Contract Routing Form

Hand Carry

printed on: 02/08/2013

Contract between: and Dept. or Division:

Raymond P Cattell Inc Engineering Division

Name/Phone Number:

Project: N. Fairchild St. & W. Mifflin St. Assessment Dist-2013

Contract No.:

6783

File No.: 28854

Enactment No.:

RÉS-13-00098

Enactment Date: 02/06/2013

Dollar Amount:

419,698.40

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1 2-8-2013	1 2-8,2913
Director of Civil Rights	1 8873	1 9/12/13MX
Risk Manager	2-12-13	1 2-12-13 KRB
Finance Director	2-12-13	1 2-12-13 PW
City Attorney #239	1 2.12.2013	12-20-13
Mayor	12-20-13	12-20-13

POH 8153 6783 Please return signed Contracts to the City Clerk's Office Room 103, City-County Building for filing.

Original + 2

Copies

02/08/2013 09:23:11 enjap - Wolfe - 6-4751

02/08/2013 09:23:23 enjap - This is a hand carry=Rush

Jor

Dis Rights: OK N/A Problem - Hold Prev Wage AA/ Agency / No Contract Value: Sel above AA Plan: // // // Addendum # \_\_\_\_\_\_

Type: POS / Dvlp / Sbdv / Gov't /

Grant PW Goal / Loan / Agrmt



# City of Madison

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

# Master

File Number: 28854

File ID: 28854

File Type: Resolution

Status: Passed

Version: 1

Reference:

Controlling Body: BOARD OF

**PUBLIC WORKS** 

Lead Referral: BOARD OF PUBLIC

Cost:

File Created Date: 01/17/2013

WORKS

File Name: Awarding Public Works Contract No. 6783, North

Final Action: 02/05/2013

District - 2013.

Title: Awarding Public Works Contract No. 6783, North Fairchild Street and West Mifflin

Street Assessment District - 2013.

Fairchild Street and West Mifflin Street Assessment

Notes: Jim W.

CC Agenda Date: 02/05/2013

Agenda Number: 55.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 02/06/2013

Attachments: 6783.pdf

Enactment Number: RES-13-00098

Author: Rob Phillips, City Engineer

**Hearing Date:** 

Entered by: mhacker@cityofmadison.com

**Published Date:** 

# **Approval History**

Version	Date	Approver	Action
1	01/25/2013	Craig Franklin	Approve

## **History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	01/17/2013	Refer	BOARD OF PUBLIC WORKS	01/23/2013	01/23/2013	
	Action Text: This Re Notes:	solution was Ref	er to the BOARD OF	PUBLIC WORKS due ba	ck on 1/23/2013		
1	BOARD OF PUBLIC WORKS	01/23/2013	RECOMMEND TO COUNCIL TO				Pass

ADOPT - REPORT

Action Text:

A motion was made by Weier, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT -

OF OFFICER REPORT OF OFFICER. The motion passed by voice vote/other.

Notes:

1 COMMON COUNCIL

02/05/2013 Adopt

Pass

Action Text:

A motion was made by Bidar-Sielaff, seconded by Schmidt, to Adopt. The motion passed by voice vote/other

Notes:

#### Text of Legislative File 28854

#### **Fiscal Note**

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

#### Title

Awarding Public Works Contract No. 6783, North Fairchild Street and West Mifflin Street Assessment District - 2013.

# 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.6783) for itemization of bids.

# CONTRACT NO. 6783 NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2013

# RAYMOND P. CATTELL, INC.

\$419,698.40

Acct. No. CS53-58250-810571-00-53W1132	\$302,408.50
Contingency 8%±	24,193.00
Plan & Prep 15%±	<u>45,358.50</u>
Sub-Total	\$371,960.00
Acct. No. CS53-58270-810571-00-53W1132	\$21,600.00
Contingency 8%±	1,728.00
Plan & Prep 15%±	<u>3,242.00</u>
Sub-Total	\$26,570.00
Acct. No. EW01-58273-810455-00-53W1132	\$70,870.40
Contingency 8% <u>+</u>	<u>5,669.60</u>
Sub-Total	\$76,540.00
Acct. No. CS53-58545-810571-00-53W1132	\$24,819.50
Contingency 8%±	1,986.00
Plan & Prep 15%±	<u>3,724.50</u>
Sub-Total	\$30,530.00
GRAND TOTAL	<u>\$505,600.00</u>

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

Wednesday, February 6, 2013

HODEL, HEIDI M BELLEVILLE WI Year of Birth: 1968

Status: Active

License Number: 2380521

NPN\*\*: 6529519

Effective Date: 10-07-1999 Expiration Date: 08-31-2013

License Type: Resident Intermediary Indv

CE Compliance: 08-31-2013

# **Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Property	Resident	10-07-1999	Active
Casualty	Resident	10-07-1999	Active

# **Appointments and Terminations**

, , ,	lification e/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual	CAS/Active	10-26-1999		
Insurance Company	PROP/Active	10-26-1999		
American and	CAS/Inactive	11-21-2002	02-10-2005	Canceled
Foreign Insurance Company	PROP/Inactive	11-21-2002	02-07-2005	Canceled
American Automobile	CAS/Active	10-26-1999		
Insurance Company	PROP/Active	10-26-1999		
American Casualty	CAS/Active	01-09-2004		
Company of Reading, Pennsylvania	CAS/Inactive	05-17-2000		Inadequate Production
reillisylvallia	PROP/Active	01-09-2004		
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
American Fire and	CAS/Active	11-04-1999		
Casualty Company	PROP/Active	11-04-1999		
American Guarantee	CAS/Active	10-28-1999		
and Liability Insurance Company	PROP/Active	10-28-1999		
American Insurance	CAS/Active	10-26-1999		
Company, The	PROP/Active	10-26-1999		
American States	CAS/Active	09-27-2008		
Insurance Company	PROP/Active	09-27-2008		

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American Zurich Insurance Company	CAS/Active PROP/Active	10-28-1999 10-28-1999		
Arrowood Indemnity Company	CAS/Inactive	11-21-2002	09-07-2007	Vol. Surrender per Agent Rqst
Company	PROP/Inactive	11-21-2002	09-07-2007	= •
Artisan and Truckers Casualty Company	CAS/Active PROP/Active	01-15-2008 01-15-2008		
Associated Indemnity Corporation	CAS/Active PROP/Active	10-26-1999 10-26-1999		
Automobile Insurance Company of Hartford, Connecticut, The	CAS/Inactive PROP/Inactive	06-14-2001 06-14-2001	12-05-2009 12-05-2009	Canceled Canceled
Berkley Regional Insurance Company	CAS/Active PROP/Active	04-22-2005 04-22-2005		
Capitol Indemnity Corporation	CAS/Active PROP/Active	10-29-1999 10-29-1999		
Charter Oak Fire Insurance Company, The	CAS/Active PROP/Active	11-24-1999 11-24-1999		
Chubb Indemnity Insurance Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
Chubb National Insurance Company	CAS/Active PROP/Active	01-04-2005 01-04-2005		
Connecticut Indemnity Company, The	CAS/Inactive PROP/Inactive	01-12-2000 01-12-2000	02-10-2005 02-10-2005	Canceled Canceled
Consolidated Insurance Company	CAS/Active PROP/Active	10-18-2002 10-18-2002		
Continental Casualty Company	CAS/Active CAS/Inactive PROP/Active PROP/Inactive	01-09-2004 05-17-2000 01-09-2004 05-17-2000	12-27-2001 12-27-2001	Inadequate Production Inadequate Production
Continental Insurance Company, The	CAS/Active PROP/Active	02-24-2006 02-24-2006		
Economy Fire & Casualty Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	11-03-2003 11-03-2003	Inadequate Production Inadequate Production

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Economy Preferred Insurance Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	11-03-2003 11-03-2003	Inadequate Production Inadequate Production
Emcasco Insurance Company	CAS/Active PROP/Active	11-01-1999 11-01-1999		
Employers Assurance Company	CAS/Active	02-11-2008		
Employers Insurance Company of Wausau	CAS/Inactive PROP/Inactive	09-03-2003 09-03-2003	07-12-2011 07-12-2011	Canceled Canceled
Employers Mutual Casualty Company	CAS/Active PROP/Active	11-01-1999 11-01-1999		
Employers Preferred Insurance Company	CAS/Active	02-11-2008		
Executive Risk Indemnity Inc.	CAS/Active PROP/Active	06-27-2000 06-27-2000		
Fairmont Specialty Insurance Company	CAS/Inactive PROP/Inactive	09-25-2003 09-25-2003	08-05-2005 08-05-2005	Inadequate Production Inadequate Production
Federal Insurance Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
Fidelity and Guaranty Insurance Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	12-05-2009 12-05-2009	Canceled Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	12-05-2009 12-05-2009	Canceled Canceled
Fire and Casualty Insurance Company of Connecticut, The	CAS/Inactive PROP/Inactive	01-12-2000 01-12-2000	02-10-2005 02-10-2005	Canceled Canceled
Fireman's Fund Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
First Liberty Insurance Corporation, The	CAS/Inactive PROP/Inactive	01-22-2009 01-22-2009	07-12-2011 07-12-2011	Canceled Canceled
First National Insurance Company of America	CAS/Active PROP/Active	09-27-2008 09-27-2008		
General Casualty Company of Wisconsin	CAS/Active PROP/Active	10-28-1999 10-28-1999		
General Insurance Company of America	CAS/Active PROP/Active	09-27-2008 09-27-2008		

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	Globe Indemnity Company	CAS/Inactive PROP/Inactive	11-21-2002 11-21-2002	02-07-2005 02-07-2005	
	Great Northern Insurance Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
	Hallmark National Insurance Company	CAS/Inactive PROP/Inactive	07-26-2001 07-26-2001	02-23-2004 02-23-2004	Canceled Canceled
	Hartford Fire Insurance Company	CAS/Inactive PROP/Inactive	01-12-2000 01-12-2000	10-05-2009 10-05-2009	Canceled Canceled
	Hartford Insurance Company of the Midwest	CAS/Inactive PROP/Inactive	01-12-2000 01-12-2000	10-31-2008 10-31-2008	Canceled Canceled
	Hartford Underwriters Insurance Company	CAS/Inactive PROP/Inactive	01-12-2000 01-12-2000	10-05-2009 10-05-2009	Canceled Canceled
	Hawkeye-Security Insurance Company	CAS/Active PROP/Active	10-18-2002 10-18-2002		
***************************************	Illinois National Insurance Company	CAS/Active PROP/Active	12-14-1999 12-14-1999		
	Indiana Insurance Company	CAS/Active PROP/Active	10-18-2002 10-18-2002		
	Liberty Insurance Corporation	CAS/Inactive PROP/Inactive	01-22-2009 01-22-2009	07-12-2011 07-12-2011	Canceled Canceled
	Liberty Mutual Fire Insurance Company	CAS/Inactive PROP/Inactive	03-13-2006 03-13-2006	07-12-2011 07-12-2011	Canceled Canceled
***************************************	Liberty Mutual Insurance Company	CAS/Active CAS/Inactive PROP/Inactive	12-20-2012 01-22-2009 01-22-2009	07-12-2011 07-12-2011	Canceled Canceled
***************************************	LM Insurance Corporation	CAS/Inactive PROP/Inactive	01-22-2009 01-22-2009	07-12-2011 07-12-2011	Canceled Canceled
***************************************	Markel American Insurance Company	CAS/Inactive PROP/Inactive	01-08-2003 01-08-2003	03-02-2004 03-02-2004	Canceled Canceled
***************************************	Markel Insurance Company	CAS/Inactive PROP/Inactive	03-31-2003 03-31-2003	03-01-2004 03-01-2004	Canceled Canceled
Mercander of the Property of the Parket.	Meridian Mutual Insurance Company	CAS/Inactive PROP/Inactive	11-04-1999 11-04-1999	06-01-2001 06-01-2001	Company Merger Company Merger
**************************************	Meridian Security Insurance Company	CAS/Inactive PROP/Inactive	07-26-2001 07-26-2001	02-23-2004 02-23-2004	Canceled Canceled
***************************************	MetLife Insurance	CAS/Inactive	11-24-1999	04-21-2003	Inadequate Production

