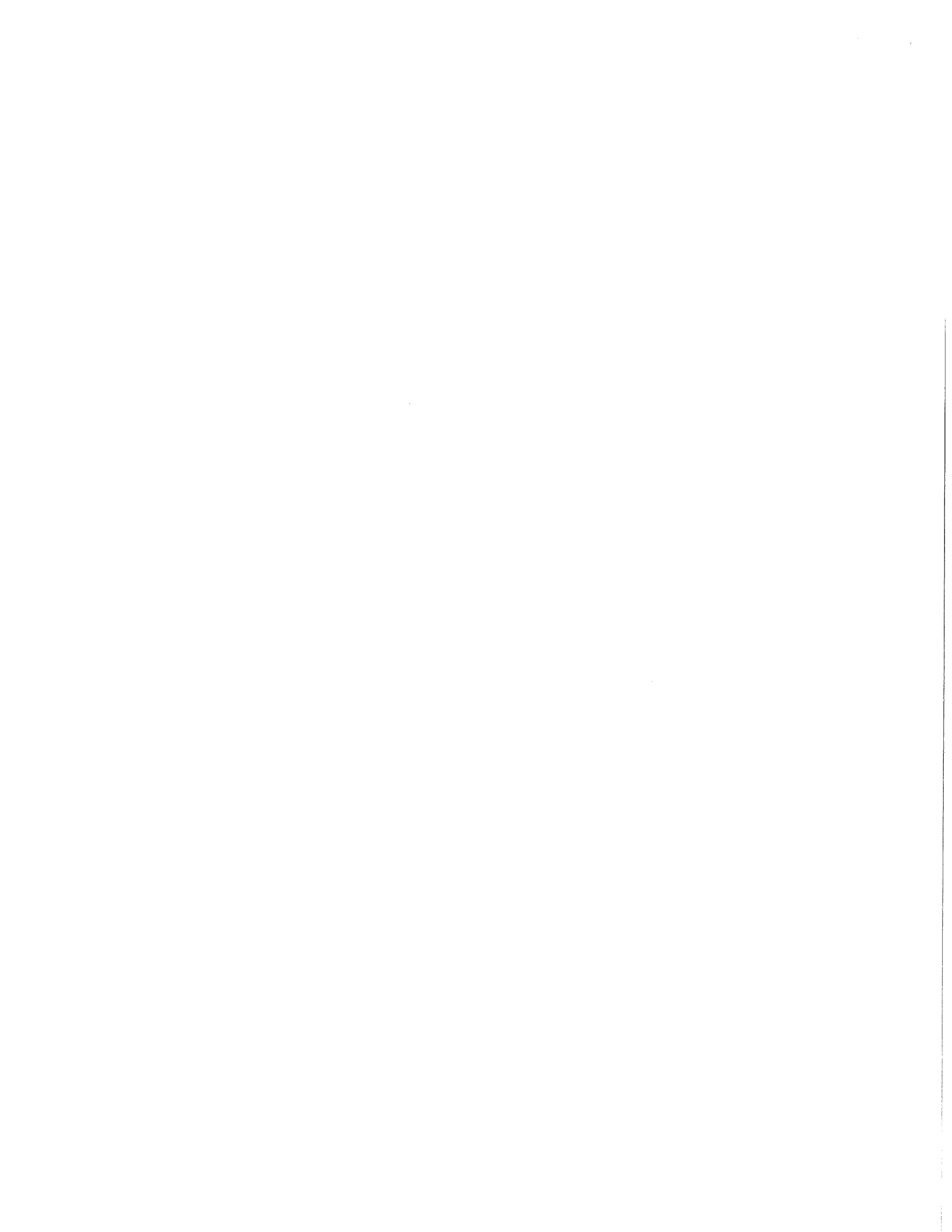
The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

Article III

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

Article V

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



Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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



**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

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:

RAMS CONTRACTING, LTD.

Company Name

Kathryn Schauer 3/18/13
Witness Date

Justin D. Murre 3/18/13
Witness Date

James P. Pastore 3/19/13
President Date

Bridget H. Hunsicker 3/18/13
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Paul Blummeduley
Finance Director