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Company of Connecticut				
National Fire Insurance Company of Hartford	CAS/Active CAS/Inactive PROP/Active PROP/Inactive	01-09-2004 05-17-2000 01-09-2004 05-17-2000	07-25-2002 07-25-2002	Inadequate Production Inadequate Production
National Surety Corporation	CAS/Active PROP/Active	10-26-1999 10-26-1999		
Netherlands Insurance Company, The	CAS/Active PROP/Active	10-18-2002 10-18-2002		
New Hampshire Insurance Company	CAS/Active PROP/Active	12-14-1999 12-14-1999		
Ohio Casualty Insurance Company, The	CAS/Active PROP/Active	11-04-1999 11-04-1999		
Ohio Security Insurance Company	CAS/Active PROP/Active	02-27-2007 02-27-2007	•	
Pacific Indemnity Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
Pacific Star Insurance Company	CAS/Inactive	10-26-1999	04-27-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-26-1999	04-27-2001	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Active PROP/Active	06-28-2004 06-28-2004		
Peerless Insurance Company	CAS/Active PROP/Active	10-18-2002 10-18-2002		
Phoenix Insurance Company, The	CAS/Active PROP/Active	11-24-1999 11-24-1999		
ProAssurance Casualty Company	CAS/Active	11-22-2011		
ProAssurance Wisconsin Insurance Company	CAS/Inactive PROP/Inactive	08-07-2002 08-07-2002	12-31-2011 12-31-2011	Canceled Canceled
Progressive Northern Insurance Company	CAS/Active PROP/Active	12-15-1999 12-15-1999		
Regent Insurance Company	CAS/Active PROP/Active	10-28-1999 10-28-1999		

Republic-Franklin Insurance Company	CAS/Active PROP/Active	07-14-2008 07-14-2008		
Royal Insurance Company of America	CAS/Inactive PROP/Inactive	11-21-2002 11-21-2002	02-08-2005 02-07-2005	Canceled Canceled
SAFECO Insurance Company of America	CAS/Active PROP/Active	09-27-2008 09-27-2008		
SAFECO Insurance Company of Illinois	CAS/Active PROP/Active	09-27-2008 09-27-2008		
Safeguard Insurance Company	CAS/Inactive PROP/Inactive	11-21-2002 11-21-2002	02-10-2005 02-10-2005	Canceled Canceled
Seaboard Surety Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	02-17-2009 02-17-2009	Canceled Canceled
SECURA INSURANCE, A Mutual Company	CAS/Inactive PROP/Inactive	10-28-1999 10-28-1999	11-01-2011 11-01-2011	Canceled Canceled
SECURA Supreme Insurance Company	CAS/Inactive PROP/Inactive	10-28-1999 10-28-1999	11-01-2011 11-01-2011	Canceled Canceled
Security Insurance Company of Hartford	CAS/Inactive	01-12-2000	09-07-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-12-2000	09-07-2007	Vol. Surrender per Agent Rqst
SOCIETY INSURANCE, a mutual company	CAS/Active PROP/Active	10-28-1999 10-28-1999		
St. Paul Fire and Casualty Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Fire and Marine Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Guardian Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Mercury Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Protective Insurance Company	CAS/Inactive	10-26-1999	04-21-2003	Vol. Surrender per Agent Rqst
·	PROP/Inactive	10-26-1999	04-21-2003	Vol. Surrender per Agent Rqst
State Auto Insurance	CAS/Inactive	07-26-2001	02-23-2004	Canceled
Company of Wisconsin	PROP/Inactive	07-26-2001	02-23-2004	Canceled

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CAS/Inactive	07-26-2001	02-23-2004	Canceled
PROP/Inactive	07-26-2001	02-23-2004	Canceled
CAS/Inactive	11-04-1999	02-23-2004	Canceled
PROP/Inactive	11-04-1999	02-23-2004	Canceled
CAS/Inactive	01-09-2004	01-14-2008	Canceled
CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
PROP/Inactive	01-09-2004	01-14-2008	Canceled
PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
CAS/Active	01-09-2004		
CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
PROP/Active	01-09-2004		
PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
CAS/Active	06-02-2000		
PROP/Active	06-02-2000		
CAS/Active	09-23-2010		
PROP/Active	09-23-2010		
CAS/Active	10-11-2007		
PROP/Active	10-11-2007		
CAS/Inactive	06-14-2001	12-05-2009	Canceled
PROP/Inactive	06-14-2001	12-05-2009	Canceled
CAS/Inactive	10-26-1999	12-11-2003	Vol. Surrender per
G/ (G/ 1//dG) / G			Agent Rqst
PROP/Inactive	10-26-1999	12-11-2003	Agent Rqst Vol. Surrender per Agent Rqst
·	10-26-1999 07-25-2007	12-11-2003	Vol. Surrender per
PROP/Inactive		12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active  PROP/Active	07-25-2007 07-25-2007	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active  PROP/Active  CAS/Active	07-25-2007 07-25-2007 11-24-1999	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active  PROP/Active	07-25-2007 07-25-2007	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active PROP/Active  CAS/Active PROP/Active  CAS/Active	07-25-2007 07-25-2007 11-24-1999	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active PROP/Active  CAS/Active PROP/Active	07-25-2007 07-25-2007 11-24-1999 11-24-1999	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active PROP/Active  CAS/Active PROP/Active  CAS/Active	07-25-2007 07-25-2007 11-24-1999 11-24-1999	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active PROP/Active  CAS/Active PROP/Active  CAS/Active PROP/Active	07-25-2007 07-25-2007 11-24-1999 11-24-1999 11-24-1999	12-11-2003	Vol. Surrender per
PROP/Inactive  CAS/Active PROP/Active  CAS/Active PROP/Active  CAS/Active PROP/Active  CAS/Active	07-25-2007 07-25-2007 11-24-1999 11-24-1999 11-24-1999 11-24-1999	12-11-2003	Vol. Surrender per
	PROP/Inactive  CAS/Inactive PROP/Inactive  CAS/Inactive CAS/Inactive PROP/Inactive PROP/Inactive PROP/Inactive PROP/Active PROP/Active PROP/Active CAS/Active PROP/Active CAS/Active PROP/Active CAS/Active PROP/Active CAS/Inactive CAS/Inactive CAS/Inactive CAS/Inactive CAS/Inactive	PROP/Inactive 07-26-2001  CAS/Inactive 11-04-1999 PROP/Inactive 01-09-2004 CAS/Inactive 05-17-2000 PROP/Inactive 01-09-2004 PROP/Inactive 05-17-2000 CAS/Active 01-09-2004 CAS/Inactive 05-17-2000 PROP/Active 01-09-2004 PROP/Inactive 05-17-2000 PROP/Active 01-09-2004 PROP/Inactive 05-17-2000 CAS/Active 06-02-2000 PROP/Active 06-02-2000 CAS/Active 09-23-2010 PROP/Active 09-23-2010 CAS/Active 10-11-2007 PROP/Active 10-11-2007 PROP/Active 06-14-2001 PROP/Inactive 06-14-2001	PROP/Inactive 07-26-2001 02-23-2004  CAS/Inactive 11-04-1999 02-23-2004  PROP/Inactive 01-09-2004 01-14-2008  CAS/Inactive 05-17-2000 07-25-2002  PROP/Inactive 05-17-2000 07-25-2002  PROP/Inactive 05-17-2000 07-25-2002  CAS/Active 01-09-2004  CAS/Inactive 05-17-2000 07-25-2002  PROP/Active 01-09-2004  PROP/Inactive 05-17-2000 07-25-2002  CAS/Active 01-09-2004  PROP/Inactive 05-17-2000 07-25-2002  CAS/Active 06-02-2000  PROP/Active 06-02-2000  CAS/Active 09-23-2010  PROP/Active 10-11-2007  PROP/Active 10-11-2007  PROP/Active 06-14-2001 12-05-2009  PROP/Inactive 06-14-2001 12-05-2009

1				
Twin City Fire	CAS/Inactive	01-12-2000	10-05-2009	Canceled
Insurance Company	PROP/Inactive	01-12-2000	10-05-2009	Canceled
United States Fidelity	CAS/Inactive	10-26-1999	12-05-2009	Canceled
and Guaranty Company	PROP/Inactive	10-26-1999	12-05-2009	Canceled
United Wisconsin	CAS/Inactive	11-15-1999	08-20-2010	Canceled
Insurance Company	PROP/Inactive	11-15-1999	08-03-2006	Canceled
Utica Mutual	CAS/Active	08-17-2000		
Insurance Company	PROP/Active	08-17-2000		
Valley Forge	CAS/Active	01-09-2004		
Insurance Company	CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
	PROP/Active	01-09-2004		
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
Venture Insurance	CAS/Inactive	10-28-1999	01-04-2006	Canceled
Company	PROP/Inactive	10-28-1999	01-04-2006	Canceled
Vigilant Insurance	CAS/Active	11-23-1999		
Company	PROP/Active	11-23-1999		
	•			
Wausau Business	CAS/Inactive	09-03-2003	07-12-2011	Canceled
Insurance Company	PROP/Inactive	09-03-2003	07-12-2011	Canceled
Wausau General	CAS/Inactive	09-03-2003	07-12-2011	Canceled
Insurance Company	PROP/Inactive	09-03-2003	07-12-2011	Canceled
Wausau Underwriters	CAS/Inactive	09-03-2003	07-12-2011	Canceled
Insurance Company	PROP/Inactive	09-03-2003	07-12-2011	Canceled
West American	CAS/Active	11-04-1999		
Insurance Company	PROP/Active	11-04-1999		
	•			
West Bend Mutual	CAS/Active	10-28-1999		
Insurance Company	PROP/Active	10-28-1999		
Western Surety Company	CAS/Active	10-19-2010		
Zurich American	CAS/Active	10-28-1999		
Insurance Company	PROP/Active	10-28-1999		
, ,	•			
Zurich American	CAS/Active	10-28-1999		
Insurance Company of Illinois	PROP/Active	10-28-1999		

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

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

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\$419,698.40 FILE

BID OF\_\_\_\_\_RAYMOND P. CATTELL, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET **ASSESSMENT DISTRICT-2013** 

**CONTRACT NO. 6783** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON FEBRUARY 5, 2013

# PLEASE RETURN PLANS AND SPECIFICATIONS TO:

CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

	1. 1

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

# **INDEX**

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SECTION D: SPECIAL PROVISIONS	D-1
SECTION E: PROPOSAL	
SECTION F: BID BOND	
SECTION G: AGREEMENT	G-1
SECTION H: PAYMENT AND PERFORMANCE BOND	
SECTION I: PREVAILING WAGE RATE	I-1

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:
6783	NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013
SBE GOAL	4%

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

#### **PREQUALIFICATIONS**

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2012 to January 31, 2014 must submit their application on or before 1:00 p.m., JANUARY 11, 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 <a href="https://www.cityofmadison.com/business/pw/forms.cfm">www.cityofmadison.com/business/pw/forms.cfm</a>.

#### PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements on JANUARY 4, 2013 at 1:00 PM at 1600 Emil Street, Madison Wisconsin.

#### OTHER REQUIREMENTS

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

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

Deadline for the Submittal of Bid is JANUARY 11, 2013 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on JANUARY 18, 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 <a href="http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm">http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm</a> 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 <a href="http://www.cityofmadison.com/business/pw/forms.cfm">http://www.cityofmadison.com/business/pw/forms.cfm</a> or by contacting City Engineering at 608-266-4620

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### 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 <a href="https://www.cityofinadison.com/Business/PW/specs.cfm">www.cityofinadison.com/Business/PW/specs.cfm</a> 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 prequalified 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 musts 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

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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 🖂

Bu	ldin	g Demolition			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Str	eet.	Utility and Site Construction			
201		Asphalt Paving	265		Retaining Walls, Precast Modular Units
205		Blasting	270		Retaining Walls, Reinforced concrete
210		Boring/Pipe Jacking	275	$\boxtimes$	Sanitary, Storm Sewer & Water Main Const.
215		Concrete Paving	280		Sewer Lateral Drain Cleaning/Internal TV Insp.
220		Con. Sidewalk/Curb & Gutter/Misc. Concrete Work	285		Sewer Lining
221		Concrete Bases and Other Concrete Work	290		Sewer Pipe Bursting
225		Dredging	295		Soil Borings
230		Fencing	300		•
235					Soil Nailing
		Fiber Optic Cable/Conduit Installation	305		Storm & Sanitary Sewer Laterals & Water Svc.
241		Horizontal Saw Cutting of Sidewalk	320		Traffic Signals
240		Grading and Earthwork	330		Traffic Control During Construction
242		Infrared Seamless Patching	310	$\boxtimes$	Street Construction
245		Landscaping, Maintenance	315		Street Lighting
250		Landscaping, Site and Street	318	Ц	Tennis Court Resurfacing
251		Parking Ramp Maintenance	330		Traffic Control During Construction
255		Pavement Sealcoating and Crack Sealing	320		Traffic Signals
260		Petroleum Above/Below Ground Storage Tank	325		Traffic Signing & Marking
		Removal/Installation	332		Tree Pruning/Removal
			333		Tree, Pesticide Treatment of
			335		Trucking
			399		Other
					·
Bric	ge	<u>Construction</u>			
501		Bridge Construction and/or Repair			
n	al!	O constant the co			
		Construction		_	
401		Floor Covering (including carpet, ceramic tile installation,	435		Masonry
		rubber, VCT	437		Metals
402		Building Automation Systems	440		Painting and Wallcovering
403		Concrete	445		Plumbing .
404		Doors and Windows	450		Pump Repair
405		Electrical - Power, Lighting & Communications	455		Pump Systems
410		Elevator - Lifts	460		Roofing and Moisture Protection
412		Fire Suppression	461		Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments	465		Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000	466		Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000	470		Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing	480		Wood, Plastics & Composites-Structural &
429		Hazardous Material Removal	-		Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499		Other
433	$\overline{\Box}$	Insulation - Thermal			

Stat	te 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: <a href="http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.htm">http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.htm</a> . 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 commer—cially 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.

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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 <u>ad hoc</u> 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.

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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 <a href="https://www.cityofmadison.com/dcr/aaTBDir.cfm">www.cityofmadison.com/dcr/aaTBDir.cfm</a>.

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 <a href="https://www.cityofmadison.com/der/aaTBDir.cfm">www.cityofmadison.com/der/aaTBDir.cfm</a>. 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> utilized.)

#### 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed <u>non-responsible</u> 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 <u>received</u> 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:

- 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.

# 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:	
Contact Person/Title:	
Prime Bidder Certification:	
Ι,	, of
Name	Title
	certify that the information
Company	
contained in this SBE Compliance Report is true and	I correct to the best of my knowledge and belief.
Witness' Signature	Bidder's Signature
Date	

# 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 S	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:	<b>%</b> .					

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

SBE I	nformation:					
Compa	nny:					
Addres	ss:					
	one Number:					
	t 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					

C-8

5.	If you reque	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.	Descr	ribe any other good faith efforts:							

## SECTION D: SPECIAL PROVISIONS

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

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

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

# SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

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

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison "Minimum Rate of Wage Scale" and that each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to such employee. Questions regarding an employee's classification or rate of pay within that classification, shall be resolved by the practice that predominates in the industry and on which the trade or occupation rate/classification is based. Therefore, rate of pay, classification and work jurisdiction disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

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

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

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

# SECTION 102.12: BEST VALUE CONTRACTING

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

# ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main, curb and gutter, base preparation, asphalt pavement, driveway aprons, sidewalk, street lighting, tree grates, and a terrace support system.

The project is approximately 695 ft. in length. The project limits for the work are: North Fairchild Street: from W. Mifflin St. to W. Washington Ave. West Mifflin Street: from N. Henry St. to N. Fairchild St.

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

# SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and

mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

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

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

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

# SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

There is ongoing work taking place on the Madison Central Library located at 201 W. Mifflin St. At the start of this contract, most of the work that will be taking place on the Library will be inside of the building. The Contractor shall coordinate access and coordinate any necessary deliveries with the Library contractor. The contact for the Library project is Tom Faust — 608-516-5525 (cell) or tfaust@findorff.com.

There is potential from utility conflicts to arise with this project. The Contractor shall coordinate their work to allow access to utility companies to perform maintenance work on existing facilities or to resolve conflicts.

MG&E expects that they will be performing some maintenance work on the access points for the electrical vault located under the sidewalk along N. Fairchild St. at 122 W. Washington Ave. The work on this vault could take as long as 4 weeks to complete. The Contractor shall coordinate for access, time, and space for MG&E to complete their work. Contact Mark Bohm, 608-252-4730 with questions related to MG&E's work.

The Contractor shall coordinate utility lateral work with Businesses to provide access at all times, and perform work in business desired time frames as much as possible.

The Contractor shall attend a business preconstruction meeting to be facilitated by City Engineering. The meeting will take place the week of March 11<sup>th</sup> with the actual time and locations to be determined.

The Contractor shall hold weekly progress meetings with the Engineer and affected utilities. The Contractor shall hold bi-weekly progress meeting with interested area businesses and residents along with the Engineer and affected utilities. The biweekly progress meetings are intended to give updates regarding the progression of work and timing of various traffic control stages.

## SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

One changeable message board shall be placed in the parking lane on N Fairchild St between W Mifflin St and West Washington Ave for the seven days prior to the start of construction notifying motorists of the construction. The message board shall be removed at the start of construction.

One lane of traffic shall be maintained at all times on N Fairchild St. Minimum traffic lane width is 10 feet to edge of pavement and 12 feet from face of curb. The maintained traffic lane on Fairchild St shall be on a hard pavement surface at all times, including intersections. The traffic lane must be separated from construction with construction barrels at all times for the length of project with a maximum spacing of 25 feet. The barrels shall not be within the 12 foot minimum traffic lane.

Traffic into the Mifflin St cul-de-sac shall be maintained at all times. Flaggers shall be used, when needed during paving operations within the intersection.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The Contractor shall supply temporary stop signs at any location where a permanent stop sign needs to be removed. The temporary stop signs shall remain in place until the City installs permanent signs.

Access to the two parking garage driveways within on N Fairchild St shall be provided at all times. Interruption of access to a property, which is necessary for the construction of this project, shall be granted only after discussion(s) with the affected property owner(s)/occupant(s) and only from after 6:00 p.m. on Fridays to 6:00 a.m. on Monday morning. Contact information for the properties is as follows:

#### 222 W. Washington Ave.

Phillip Maier
 Vice President of Facilities
 608.255.5060 or 608.220.9064 (mobile)
 pmaier@fioreco.com

# 125 W. Mifflin St. / 15 N. Fairchild St. / 122 W. Washington Ave.

Kermit Bergs
 Hovde Properties Manager
 608.255.5175 ext. 11
 kbergs@hovdeproperties.com

Maintain pedestrian movements at the crosswalk at the Fairchild/W. Washington intersection at all times. Coordinate with Block 100 State Street construction to maintain pedestrian movements at the northwest crosswalk of the Mifflin/Fairchild intersection at all times.

The sidewalk on the north side of W. Mifflin St shall remain open at all times. Sidewalk closures at other locations shall conform to City of Madison Standard Detail Drawing #6.36.

Contractor shall have an appropriately equipped flagger at any location where construction equipment or trucks are leaving the jobsite and entering normal traffic flow.

The Contractor may remove parking within the project limits, where necessary for construction. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

Contact Thomas Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

#### SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

# SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the permanent pavement marking and signing has been installed by the City. The City shall notify the Contractor when the final pavement marking and signing is

complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

#### SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on <u>MARCH 25, 2013</u>. The date of completion for all work under this contract shall be <u>MAY 18, 2013</u>. Work shall follow Section 107.7 Maintenance of Traffic herein these specifications unless approved by the Engineer.

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

The fixed, agreed upon, daily liquidated damages for failure to complete all work within the contract shall be computed in accordance with Section 109.7 of the Specifications starting with the start date shown or the actual date work begins whichever is sooner.

#### BID ITEM 20204 - SELECT FILL (UNDISTRIBUTED)

This Bid Item shall only be used if all other suitable material from on site has already been used. This includes any excess material from pulverizing the existing pavement or excess material from areas of excavation cut.

# ARTICLE 301 CONCRETE AND CONCRETE MATERIALS

#### HIGH EARLY STRENGTH CONCRETE

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

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

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

501.2 Materials

501.3 Construction

## BID ITEM 40311 - PULVERIZE & SHAPE

Excess material from Pulverizing & shaping pavement in the areas indicated on the plans shall first be used as needed in areas of the roadway where additional material is needed to construct the pavement at the proposed grades. If there is still additional material, it shall be used as necessary for base under the proposed sidewalk or in any other locations where this type of material will meet the City Standard Specifications. Use of this material in other locations on the project site shall be considered incidental to this bid item. If excess material still remains, it shall be removed from the site at no additional cost to the City.

# SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The City of Madison Traffic Engineering Division will remove existing signal and lighting poles as necessary and install new poles and wire. The contractor shall cooperate fully with the City in staging the removal and construction of conduit and structures so that street lighting can be maintained by the City.

## SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials. Complete quantities of an item shall be picked up on one appointment unless Dennis Rowe agrees to a partial quantity disbursement.

3/4" x 24" Anchor Bolts: 28 1-1/4" x 48" anchor bolts: 4 1" x 40" anchor bolts: 20

Steel Base for Multi-Space Parking Meters: 2

Type 1 Electrical Handhole: 2 Type 5 Electrical Handhole: 1

Type 7 Electrical Handhole (30" x 48" x 36" depth): 1

# SECTION 604 BASES FOR STREET LIGHTING UNITS

The bid item for LB type bases shall include cutting existing conduit and wire, pulling back and saving existing wire, and extending existing conduit and wire into each new base where streetlight conduit and/or wire already exists. Existing street light conductors shall be saved and reused unless otherwise authorized in writing by the City Traffic Engineering Electrical Inspector. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with installing conduit connection between existing conduit and new base, saving and reusing existing wire or removing existing wire from conduit is incidental to the bid items for LB type bases.

#### ARTICLE 607 ELECTRICAL HANDHOLES

The contractor shall install City furnished Type 7 handhole conforming to this section and consistent with the specifications for installing Type 5 handholes.

# SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

This project consists of furnishing and installing 10-inch ductile iron water main on North Fairchild Street between the West Washington Avenue and West Mifflin Street intersections. The new pipeline will connect portions of water main installed in 2004 and 2012, and ultimately abandon older 10" castiron water main within the same limits.

Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. Services will be reconnected to the new main as shown on the plans.

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

# SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications For Public Works Construction, 2013 Edition (adopted December 11, 2012) or most recent. Keep all valves accessible and functioning throughout the duration of the work, unless directed otherwise by a Water Utility representative.

#### SECTION 703.6 CONNECTING TO EXISTING WATER MAINS

In addition to standard water shutoff notification requirements, coordinate with the Water Utility and the following contacts in scheduling water shutoff operations:

- 222 W. Washington Ave.
  - Phillip Maier
     Vice President of Facilities
     608.255.5060 or 608.220.9064 (mobile)
     pmaier@fioreco.com
  - o Note: Limit these service interruptions to weekends or after 4:30pm on weekdays unless otherwise permitted/coordinated with the Water Utility and the above contact.
- 201 W. Mifflin St.
  - Tom Faust
     Construction Site Superintendent J.H. Findorff & Son 608.516.5525
     tfaust@findorff.com
- 125 W. Mifflin St. / 15 N. Fairchild St. / 122 W. Washington Ave.
  - O Kermit Bergs
    Hovde Properties Manager
    608.255.5175 ext. 11
    kbergs@hovdeproperties.com
  - o Note: Limit these service interruptions to weekends or after 4:30pm on weekdays unless otherwise permitted/coordinated with the Water Utility and the above contact.

# BID ITEM 70405 - CUT-IN CONNECTION

Once the new water main is installed and has passed standard testing requirements, there will be two required service cut-in connections to the properties at 122 W. Washington Ave. and 201 W. Mifflin St., as well as procedures to connect to the existing 12-IN (2012) water main. Unless otherwise permitted by the Water Utility, coordinate this work such that these three connections are completed within the same water main shutoff period.

# BID ITEM 90001 - C1 CONCRETE SIDEWALK 5-INCH

# DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

#### **MATERIALS**

The concrete mix design shall be as follows per cubic yard:

Cement: 575 lbs

Fine Aggregate: 950 lbs

Upper Canadian Black Granite (½ x ½) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

# Sieve Analysis

Unper	Canadian	Black	Granite
ODDG	Canadian	Diack	Clamic

Sieve Size	% Passing
9/16"	100%
0.53"	98.5%
7/16"	84.7%
5/8"	65.8%
1/4**	14.2%
#4	1.0%

## Starlite Black Granite

Sieve Size	% Passing
9/16"	98%
3/8"	66%
3/16"	12%
#8	0%

#### Colonial Red Granite

Sieve Size	% Passing
9/16"	98.0%
3/8"	67.0%
#4	13.0%
#8	3.0%
#16	<1.0%

#### CONSTRUCTION

Placing and Finishing Concrete. Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary ¼-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 5-Inch shall be doweled into all existing and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Detais 3.10 and 3.11 of the City of Madison Standard Specifications

All C1 Concrete Sidewalk 5-Inch shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management specs (bid item 90016)

Interface between C1 Concrete Sidewalk 5" or 7" Concrete Sidewalk & Drive shall have foam expansion joint and caulk seal incidental.

#### METHOD OF MEASUREMENT

C1 Concrete Sidewalk 5-Inch shall be measured by the square foot installed and accepted.

#### BASIS OF PAYMENT

C1 Concrete Sidewalk 5-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in construction concrete sidewalks as specified in the contract.

#### BID ITEM 90002 - CONCRETE SIDEWALK TEST POUR

#### DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as hereinafter amended. The test pours shall be completed by the Contractor to demonstrate the techniques and quality of workmanship required to produce the desired finished product. The test pour area shall be 10-foot by 10-foot.

#### **MATERIALS**

The concrete mix design shall be the same as the bid item "C1 Concrete Sidewalk 5-Inch".

#### CONSTRUCTION

The test pour shall be done at a location within the City of Madison Metropolitan area. Location shall be verified with the Engineer. The Contractor will give the Engineer a minimum 48-hour notice prior to the test pour. The test pours shall be completed on separate days. The construction of the test pour area shall follow the techniques as described in the bid item "C1 Concrete Sidewalk 5-Inch," including different tooling techniques as directed by the Engineer.

#### METHOD OF MEASUREMENT

Concrete Sidewalk Test Pour shall be measured by the unit each.

## BASIS OF PAYMENT

Concrete Sidewalk Test Pour, measure as provided above, shall be paid at the contact unit price for work as described above.

## BID ITEM 90003 - BIKE RACK, 3 STALL, SINGLE SIDED

#### BID ITEM 90004 - BIKE RACK, 4 STALL, SINGLE SIDED

# BID ITEM 90005 - BIKE RACK, 7 STALL, DOUBLE SIDED

#### DESCRIPTION

This work shall consist of the furnishing and installing bike racks at the locations shown on the plans and as herein provided. Bike racks shall be installed on the concrete terrace (paid under 5" Concrete Sidewalk or C1 Concrete Sidewalk 5-Inch). Contractor shall contact the Engineer prior to installing the bike racks to verify the location

#### **MATERIALS**

The capacity of the bike rack is to be determined by the number of looped down brackets; the end supports shall not count as locations to calculate capacity. Each bike rack location on the plans indicates the capacity of the rack to be installed at that location. All bike racks shall have a painted black finish. Acceptable racks are: "Campus Rack" made by Dero Bike Rack Company (888) 337-6729, "Sentry Rack" and "Spartan Rack" made by Madrax (608) 849-1080, "City Rack" made by Saris – contact Rick Wisdom (608) 729-6174, or approved equal. The contractor shall install the same style of rack for all 3, 4, and 7 stall racks. More information regarding bike racks can be found on the City Traffic Engineering website at:

http://www.cityofmadison.com/trafficEngineering/documents/MadisonBikeParking20100715.pdf

## CONSTRUCTION

Install bike racks with stainless steel bolt and anchor system according to manufacturer's instructions in locations shown on the plans.

#### METHOD OF MEASUREMENT

Bike racks shall be measured by the unit, each, installed and accepted in place.

#### BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which shall be payment in full for furnishing, installing bike racks; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

# BID ITEM 90006 - CONCRETE TERRACE SUPPORT SYSTEM

#### DESCRIPTION

This Bid Item shall include all work, materials, equipment and incidentals necessary to construction the Concrete Terrace Support System as shown on the plans, details, and as described in these Special Provisions. The Contractor shall provide and install the Deeproot Silva Cells, or approved equal, according to the manufacturer's requirements and per these Special Provisions. The objective of installing these cells is to support the Concrete Terrace while keeping backfill material within the cells uncompacted to provide a better growing environment for trees, which will be planted by others in the future.

# **MATERIALS**

The Contractor shall provide and install the Deeproot Silva Cells (frames and deck), or approved equal, per the manufacturer's requirements. This will include the use of a manufacturer approved

geogrid around the perimeter of the cell system and around any areas where the cells are gapped due to utility structures. The geogrids shall be considered incidental to this bid item. The base of the support system shall be constructed of Gradation No. 3 crushed aggregate, and shall also be considered incidental to this bid item. The Contractor shall also install a nonwoven, geotextile fabric, type SAS that meets the City Standard Specifications, on top of the deck of the support system to prevent any crushed aggregate material from entering the area enclosed by the cells; the geotextile fabric shall also be considered incidental to this item. All other materials used in the construction of this system (tree grates, soil mixture backfill, 1" clear stone, concrete sidewalk, etc.) shall be paid under the appropriate bid items as indicated on the plans and details.

### CONSTRUCTION

The Contractor shall excavate the terrace area down to the subgrade of the support system. The excavation of this area shall be included in this bid item, and is not included within the plan quantity. A minimum of 4" of gradation 3 crushed aggregate shall be installed as the base for the support system and shall be compacted per the City Standard Specifications. The top of the base layer shall be installed in a stepped manner, as shown in the details, to prevent water from draining too quickly through the area. Installation of the base of the Terrace Support System is included with this item. If requested a minimum of 1 week in advance, the Engineer can assist in providing grades for the top of the base layer.

Two (2) layers of the Deeproot Silva Cells, or approved equal, shall then be constructed on top the base layer. The Contractor shall construct the frames around any utility crossings. The proposed layout of the cells is shown in the detail drawings. Around the perimeter of the cells, a geogrid shall be installed to prevent compacted material under the roadway or under the sidewalk from entering the cell area. The Contractor shall install the cells as close to any utility structures as possible, but the cells shall be gapped around the structures with a geogrid installed around the perimeter of the cells around the gap. 1" Clear Stone (Bid Item 90008) shall be installed in the gapped area around the utility structure.

The cells shall also be gapped around the tree planting areas (tree pit) as shown on the details to allow for a tree to be planted in the future. A geogrid shall also be installed around the tree pits, including along the curb and sidewalk sides of the pit.

Prior to installing the top deck of the cell frames, the Contractor shall install the Soil Mixture Backfill for Tree Planting Sites, which shall be paid under Bid Item 90007. The backfill material shall fill the entire area of the cells as well as the tree pits and shall remain uncompacted within the Concrete Terrace Support System.

Once all backfill material is in place, the top of the frames shall be set so that a minimum of 2" of aggregate will exist between the top of the frames and bottom of the 5" concrete sidewalk. Once the frames are constructed, the deck can be placed on the top layer of the frames, and the geotextile fabric can be placed on top of the deck and wrapped per the detail drawings to prevent loss of the crushed aggregate at the tree pits. Installation of the geotextile is included with this bid item.

#### METHOD OF MEASUREMENT

Concrete Terrace Support System shall be measured by the cubic feet of space occupied by the framework of the cells that are installed and accepted.

#### BASIS OF PAYMENT

This item, measured as provided above, shall be paid for at the contract unit price, which shall be payment in full for furnishing and installing all materials, including all labor, equipment and incidentals necessary to complete this item of work.

# BID ITEM 90007 - SOIL MIXTURE BACKFILL FOR TREE PLANTING SITES

#### DESCRIPTION

Soil Mixture Backfill for Tree Planting Sites shall be installed entirely within the cells of the Terrace Support System (Bid Item 90006), and it shall also be used to replace the existing soil at all other tree grate sites to a depth of 36"

#### **MATERIALS**

All tree planting sites, as described above, shall be backfilled with improved soil mixture of 2:1:1 of topsoil, sand, and peat moss, respectively, by volume per the State of Wisconsin Standard Specifications 632.2.3.4.

## CONSTRUCTION

At typical tree grate locations, the Contractor shall remove all soil and material to a depth of 36" under the entire area of the tree grate (4'x8' typically) to accommodate the future tree planting. The Contractor shall be responsible for disposing of soil and all waste material. Install a minimum of 33" of Soil Mixture Backfill for Tree Planting Sites such that the excavated area will be filled completely with the backfill material to within 3" of the bottom of the tree grate area. The remaining space shall be filled with washed clear stone, 1" nominal size, to support the tree grate. This clear stone shall be considered incidental this bid item.

Backfilling at the typical tree grate locations shall be in 8" lifts. Lightly compact each lift enough to be to withstand foot traffic without causing a footprint more than 1" deep. Backfill material shall provide support for the tree grate across the entire area of the tree grate.

Within the cells of the terrace support system, the Soil Mixture Backfill shall be installed to fill all of the void space, including the tree pits, up to the top deck of the cell system. No clear stone shall be installed on top of the soil mixture backfill within the terrace support system. The Soil Mixture Backfill within the support system shall remain uncompacted.

#### MEATHOD OF MEASUREMENT

Soil Mixture Backfill shall be measured by the cubic yard, lightly compacted in place.

# BASIS OF PAYMENT

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

#### BID ITEM 90008 -1" CLEAR STONE

#### DESCRIPTION

The work under this item shall consist of furnishing and installing 1" Clear Stone within the detailed excavated area around the existing sewer access structures located within the area that is to have the terrace support system installed. This item shall include all materials, equipment, labor, and incidentals necessary to complete the work. Work shall be completed in accordance with Section 310 Open Graded Base of the State of Wisconsin Standard Specifications.

The cells of the terrace support system shall be installed as close as possible to the sewer access structures. The area around the structures that cannot have the cells installed shall be completely filled with compacted 1" Clear Stone such that the concrete terrace will remain supported in the area around the structures.

#### MATERIALS

The Contractor shall use crushed aggregate at a gradation conforming to Section 310 of the State of Wisconsin Standard Specifications for 1" clear.

#### METHOD OF MEASUREMENT

1" Clear Stone Installed shall be measured by the ton acceptable completed.

#### BASIS OF PAYMENT

1" Clear Stone Installed shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.

# BID ITEM 90009 - UNDISTRIBUTED SHEET MEMBRANE WATERPROOFING

## DESCRIPTION

This special provision describes preparing the surface, furnishing and installing a primer, waterproofing membrane, and hot rubberized sealer or mastic, or both, on the vault roof to be overlaid with a minimum of one-inch granular material and concrete.

#### MATERIALS

Provide a material in the waterproofing system that is specifically designed for use with vault roofs. The membrane shall consist of a cold-applied, self-adhering membrane incorporating a heat resistant woven or non-woven fabric or fiberglass reinforcing laminated in between layers of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the down side and may have a thin spun bonded open weave polyester fabric on the up side. Provide a composite sheet membrane with the following properties:

Property	Test Method	Specific Value			
Width		36 inch min.			
Tensile Strength	ASTM D 412	50 lb/in or 700 psi min.			
Thickness		60 mils to 80 mils			
Puncture Resistance	ASTM E 154	40 lb. min.			
Permeance	ASTM E 96, Method B	0.05 US Perms max.			
Low Temperature Pliability	ASTM D 146, 1-inch Mandrel @ -25° F	No cracks or splits at 180° bend			
Water Absorption	ASTM D 570, 72 hr.	0.25% max.			
Peel Adhesion	ASTM D 903	5 lb/in width min.			
Crack Cycling @ -15° F, 100 cycles	ASTM C 836	No cracks or splits			
Compound Softening Point	ASTM D 36	$210^{\circ} \text{ F} \pm 20^{\circ} \text{ F}$			
Viscosity of Membrane	ASTM D 4402	3500 centipoise			
Rubberized Asphalt, @ 329° F		•			

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material. Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

#### MATERIALS CERTIFICATION

Prior to membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the Engineer a notarized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications. The certification shall include or have attached specific results of tests performed on the material supplied. The Engineer may at his option require samples of any material for testing. Prior approval membranes will be provisionally accepted by manufacturer's certification on their company letterhead, but may be subject to control and/or approval by subsequent testing.

#### CONSTRUCTION

#### **Application Methods**

Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the vault roof temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the Engineer. To establish procedures for maintaining optimum working conditions and to coordinate work related to adjacent construction, a pre-installation conference with a manufacturer's representative shall be held prior to starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with membrane installation procedures shall be present during placement of the membrane.

After sidewalk removal operations, remove by sweeping, compressed air blasting, or by other satisfactory means any foreign material remaining on the vault roof. The roof shall be clean, dry and

free from mud, dirt, sand, oil or grease and any other contaminants prior to application of the primer. No vehicles or equipment will be permitted on the roof after surface preparation except those necessary for the installation of the waterproofing membrane. The Engineer will inspect the roof prior to the application of the primer. Do not begin application of either the primer or membrane until after the Engineer grants approval.

To coat all surfaces of the roof and walls that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free (approximately forty-five minutes) before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the roof becomes contaminated, clean and reprime the area.

Apply primer on the walls and expansion joints to the limits of the adjacent concrete pours. Take care to ensure that all corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the roof starting on the low side edge.

To form a bond with the primed roof, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane by hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the roof cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the roof profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete. The entire membrane shall be free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the roof. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure water tightness. Apply membrane flashing to expansion joints and cut, fit and seal the membrane flashing with mastic or by heat sealing.

Cover the corners of walls and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic in accordance with manufacturer guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

The applicator foreman or lead worker shall be certified by the manufacturer of the waterproofing membrane as approved applicators, and shall be present during all applications.

## OVERLAYING THE MEMBRANE WITH CONCRETE

Construct the concrete according to scheduling requirements elsewhere in the contract. Cover all exposed membrane with the specified granular material and concrete mix within five (5) days after installation. Chemical solvents, gasoline, diesel fuel, mineral spirits, etc. shall not be spilled or leaked onto the membrane. Prior to covering the membrane with granular material and concrete, clean and dry the membrane of mud, dirt, oil, grease, or any other contaminants, and dry the membrane. Patch contaminated areas as required by the Engineer.

#### METHOD OF MEASUREMENT

Sheet Membrane Waterproofing, installed in accordance with the contract and accepted will be measured, in area by the square feet.

#### BASIS OF PAYMENT

Sheet membrane waterproofing, measured as provided above, shall be paid at the contract unit price. Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer; preparing the surface; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the contract work.

#### BID ITEM 90010 - UNDISTRIBUTED ABANDON VAULT

#### DESCRIPTION

The work shall consist of removing the vault roof, removing part of the outer walls and cracking the existing vault floor.

There is one known existing vault within these project limits, which is separated into two rooms, and this vault is noted on the plans. The Contractor shall be aware that this vault may or may not need to be abandoned. Whether or not the vault will be abandoned will be coordinated with the building owner prior to the start of construction. If the vault does need to be abandoned, the Contractor will not be given additional contract days for this work as this was already figured into the contract duration.

#### MATERIALS

Granular Backfill shall meet the requirements of Article 202 of the standard specifications.

#### METHOD OF MEASUREMENT

The department will measure Undistributed Abandon Vault in square feet of roof.

#### BASIS OF PAYMENT

Undistributed Abandon Vault measured as provided above, will be paid for at the contract price square feet, which price shall be payment in full for excavation of vault roof and vault walls, disposal of material and other debris, granular backfill, labor, material, equipment, and incidentals necessary to complete this item of work.

# BID ITEM 90011 - UNDISTRIBUTED VAULT WALL

#### DESCRIPTION

The work shall consist of drilling in dowel bars and constructing a masonry wall.

## **MATERIALS**

Clay brick, concrete brick, or concrete block masonry shall meet the requirements of Section 519 of the State of Wisconsin Standard Specifications. The new material shall match the existing foundation material. If the existing foundation is cast-in-place concrete, use concrete block or brick.

#### CONSTRUCTION

See construction details.

#### METHOD OF MEASUREMENT

The department will measure Undistributed Vault Wall in square feet of wall face.

#### BASIS OF PAYMENT

Undistributed Vault Wall shall be measured as provided above, will be paid for at the contract unit price square feet, which price shall be payment in full for construction of masonry wall, including ties to existing walls, waterproofing, labor, material, equipment, and incidentals necessary to complete this item of work.

# BID ITEM 90012 - FENCE SAFETY

#### DESCRIPTION

This special provision describes constructing a plastic fence between the construction zone and all sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. Fence shall extend to the ground to be detectable by cane for the blind.

#### **MATERIALS**

Provide notched conventional metal "T" or "U" shaped fence posts. Provide fence fabric meeting the following requirements.

Color:

International orange (UV stabilized)

Roll Height:

4 feet

Mesh opening:

1 inch min to 3-inch max

Resin/construction:

High density polyethylene diamond mesh

Service temperature:

-60° F to 200° F (ASTM D648)

Tensile Yield: Ultimate tensile strength:

Avg. 2000 lb per 4 ft. width (ASTM D638) Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at break (%):

Greater than 100% (ASTM D638)

Chemical resistance:

Inert to most chemicals and acids

#### CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

# METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

#### BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work,

# **BID ITEM 90013 - GRANITE PAVERS**

#### DESCRIPTION

This work shall consist of the furnishing and installing modular pavers over concrete sub-slab and asphalt setting bed as shown on the plans and as herein provided.

#### **MATERIALS**

Pavers shall be 8" x 8" x 2" deep. Dimensional tolerance 1/16". Pavers shall be sawn granite pavers with diamond 100 finish to produce a highly slip resistant surface. Surface finish shall be approved by the city. Provide four different colors (colors in parenthesis are as provided by Cold Spring Granite Co. and are intended to establish color palette), 1) white-light grey, (Iridian) - 2) reddish blend (Carnelian) 3) dark grey (Charcoal Black) 4) grayish green (Mountain Green). Provide equal quantities of each color paver.

Contractor shall provide a sample of pavers in each color for approval of size, dimensional consistency and surface finish to the City for approval. Provide four full size samples of each paver color. Allow a minimum of two weeks to obtain written approval from the City before confirming paver order.

Asphalt setting bed shall comply with Standard Specifications, and as follows: Coarse to fine sand aggregates, 7% Asphalt content, 82 Lbs./sq. yd., 3/4" thick.

Neoprene-Modified asphalt adhesive:

Mastic: (asphalt adhesive: Karnak #230 2%Neo-asphalt, or as approved by Engineer)

Solids (base)

75 + 1%

Lbs./Gal.

8-8.5 lbs.

Solvent

Varsol (over 100 deg. F. flash)

Base: (2% neoprene, 10% fibers, 88% asphalt)

Melting point – ASTM D-36

200 deg. F. Minimum

Penetration - 77 deg. F 100 gram load

5 second (.1 m.m.)

23-27

Ductility - ASTM D-133-44

Concrete sub-slab shall comply with Standard Specification for 7-Inch Concrete Sidewalk.

Joint filler shall be polymeric sand. Contractor shall provide application instructions and sample for approval by Engineer prior to installation. Apply per manufacturer instructions.

## CONSTRUCTION

Place ¾" deep control bars directly over the concrete sub-slab. Adjust to proper grade. Set two bars parallel to each other approximately 11 feet apart to serve as guides for a striking board 12 ft. in length. The depth control bars shall be set carefully to bring the pavers when laid to proper grade.

Place asphalt setting bed between control bars. Pull this bed with the striking board over the bars several times. After each passage, low porous spots shall be showered with fresh asphalt material to produce a smooth, firm and even setting bed. Carefully fill depressions that remain after removing the depth control bars.

The setting bed shall be rolled to a nominal depth of ¾" while still hot. The thickness shall be adjusted so that the pavers will be at the required finished grade.

A coating of 2% neoprene-modified asphalt adhesive shall be applied over the top surface of the asphalt setting bed. Squeegee or trowel over top surface. Trowel serrations shall not exceed 1/16" in height.

Lay pavers in a running bond pattern, the axis of the grid shall be perpendicular to State Street or the dominant street length for non-State Street intersections. Placement of pavers by color shall be **random**. Provide a sample panel of not less than 100 square feet. Obtain city review and approval of the sample panel. The approved sample panel shall serve as a standard for installation, color distribution and workmanship. The sample panel may be part of the finished construction.

Cut and shape pavers with a masonry saw to fit smaller spaces. Cut and shape pavers around other fixed objects. Note that these objects may be round forms of small diameters and other non-rectangular shapes. In all cases, joints shall not exceed 1/8". To obtain smooth even surface, cover pavers with ½" plywood or other sheathing and roll with roller to level paver surface. After final compaction, surface shall be flush with adjacent surfaces, true to grade, and shall not vary by more than ½" when tested with a 10' straight edge in any location. Polymeric sand mixture shall be placed directly into joints until completely filled. All openings over 3/16" shall be filled. Remove excess material and clean surface.

#### METHOD OF MEASUREMENT

Pavers shall be measured by the square foot, installed and accepted in place.

#### BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price square foot, which price shall be payment in full for furnishing, installing pavers including subgrade preparation, concrete sub-slab, asphalt setting bed; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

# BID ITEM 90030 - ADJUST INLET & REPLACE CASTING

#### DESCRIPTION

Work under this item shall include the removal of an existing inlet casting and adjusting rings and other materials down to a stable and sound wall structure. Castings shall be salvaged in accord with the Standard Specifications for Public Works Construction. A new casting R-1878-B7L shall be provided and installed to the grade called out in the plan or as determined in the field. All materials, work, and incidentals required to complete this work are included in this bid item.

#### METHOD OF MEASUREMENT

Adjust Inlet Provide New R-1878-B7L shall be measured by each completed repair/reconstruction.

#### BASIS OF PAYMENT

Adjust Inlet Provide New R-1878-B7L 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 as set forth in the description.

# BID ITEM 90031 - RECONSTRUCT SADDLED INLET WITH INTERNAL OFFSET

#### DESCRIPTION

The alignment of the curb is changing in the area of this/these existing inlets. Work under this item shall include the removal of an existing inlet casting, walls and adjusting rings and other materials down to the top of the cut into the existing HERCP.

The new curb alignment in the area of the inlet shall be staked and the new structure walls shall be reconstructed on an offset (or trapezoidal vertical alignment) to allow the existing casting shall be reinstalled and adjusted to grade at the new location approximately 1.5' offset from its current horizontal location. The new walls shall be reinforced with #4 bars on 8" centers vertically and horizontally wrapped with four (4) #4 bars evenly spaced vertically. All materials, work, and incidentals required to complete this work are included in this bid item.

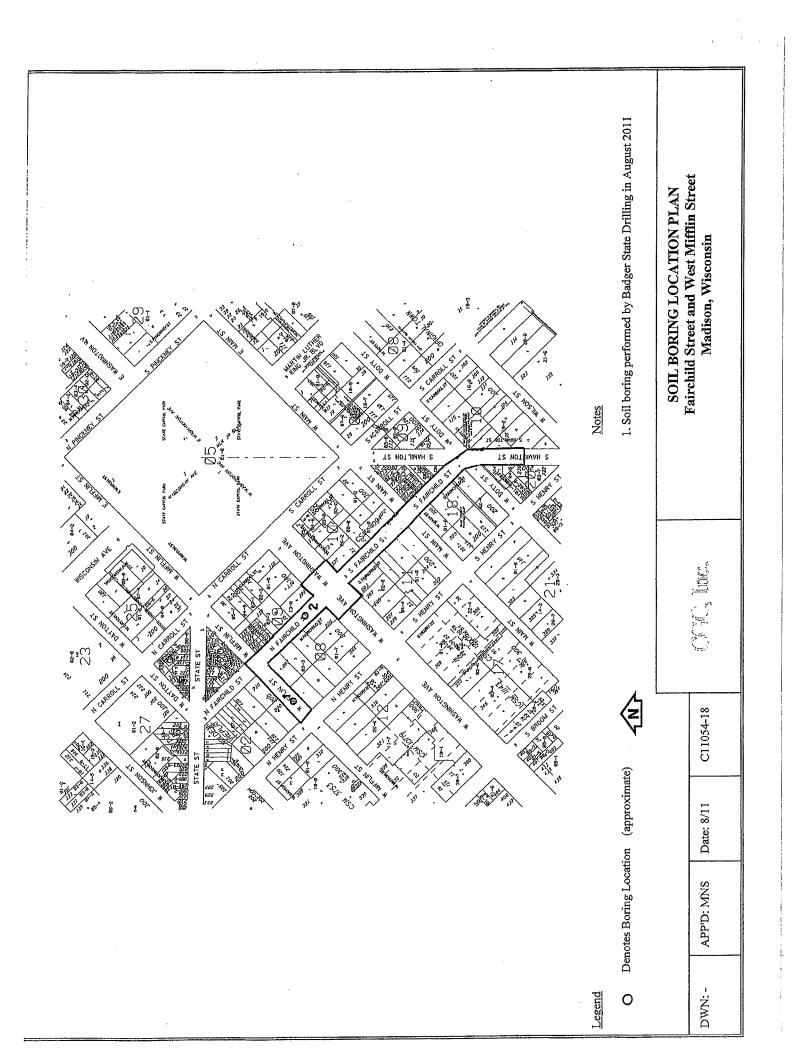
#### METHOD OF MEASUREMENT

Reconstruct Saddled Inlet With Internal Offset shall be measured by each completed repair/reconstruction.

#### BASIS OF PAYMENT

Reconstruct Saddled Inlet With Internal Offset 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 as set forth in the description.

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# LOG OF TEST BORING

Project Fairchild Street and West Mifflin St.

Mifflin: 100'NE of Henry, 14' NW of CL

Location Madison, Wisconsin

Boring No. 1
Surface Elevation (ft) 102.2±
Job No. C11054-18
Sheet 1 of 1

L	2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887												
SAMPLE		VISUAL CLASSIFICATION			SOIL PROPERTIES								
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# LOG OF TEST BORING

Project Fairchild Street and West Mifflin St.
Fairchild: 150'NW of Washington, 6'SW of CL
Location Madison, Wisconsin

Boring No. 2
Surface Elevation (ft) 117.8\*
Job No. C11054-18
Sheet 1 of 1

				292	Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608)	288-7887 —				
SAMPLE			VISUAL CLASSIFICATION		SOIL PROPERTIES					
No.	Red P (in.)	Moist	N	Depth (ft)	and Remarks	qu (qa) (tsf)	W	LL	PL	LI
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# SECTION E: PROPOSAL

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

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 1
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.
	through issued thereto, at the prices for said work as contained in this proposal.
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or
	by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract,
	combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any
	other violation of the anti-trust laws of the State of Wisconsin or of the United States, with
	respect to this bid or contract or otherwise.
4.	Accompanying this Proposal is Bid Bond or Certified Check in the amount of
	Dollars (\$ )or 🔀 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
c.	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 <u>Paymend</u> P <u>Cattell</u> <u>Lyte</u> (name of corporation, partnership, or person submitting bid)
	the City of MAdison; State of 1015; 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.
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Sworn a	nd subscribed to before me this
1	day of January, 20 13
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(Notary	Public or other officer authorized to administer oaths)
	ninission Expires 3-31-14
Bidders	shall not add any conditions or qualifying statements to this Proposal.

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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					
Street Address or P O Box		City		State	Zip Code
Name of Business		<u> </u>		<u> </u>	
Street Address or P O Box	City		State	Zip Code	
Name of Business		L			
Street Address or P O Box		City		State	Zip Code
I hereby state under penalty of perjury that the info according to my knowledge and belief.	rmation, cont	ained in this	document, is	true and	d accurate
Print the Name of Authorized Officer					
Signature of Authorized Officer	Date Signed				,
Name of Corporation, Partnership or Sole Proprietorship					
Street Address or P O Box		City		State	Zlp Code

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

ERD-7777-E (R. 09/2003)

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

# **Best Value Contracting**

1.	The Contractor shall indicate the non-apprenticeable trades used on this contract.
	NONE
	7 4 6 7 4 1 2
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
Numbe Journe W-AT	yworkers of journeyworkers that the Contractor has employed company wide.
US-AT	
SB-AT	
	The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project.
X	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.

		* , * * ,

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

# **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		Number of			
Contract	Apprenticeable Trades	Journeyworkers	W-ATT	US-ATT	SB-ATT
	Bricklayer				
·□	Carpenter				
X	Cement Mason / Concrete Finisher		図		
	Cement Mason (Heavy Highway)				
X	Construction Craft Laborer		図		
	Data Communication Installer				□·.
	Electrician				
	Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service				П
	Glazier				
×	Heavy Equipment Operator / Operating Engineer		义		
	Insulation Worker (Heat & Frost)				
	Iron Worker				
	Iron Worker (Assembler, Metal Bldgs)	-			
	Painter & Decorator				
	Plasterer				
	Plumber				
	Residential Electrician				
	Roofer & Waterproofer				
	Sheet Metal Worker				
. 🗆 📗	Sprinklerfitter				
	Steamfitter				
	Steamfitter (Refrigeration)				
	Steamfitter (Service)				
	Taper & Finisher				
	Telecommunications (Voice, Data & Video) Installer-Technician			. 🗆 📗	
	Tile Setter				

## **PROPOSAL**

NAME OF BIDDER

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2012 CONTRACT NO. 6783

ITEM	TYPE OF WORK	ESTIMATE	O QUANTITES		NIT PRICE BID	TOTAL BID
	ET ACCOUNT NO. CS53-58250-81			<u> </u>	BID	I TOTAL BID
OTIVE	.E1 ACCOUNT NO. C333-38230-81	037 1-00-33	W 1132	Γ		
10701	TRAFFIC CONTROL TRAFFIC CONTROL SIGN- PORTABLE	1.00	LUMP SUM	\$	5,000.00	\$5,000.00
10721	CHANGEABLE MESSAGE	7.00	DAYS	\$	75.00	\$525.00
10911	MOBILIZATION	1.00	LUMP SUM	\$	15,900.00	\$15,900.00
20101	EXCAVATION CUT	862.00	C.Y.	\$	21.00	\$18,102.00
20204	SELECT FILL (UNDISTRIBUTED)	50.00	TON	\$	5.00	\$250.00
20219	BREAKER RUN	300.00	TON	\$	10.00	\$3,000.00
20140	GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	500.00	S.Y.	\$	1.50	\$750.00
20303	SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH	35.00	L.F.	\$	5.00	\$175.00
20321	REMOVE CONCRETE PAVEMENT	980.00	S.Y.	\$	0.10	\$98.00
20322	REMOVE CONCRETE CURB & GUTTER	905.00	L.F.	\$	2.50	\$2,262.50
20323	REMOVE CONCRETE SIDEWALK & DRIVE	2,820.00	S.F.	\$	1.50	\$4,230.00
30201	TYPE 'A' CONCRETE CURB & GUTTER	920.00	L.F.	\$	17.00	\$15,640.00
30301	5" CONCRETE SIDEWALK	7,040.00	S.F.	\$	4.60	\$32,384.00
30302	7" CONCRETE SIDEWALK AND DRIVE	530.00	S.F.	\$	5.00	\$2,650.00
30340	CURB RAMP DETECTABLE WARNING FIELD	48.00	S.F.	\$	25.00	\$1,200.00
30342	4'X8' TREE GRATE (INCLUDING FRAME)	17.00	EACH	\$	2,375.00	\$40,375.00
40101	CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1	380.00	TON	\$	14.00	\$5,320.00
40102	CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2	610.00	TON	\$	14.00	\$8,540.00
40203	HMA PAVEMENT TYPE E-3	920.00	TON	\$	63.00	\$57,960.00
40311	PULVERIZE & SHAPE	2,950.00	S.Y.	\$	0.50	\$1,475.00
60800	PAVEMENT MARKING EPOXY, LINE, 4- INCH	150.00	L.F.	\$	0.50	\$75.00
60801	PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH	60.00	L.F.	\$	1.00	\$60.00
60802	PAVEMENT MARKING EPOXY, LINE, 6-INCH	200.00	L.F.	\$	0.80	\$160.00
60803	PAVEMENT MARKING EPOXY, LINE, 8- INCH	120.00	L.F.	\$	1.10	\$132.00
60812	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH	150.00	L.F.	\$	3.00	\$450.00
60814	PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH	70.00	L.F.	\$	4.00	\$280.00
60816	PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH	420.00	L.F.	\$	5.50	\$2,310.00
60818	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH	120.00	L.F.	\$	6.10	\$732.00
60822	PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW	2.00	EACH	\$	110.00	\$220.00
60823	PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE	1.00	EACH	\$	90.00	\$90.00

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# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2012 CONTRACT NO. 6783

ITEM	TYPE OF WORK	FSTIMATE	D QUANTITES	- 1	JNIT PRICE BID	TOTAL BID
60830	PAVEMENT MARKING EPOXY,	1.00	EACH	\$	200.00	
60834	PAVEMENT MARKING EPOXY, WORD,	1.00	EACH	\$	200.00	\$200.00
90001	C1 CONCRETE SIDEWALK 5-INCH	1,645.00	S.F.	\$		
90002					15.00	\$24,675.00
		1.00	EACH	\$	100.00	\$100.00
90003	BIKE RACK, 3 STALL, SINGLE SIDED	9.00	EACH	\$	400.00	\$3,600.00
90004	BIKE RACK, 4 STALL, SINGLE SIDED	2.00	EACH	\$	500.00	\$1,000.00
90005	BIKE RACK, 7 STALL, DOUBLE SIDED CONCRETE TERRACE SUPPORT	2.00	EACH	\$	600.00	\$1,200.00
90006	SYSTEM SOIL MIXTURE BACKFILL FOR TREE	853.00	C.F.	\$	21.00	\$17,913.00
90007	PLANTING SITES	77.00	C.Y.	\$	55.00	\$4,235.00
90008	1" CLEAR STONE UNDISTRIBUTED SHEET MEMBRANE	6.00	TON	\$	40.00	\$240.00
90009	WATERPROOFING	120.00	S.F.	\$	5.00	\$600.00
90010	UNDISTRIBUTED ABANDON VAULT	120.00	S.F.	\$	7.50	\$900.00
90011	UNDISTRIBUTED VAULT WALL	50.00	S.F.	\$	12.00	\$600.00
90012	FENCE SAFETY	600.00	L.F.	\$	1.00	\$600.00
90013	GRANITE PAVERS	325.00	S.F.	\$	80.00	\$26,000.00
STRE	ET ACCOUNT NO. CS53-58270-810	0571-00-53	W1132			
20217	CLEAR STONE	200.00	TON	\$	10.00	\$2,000.00
20501	ADJUST SEWER ACCESS STRUCTURE	16.00	EACH	\$	300.00	\$4,800.00
20503	ADJUST INLET	5.00	EACH	\$	300.00	\$1,500.00
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1.00	LUMP SUM	\$	1,500.00	\$1,500.00
21002	EROSION CONTROL INSPECTION					
	STREET CONSTRUCTION ENTRANCE	6.00	EACH	\$	350.00	\$2,100.00
21012	BERM	2.00	EACH	\$	275.00	\$550.00
	STREET SWEEPING STREET CONSTRUCTION STONE	1.00	LUMP SUM	\$	1,000.00	\$1,000.00
21015	BERM INLET PROTECTION, TYPE D HYBRID -	2.00	EACH	\$	275.00	\$550.00
21056	PROVIDE & INSTALL INLET PROTECTION, TYPE D HYBRID -	15.00	EACH	\$	140.00	\$2,100.00
21057	MAINTAIN INLET PROTECTION, TYPE D HYBRID -	15.00	EACH	\$	45.00	\$675.00
21058	REMOVE	15.00	EACH	\$	25.00	\$375.00
90030	ADJUST INLET & REPLACE CASTING	1.00	EACH	\$	950.00	\$950.00
90031	RECONSTRUCT SADDLED INLET WITH INTERNAL OFFSET	2.00	EACH	\$	1,750.00	\$3,500.00
WATE	R ACCOUNT NO. EW01-58273-810	445-00-53\	N1132			
	TRAFFIC CONTROL FOR WATER MAIN INSTALLATION	1.00	LUMP SUM	\$	2,285.00	\$2,285.00
	MOBILIZATION FOR WATER MAIN INSTALLATION	1.00	LUMP SUM	\$	7,500.00	\$7,500.00
	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	20.00	L.F.	\$	131.00	\$2,620.00

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2012 CONTRACT NO. 6783

ITEM	TYPE OF WORK	ESTIMATE	QUANTITES		NIT PRICE BID	TOTAL BID
70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	54.00	L.F.	\$	157.00	\$8,478.00
70004	FURNISH AND INSTALL 10 INCH PIPE & FITTINGS	220.00	L.F.	\$	155.00	\$34,100.00
70005	FURNISH AND INSTALL 12 INCH PIPE & FITTINGS	10.00	L.F.	\$	175.00	
70405		2.00	EACH	s		\$1,750.00
70408		304.00			1,510.00	\$3,020.00
70413		16.00	L.F.	\$	0.10	\$30.40
70414			L.F.	\$	10.00	\$160.00
70415		3.00	EACH	\$	1,430.00	\$4,290.00
70418		5.00	EACH	\$	165.00	\$825.00
70428		4.00	EACH	\$	155.00	\$620.00
70429		1.00	EACH	\$	1,271.00	\$1,271.00
70429	FURNISH AND INSTALL 10 INCH	1.00	EACH	\$	1,654.00	\$1,654.00
	VALVE	1.00	EACH	\$	2,267.00	\$2,267.00
50225	ET LIGHTS ACCOUNT NO. CS53-5					
	UTILITY TRENCH PATCH TYPE III FURNISH & INSTALL 3 INCH PVC	25.00	T.F.	\$	50.00	\$1,250.00
60222	(SCHEDULE 80) CONDUIT FURNISH & INSTALL 3 INCH PVC	200.00	L.F.	\$	3.61	\$722.00
60224	(SCHEDULE 40) CONDUIT FURNISH & INSTALL 2 INCH PVC	600.00	L.F.	\$	3.05	\$1,830.00
60232	(SCHEDULE 40) CONDUIT FURNISH & INSTALL 1 1/4 INCH PVC	850.00	L.F.	\$	2.15	\$1,827.50
60234	(SCHEDULE 40) CONDUIT	50.00	L.F.	\$	2.00	\$100.00
60241	GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT	20.00	L,F.	\$	45.00	\$900.00
60401	CONSTRUCT LB-1 BASE	5.00	EACH	\$	650.00	\$3,250.00
60403	CONSTRUCT LB-3 BASE	5.00	EACH	\$	700.00	\$3,500.00
60407	CONSTRUCT LB-8 BASE	1.00	EACH	\$	740.00	\$740.00
60408	CONSTRUCT LB-9 BASE	2.00	EACH	\$	650.00	\$1,300.00
60414	BASE FOR MULTISPACE PARKING METER	2.00	EACH	\$	750.00	\$1,500.00
30421	REMOVE STREET LIGHT BASE	4.00	EACH	\$	150.00	\$600.00
60423	REMOVE TRAFFIC SIGNAL BASE	1.00	EACH	\$	150.00	\$150.00
60427	REMOVE ELECTRICAL HANDHOLE	3.00	EACH	\$	150.00	\$450.00
60261	ELECTRICAL TRENCH	800.00	L.F.	\$	6.00	\$4,800.00
30702	CONSTRUCT ELECTRICAL HANDHOLE TYPE 1	2.00	EACH	\$	365.00	\$730.00
0706	CONSTRUCT ELECTRICAL HANDHOLE TYPE 5	1.00	EACH	\$	550.00	\$550.00
0708	CONSTRUCT CITY FURNISHED HANDHOLE TYPE 7	1.00	EACH	\$	620.00	\$620.00

\$419,698.40

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# Department of Public Works City Engineering Division

608 266 4751

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 608 264 9275 FAX 1 866 704 2315 Textnet Principal Engineers Michael R. Dailey, P.E. Christina M. Bachmann, P.E. John S. Fahrney, P.E. Gregory T. Fries, P.E.

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

Operations Manager Kathleen M. Cryan GIS Manager David A. Davis, R.L.S.

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

# BIENNIAL BID BOND

Raymond P. Cattell, Inc.

(a corporation of the State of Wisconsin

(individual), (partnership), (hereinafter referred to as the "Principal") and
The Ohio Casualty Insurance Company

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

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

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

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

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

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

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

PRINCIPAL		
Raymond P. Cattell, Inc.	AFFIX SEAL	12-20-22V
By: Own Jane Signature and title Surety		DATE
The Ohio Casualty Insurance Compar	ny	December 14, 2011
COMPANY NAME A	FFIX SEAL	DATE
By: <u>Aller Nulles</u> SIGNATURE AND TITLE		·
This certifies that I have been duly licer 2513583 for the fact with authority to execute this bid be	e vear 2011-20	nt for the Surety in Wisconsin under License No. 012, and appointed as attorney in wer of attorney has not been revoked.
December 14, 2011		Eileen Miller
DATE	***************************************	AGENT
		M3, 3113 West Beltline Highway ADDRESS
		Madison, WI 53713
		CITY, STATE AND ZIP CODE
		608-288-2876
	;	TELEPHONE NUMBER

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

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# CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)

February 1, 2012 to February 1, 2014

NAME OF SURETY

The Ohio Casualty Insurance Company

NAME OF CONTRACTOR

Raymond P. Cattell, Inc.

CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

December 14, 2011

DATE

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# Department of Public Works City Engineering Division

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608 266 4751

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 608 264 9275 FAX 1 866 704 2315 Textnet Principal Engineers Michael R. Dailey, P.E. Christina M. Bachmann, P.E. John S, Fahrney, P.E. Gregory T. Fries, P.E.

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

Operations Manager
Kathleen M. Cryan
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

### **BIENNIAL BID BOND**

Raymond P. Cattell, Inc.
(a corporation of the State of Wisconsin )
(individual), (partnership), (hereinafter referred to as the "Principal") and The Ohio Casualty Insurance Company
a corporation of the State of Ohio (hereinafter referred to as the "Surety") and licensed to d business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsi (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators successors and assigns.
The condition of this obligation is that the Principal has submitted to the City certain bids for project from the time period of February 1, 2012 through February 1, 2014
If the Principal is awarded the contract(s) by the City and, within the time and manner required by law

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

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

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

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

	. , .

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

PRINCIPAL	
Raymond P. Cattell, Inc.	12 22-221
COMPANY NAME AFFIX SEAL	DATE
By: SIGNATURE AND TITLE	ear over
SURETY	
The Ohio Casualty Insurance Company	December 14, 2011
COMPANY NAME AFFIX SEAL	DATE :
By: Jules Mulles SIGNATURE AND TITLE Account Manager	
This certifies that I have been duly licensed as an appearance of the year 2513583 for the year 2 fact with authority to execute this bid bond, which	and appointed as attorney in
December 14, 2011	Eileen Miller
DATE	AGENT
	M3 Insurance Solutions, Inc.
	3113 West Beltline Highway
	ADDRESS
·	Madison, WI 53713
	CITY, STATE AND ZIP CODE
	608.288.2876
	TELEPHONE NUMBER

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

## THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

· commencement and

CERTIFIED COPY OF POWER OF ATTORNEY THE OHIO CASUALTY INSURANCE COMPANY WEST AMERICAN INSURANCE COMPANY

day.

n the validity of this Power of Attorney call -3671 between 9:00 am and 4:30 pm EST on any business

confirm 513-867-3

1-51 0

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: Richard F. Kekula, Dale E. VanDam, Kim Schwenn, Linda J. Portz, Bernadette L. McShane, Sue Kittleson, Heidi Hodel, Julie Zimmerman or Eileen Miller of Madison, Wisconsin its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000,00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHERBOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 3rd day of February, 2011.





J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO. COUNTY OF BUTLER

On this 3rd day of February, 2011 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler; duly commissioned and qualified, came J. Timothy D'Errico, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the scals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Chio, the day and year first



Chary & Gregory

Notary Public in and for County of Butler, State of Ohio My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21,

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date. IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 4 day of December 30 11





ssistant Secretary

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# CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)

February 1, 2012 to February 1, 2014

NAME OF SURETY

The Ohio Casualty Insurance Company

NAME OF CONTRACTOR

Raymond P. Cattell, Inc.

CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

December 14, 2011

DATE

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### **SECTION G: AGREEMENT**

THIS AGREEMENT made this day of februard in the year Two Thousand and Thirteen between RAYMOND P. CATTELL, INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>FEBRUARY 5, 2013</u>, 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:

# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>FOUR HUNDRED NINETEEN THOUSAND</u>, <u>SIX HUNDRED NINETY-EIGHT DOLLARS AND FORTY CENTS</u> (\$419,698.40) 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.

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"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.

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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.

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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 original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

### Article II

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

#### Article III

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

#### Article V

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

### Article VI

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

#### Article VII

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

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

### Article VⅢ

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

#### Article IX

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

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# NORTH FAIRCHILD STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2013 CONTRACT NO. 6783

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.

RAYMOND P. CATTELL, INC.

Witness Witness	Company Na    Old   Old     Date   President     Old   Old     Date   Secretary	Date    Date   D
CITY OF MADISON, WISCONSIN  Provisions have been made to pay the that will accrue under this contract.	ne liability Approved as	to form:
Pud bluchule Finance Director	City Attorne	J.P.M.
Signed this 20th day of	The for	1 2-20-13
Witness  Witness	Mayor	Date  Witzel-Bell 2-8-2013  Date

Countersigned:

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## SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we as principal, and The Ohio Casualty Insu	rance Company
Company of New Hampshire as Madison, Wisconsin, in the sum of FOUR HUNDER AND FORTY OF	RED NINETEEN THOUSAND, SIX HUNDERD
NINETY-EIGHT DOLLARS AND FORTY CE States, for the payment of which sum to the City of M executors and administrators firmly by these presents.	ladison, we hereby bind ourselves and our respective
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into be construction of:	
NORTH FAIRCHILD STREET A ASSESSMENT I CONTRACT	DISTRICT-2013
in Madison, Wisconsin, and shall pay all claims f prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harm (under Chapter 102, Wisconsin Statutes) of employee to be void, otherwise of full force, virtue and effect.	from all claims for damages because of negligence less the said City from all claims for compensation
Signed and sealed this 6th day o	of February ,2013
Countersigned:	RAYMOND P. CATTELL, INC.
Men Mus	Company Name (Principal)
Witness Muchin Se.	President Trees ares Seal
Secretary	
Approved as to form:	The Ohio Casualty Insurance Company Surety Seal  Salary Employee Commission
/ CUP. My	By Heidi Hodel Will Hotel
City Attorney	Attorney-in-Fact
This certifies that I have been duly licensed as an a License No. 2380521 for the year 20 authority to execute this payment and performance bords.	13 , and appointed as attorney-in-fact with
February 6, 2013  Date	Agent Signature

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5960685

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

## **POWER OF ATTORNEY** KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of

	the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, EILEEN MILLER; HEIDI HODEL; JULIE ZIMMERMAN; KIM E. SCHWENN; MICHAEL J. MOORE; RICHARD F. KEKULA; TRISHA HILLIER
	all of the city ofMADISON, state ofwilleach individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.
34414110001	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this23rdday of
	Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.  IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.  By:    By:
	This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:  ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject
( - · · · ·	to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
	ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.
	Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
	Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.
	David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, s in full force and effect and has not been revoked.
	N TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this the day of Contour, 203.  By: When the day of Contour, 203.  By: When the day of Contour, 203.  By: When the day of Contour, 203.  David M. Carey, Assistant Secretary

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## MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 7, 2012

The attached "Prevailing Wage Rate Determination: (Pages 1 through 30), issued February 7, 2012, is hereby approved as the Minimum Wage Scale of the City of Madison.

State of Wisconsin Department of Workforce Development Equal Rights Division

## DEPARTMENTAL ORDER

### ISSUE DATE: 1/13/2012

### PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC 66 0903, \$ MADISON CITY DANE GOUNTY WI Determination No. 201200 105

### PROJECT OWNER:

### REQUESTER:

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

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: 1/13/2012

DETERMINATION NU	MBER: 201200105
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotlated On Or Before 12/31/2012. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATSCITY OF MADISON
PROJECT LOCATION	: MADISON CITY, DANE COUNTY, WI
CONTRACTING AGEN	ICY: 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:  over 10 hours per day on prevailing wage projects  over 40 hours per calendar week  Saturday and Sunday  on all of the following holldays: 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.
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, whevenever 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 journeyperson'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 falls to pay the prevalling 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 prevalling 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 falled 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 falled 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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	29.06	15.16	44.22
102	Bollermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; 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.	32.26	16.60	48.86
104	Cabinet Installer	29.06	15.16	44.22
105	Carpenter	29.06	15,16	44.22
106	Carpet Layer or Soft Floor Coverer	29.06	15,16	44.22
107	Cement Finisher	32.03	15.13	47.16
108	Drywall Taper or Finisher	26.10	13.65	39.75
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. 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.	32.55	18,68	51.23
110	Elevator Constructor	43.79	25,48	69,27
111	Fence Erector	25,50	0.26	25.76
112	Fire Sprinkler Fitter	36.39	16.75	53.14
113	Glazier	36,23	11.22	47.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23,62	11.55	35.17
116	Ironworker	30,90	19.11	50.01
117	Lather	29.06	15.16	44.22

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Determi	nation	No.	201	200	105

Detern	nination No. 201200105			Page 4 of 30
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF</u> PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u> </u>	TIME ON COOK THE	\$	\$	\$
118	Line Constructor (Electrical)	35.97	18,08	54.05
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48.86
121	Metal Building Erector	22.00	4.11	26.11
122	Millwright	30.66	15.21	45,87
123 .	Overhead Door Installer	18.00	4.86	22.86
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
127	Pipeline Fuser or Welder (Gas or Utility)	29.54	18.84	48.38
129	Plasterer	29.03	15.16	44.19
130	Plumber	36.20	15.02	51,22
132	Refrigeration Mechanic Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56,56
133	Roofer or Waterproofer	28.06	0.00	28.06
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamflitter Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56,56
137	Teledata Technician or Installer	21.26	6.99	28.25
138	Temperature Control Installer	32.55	18.68	51.23
139	Terrazzo Finisher	18.00	5.35	23,35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	23.77	16,00	39,77
142	Tile Setter Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	29.71	16,00	45.71
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	25.32	15.30	40.62
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Determ	nination No. 201200105			Page 5 of 30
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
147	Siding installer .	16.74	2.58	19.32
150	. Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48,85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15,16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35,86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS	TOTAL \$
201	Single Axle or Two Axle	18.00	6.98	24.98
203	Three or More Axle Future Increase(s); Add \$1.57/hr on 6/1/2012.	18.00	13.83	31,83
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	18.00	13.68	31.68
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.14	13,45	37.59
302	Asbestos Abatement Worker	23.96	12.88	36,84
303	Landscaper	17.00	6.36	23,36
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20,39	12.20	32.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16,51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphait 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 6/3/2012; Add \$1/hr on 6/2/2013.		17.98	50.40
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).	31,89	14.44	46,33
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; Oller; 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 6/3/2012; Add \$1/hr on 6/2/2013.	31,89	17.98	49.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
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.	37.45	19.45	56.90

Premium Increase(s):
Add \$.50/hr for friction crane, lattice boom or crane certification (CCO).

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
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.	26.80	18.52	45.32
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.	27.75	19.15	46.90
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA	ANDSCAPING W	ORK	
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.50/hr at 200 ton: Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Calsson 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, Towe Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versl Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62 r	17.98	51.60
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).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	1 <b>7.</b> 98	49.87
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; Holst (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Siab Machine; Mulcher; 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; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35,59	19.10	54,69
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); Boller (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); Oller; Post Hole Digger or Driver; Prestress Machine; 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 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19,68	54.57
	O   Hills Diville - Event Source & Water (Secondary Equipment)	30.32	17.40	47.72
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	00.02	11110	11112

## SEWER-WATER OR TUNNEL CONSTRUCTION AND A SERVEY OF THE SER

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

	SKILLED TRADES					
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$		
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86		
105	Carpenter Premlum Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksglving Day & Christmas Day.	33,43	19.31	52.74		
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; 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, Thanksglving 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.	30.68	15.68	46,36		
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. 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.	31.54	20.95	52,49		
111	Fence Erector	25.50	0.26	25.76		
116	ironworker 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.	31.31	22.22	53.53		
118	Line Constructor (Electrical)	35.97	18.08	54.05		
125	Pavement Marking Operator	26.00	0,00	26.00		
126	Plledriver	29.56	15.16	44.72		
130	Plumber	36.20	15,02	51.22		
135	Steamfitter	39,90	15.76	55,66		
137	Teledata Technician or installer	21.26	6.99	28.25		

Determ	ination No. 201200105	•	F	Page 10 of 3
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	<u>TOTAL</u>
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	\$
201	Single Axle or Two Axle	23.00	8.64	31.64
203	Three or More Axle	21.17	9.51	30,68
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; 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.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21.17	9.51	30,68
	LABORERS			
2005	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.70/hr. on 06/04/2012; 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.	25.28	13.44	38,72

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
303	Landscaper	17.00	6.36	23,36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	.16.51
314	Rallroad Track Laborer .	14.00	4.77	18.77
	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR	К		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 6/3/2012; Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51,60
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 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17,98	50.40

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	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	\$	\$
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); Manholst; Material or Stack Holst; 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 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17,98	49.87
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; Holst (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 Chair Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30,89	17,16	48.05
325	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 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
526	Boller (Temporary Heat); Forklift; Greaser; Oller.	29.19	17.96	47.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Englneer.	36.20	18.81	55,01
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.	36.20	18.81	55.01

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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.	26,80 .	18,52	45,32
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.	26.80	18.52	45.32

## AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION TO THE PARTY OF THE PAR

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48,58
105	Carpenter	30,23	15.16	45.39
107	Cement Finisher  Future Increase(s):    Add \$1.86 on 6/1/12; 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.	30.68	15.68	46.36
109	Electrician	37.25	14.68	51.93
111	Fence Erector	35.62	0.00	35,62
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	28.00	11.15	39.15
125	Pavement Marking Operator	26.65	14.92	41.57
126	Piledriver	29.56	15,16	44.72
133	Roofer or Waterproofer	28,06	0.00	28,06
137	Teledata Technician or installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	14.07	39,25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86

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154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS	7		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premlum Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22,35	16.19	38,54
203	Three or More Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; 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, Thanksglving Day & Christmas Day.	22.50	16,19	38.69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	24.91	15.63	40.54
205	Pavement Marking Vehicle	23.84	14.76	38.60
206	Shadow or Pilot Vehicle	24,76	15.35	40.11

40,26

15.35

24.91

206

207

Truck Mechanic

	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer  Future Increase(s):    Add \$1.60/hr on 6/1/2012: 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 preptime prior to and/or cleanup after such time period).	27.20	13.45	40,65
302	Asbestos Abatement Worker	23,96	12.88	36.84
303	Future Increase(s): Add \$1.60/hr on 6/1/12; 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, Thanksglving 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).	27.20	13.45	40.65
304	Flagperson or Traffic Control Person  Future Increase(s):    Add \$1.60/hr on 6/1/2012; 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.	23.55	13.45	37,00

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Determ	ination No. 201200105		<u> </u>	2age 17 of 30
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	Ψ 16.51	0,00	16.51
314	Rallroad Track Laborer	14.00	4.77	18.77
	HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CO	NSTRUCTION		
	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
CODE	TRADE OR OCCUPATION	\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 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 6/1/12; 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, Thanksglving 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).	34,22	18.90	53.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 6/1/12; 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, Thanksglving 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).		18.90	52.62

533

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	33,22	18.90	52.12

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifler; 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.

Future Increase(s):
Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premlum 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).

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
534	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 Sawer (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.  Future Increase(s):  Add \$2/hr on 6/1/12; 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, Thanksglving 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).	32.96	18.90	51,86
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boller (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):     Add \$2/hr on 6/1/12; 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 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).	32.67	18.90	51.57
536	Fiber Optic Cable Equipment.	22,00	7.27	29.27
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	200 00 0 1 1
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS .	TOTAL \$
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.	36,20	18.81	55.01
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.	26.80	18.52	45.32
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.	26,80	18.52	45.32

## EOCAL 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					
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$		
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86		
105	Carpenter	29.06	15.16	44.22		
107	Cement Finisher  Future Increase(s): Add \$1.86 on 6/1/12; 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, Thanksglving 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.	30.68	15,68	46.36		
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksglving Day & Christmas Day.	28.74	17,86	46.60		
111	Fence Erector	25.50	0.26	25.76		
116	Ironworker' -	30.90	19.11	50.01		
118	Line Constructor (Electrical)	35.97	18.08	54.05		
124	Painter	25.65	14.11	39.76		
125	Pavement Marking Operator	26.00	0.00	26.00		
126	Plledriver	29.56	15.16	44.72		
133	Roofer or Waterproofer	28.06	0.00	28,06		
137	Teledata Technician or installer	21.26	6.99	28.25		
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75		
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01		
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32		

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s):     DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day:	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	15.00	0.00	15.00
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
206	Shadow or Pilot Vehicle	15.00	0,00	15.00
207	Truck Mechanic	19.50	4.97	24.47
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	26.15	12.29	38.44
303	Landscaper	23.71	15.07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Rallroad Track Laborer	14.00	4.77	18.77

## HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 Doilles; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jlb Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s):     Add \$2/hr on 6/1/12; 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, Thanksglving 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).	34,22	18.90	53.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or	33.72	18.90	52.62

Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 6/1/12; 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 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).

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
5/3	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	33,22	18,90	52.12

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 Óver); Loading Machine (Conveyor); Manhoist; Material or Stack Holst; 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 &

Future Increase(s):
Add \$2/hr on 6/1/12; 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, Thanksglving 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).

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
544	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 Sawer (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.  Future Increase(s):  Add \$2/hr on 6/1/12; 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 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).	33,22	18.90 .	52.12
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; Oller; 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.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36,20	18,81	55,01
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.	36,20	18.81	55.01
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.	26,80	18.52	45.32
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.	26.80	18.52	45.32

## HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
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 Boor Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62 n	17.96	52,58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. o Over; Calsson 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 of Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.		18.90	52.62

Future Increase(s):
Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premlum 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).

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endioader; Concrete Breaker (Large, Auto, Vibratory/Sonlo, 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); Manholst; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.55	51.22
564	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 Sawer (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.	31.52	17.89	49.41
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boller (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):	32.67	18.55	51.22
	Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.			

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## RESIDENTIAL OR AGRICULEURAL CONSTRUCTION AND ADDRESS OF THE STATE OF T

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	\$		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	27.00	2.47	29.47
102	Bollermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason	32,00	3.00	35,00
104	Cabinet Installer	22.00	2.74	24.74
105	Carpenter	27.00	3,46	30.46
106	Carpet Layer or Soft Floor Coverer	23.95	2.78	26.73
107	Cement Finisher	21.33	4,25	25.58
108	Drywall Taper or Finisher	23.80	1.55	25.35
109	Electrician	22.00	9.18	31.18
110	Elevator Constructor	43.79	25,48	69.27
111	Fence Erector	17.64	4,33	21.97
112	Fire Sprinkler Fitter	36,39	16.97	53.36
113	Glazler	36,23	11.22	47.45
114	Heat or Frost Insulator	29.04	19.73	48.77
115	Insulator (Batt or Blown)	18,95	1.70	20,65
116	Ironworker	30.90	19.11	50.01
117	Lather	28,15	15.14	43.29
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason .	32.66	16.20	48.86
121	Metal Building Erector	17.50	2.80	20.30
123	Overhead Door Installer	17.00 ·	0.00	17.00
124	Painter	25.65	6.33	31.98
125	Pavement Marking Operator	26.00	0,00	26.00

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Fringe Benefits	/lus

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
129	Plasterer	19.00	0.29	19.29
130	Plumber	30.00	10.34	40.34
132	Refrigeration Mechanic	30.96	0.00	30.96
133	Roofer or Waterproofer	29.85	1.55	31.40
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.45	4.11	26.56
139	Terrazzo Finisher	18.00	5.35	23,35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	13.36	37.32
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	23.96	12.88	36.84
146	Well Driller or Pump installer	15.10	12.38	27.48
47	Siding Installer	18.80	1.42	20.22
· · · · · · · · · · · · · · · · · · ·	TRUCK DRIVERS			

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	•	
CODE				TOTAL \$	
201	Single Axle or Two Axle	19.86	2.54	22.40	
203	Three or More Axle	19.50	14.27	33,77	
205	Pavement Marking Vehicle	19,25	10.84	30.09	
207	Truck Mechanic	19,00	1.75	20.75	

## LABORERS

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	16.09	7.18	23.27
302	Asbestos Abatement Worker	17.00	2.21	19.21
303	Landscaper	25.00	0.54	25.54

311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
	HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONST			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bltuminous (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, Dragiline, Clamshells; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manholst; 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.		15.37	44.82
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; Oller; 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.	}	14,35	40.80

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