Paul A. Hyl
City Attorney

Signed this 29th day of March

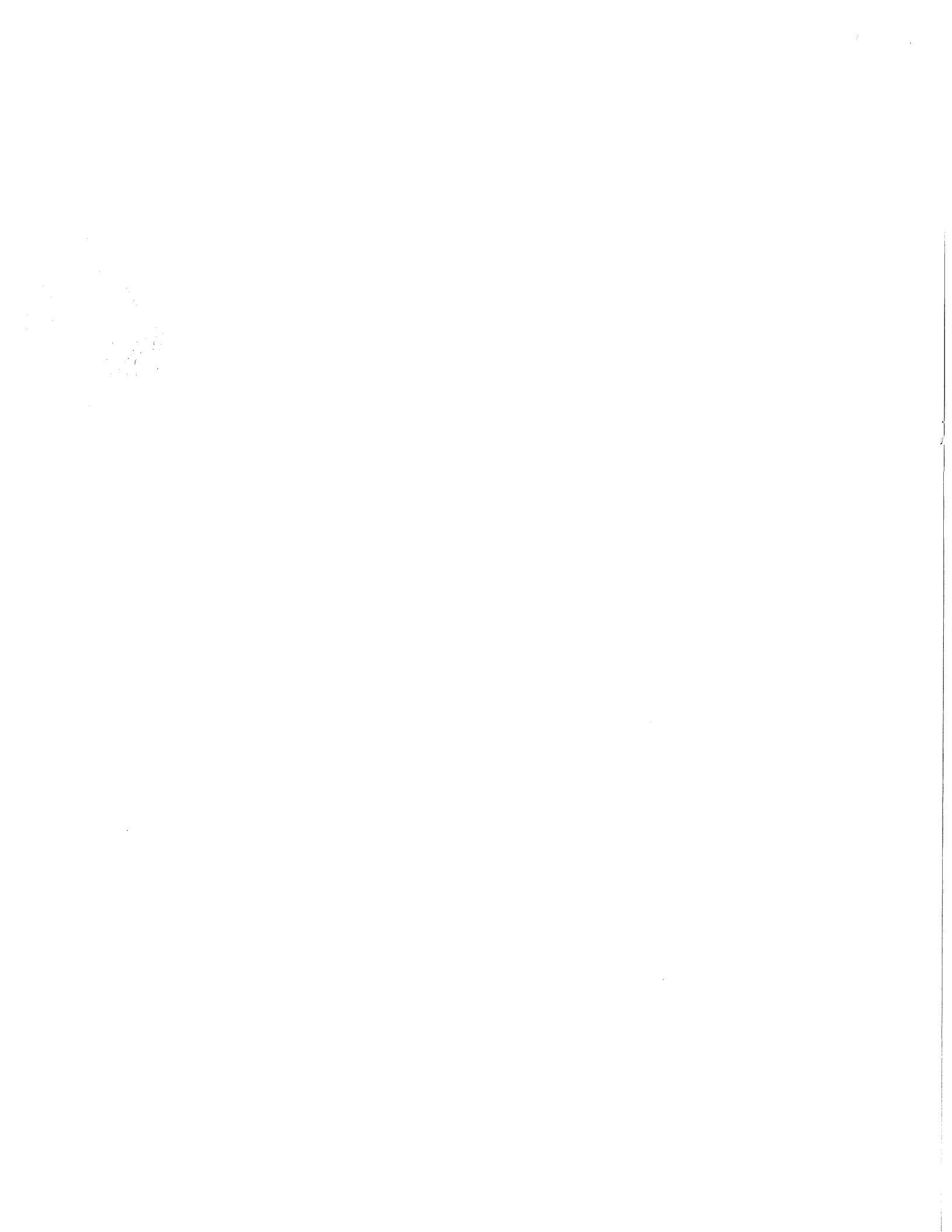
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Justin D. Murre
Witness

Paul A. Hyl
Mayor Date

Mark W. W...
Witness

Maibeth Witzel-Behl 3-22-13
City Clerk Date



SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RAMS CONTRACTING, LTD.
as principal, and Western Surety Company
Company of Sioux Falls, South Dakota as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of TWO HUNDRED SIXTY-NINE THOUSAND, SEVEN
HUNDRED NINETY-FIVE DOLLARS & NO CENTS (\$269,795.00), 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:

**ENVIRONMENTAL REMEDIATION OF THE NORTH 800 BLOCK OF EAST
WASHINGTON AVENUE
CONTRACT NO. 7061**

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 20th day of March, 2013

Countersigned:

Kathryn Scherer
Witness
Brian Hattis
Secretary

RAMS CONTRACTING, LTD.
Company Name (Principal)
Tamm M. Ristow
President, Tamm M. Ristow Seal

Approved as to form:

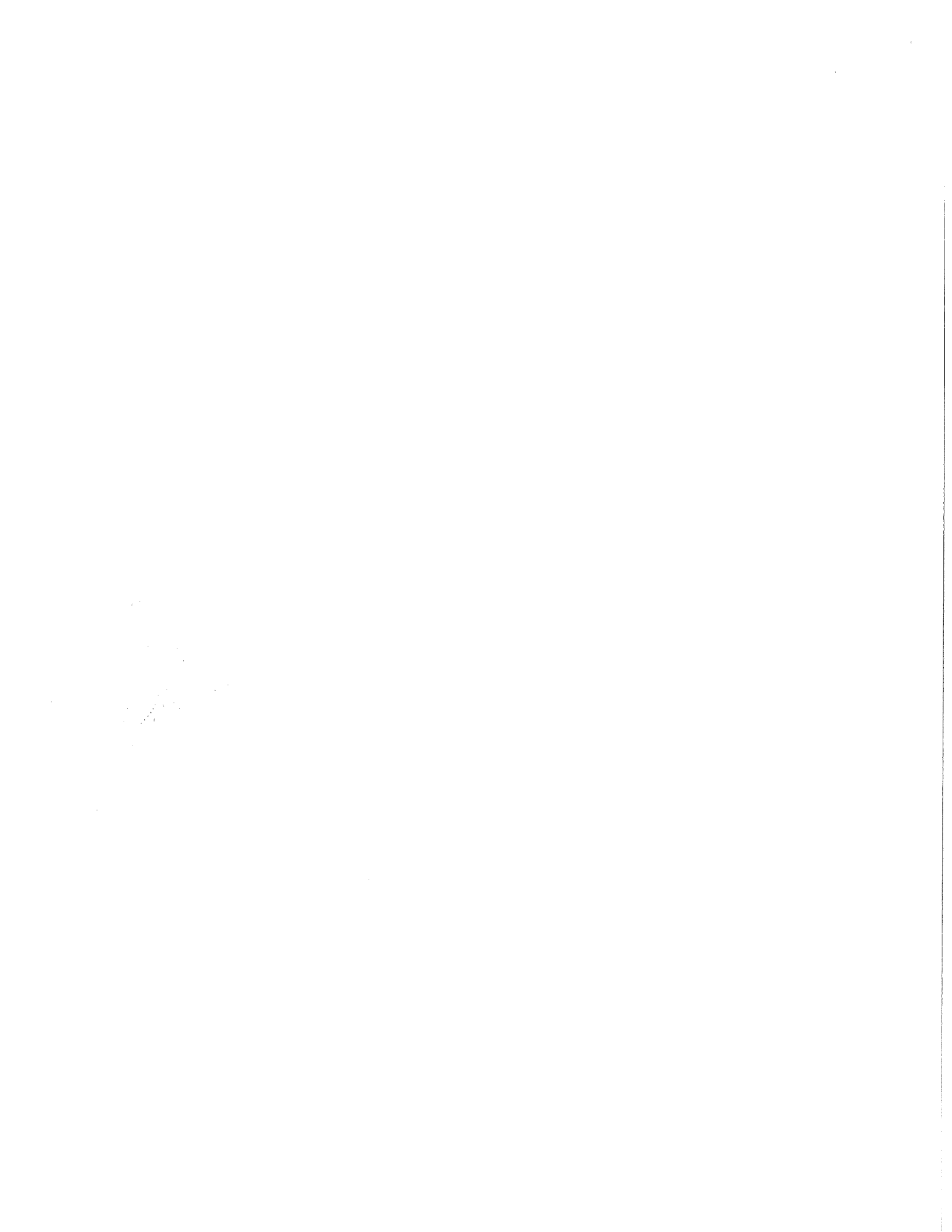
[Signature]
City Attorney

Western Surety Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact, Randy L. Brehmer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. 179424 for the year 2013, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

March 20, 2013
Date

[Signature]
Agent Signature Randy L. Brehmer



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Randy L Brehmer, Terence R Geszvain, Lawrence A Michael, Robert W Lentz, Jason A Braatz, Christopher H Brehmer, Melissa A Hackstein, Individually

of Butler, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of October, 2012.



WESTERN SURETY COMPANY

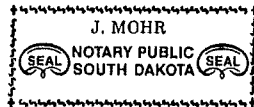
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/10/2013

PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON
MADISON CITY, DANE COUNTY, WI
Determination No. 201300080

PROJECT OWNER:

ROBERT F. PHILLIPS, CITY ENGINEER
CITY OF MADISON-ENGINEERING
210 MARTIN L KING JR BLVD, RM 115
MADISON, WI 53703

REQUESTER:

ROBERT F. PHILLIPS, CITY ENGINEER
CITY OF MADISON-ENGINEERING
210 MARTIN L KING JR BLVD, RM 115
MADISON, WI 53703

ADDITIONAL CONTACT:

NORMAN DAVIS, CONTRACT COMPLIANCE
CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV
210 MARTIN L KING JR BLVD, RM 523
MADISON, WI 537033342

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: <http://dwd.wisconsin.gov/er/>

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/10/2013

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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:	Time and one-half must be paid for all hours worked: <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. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
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.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & 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). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	34.12	18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'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).	32.42	17.97	50.39
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). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
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. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

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

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

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>
		\$	\$	\$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

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

LABORERS

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>
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.53	13.89	39.42
303	Landscaper	26.92	12.51	39.43

Fringe Benefits Must Be Paid On All Hours Worked

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

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

Fringe Benefits Must Be Paid On All Hours Worked

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

TRUCK DRIVERS

Fringe Benefits Must Be Paid On All Hours Worked

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

LABORERS

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	34.22	19.90	54.12
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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):</p>	33.96	19.90	53.86

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> \$
	<p>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>			
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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	25.74	15.85	41.59
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	31.48	15.68	47.16
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Roofer or Waterproofor	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

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

LABORERS

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	34.22	19.90	54.12
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> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	33.96	19.90	53.86

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a 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/hr on 6/2/2013.	32.92	18.46	51.38

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	<p>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.</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p>	32.39	18.46	50.85
554	<p>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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	33.67	19.55	53.22
555	<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); 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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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

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

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <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	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

LABORERS

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

Fringe Benefits Must Be Paid On All Hours Worked

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

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

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

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

