

HUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/22/2013

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

Project: W. Wilson Street Reconstruction Assessment District

Contract No.: 7006
Enactment No.: RES-13-00204
Dollar Amount: 369,117.75

File No.: 29274
Enactment Date: 03/20/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3/22/13	3-22-13
Director of Civil Rights		3/27/13 MDD
Risk Manager	3/22/13	3/28/13 KR3
Finance Director	3-28-13	3-28-13 W
City Attorney	481 3-28-13	3-28-13
Mayor	3-28-13	3-28-13

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

PO# 8153 7006

Original + 2 Copies

03/22/2013 09:29:18 enjls - Please call Johanna or Janet, 266-4751, when
contract has been signed and is ready to continue routing.
03/22/2013 09:29:41 enjls - Design Engineer: Glen Yoerger, 261-9177

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



City of Madison

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

Master

File Number: 29274

File ID: 29274	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 02/26/2013
File Name: Awarding Public Works Contract No. 7006, W. Wilson Street Reconstruction Assessment District.		Final Action: 03/19/2013
Title: Awarding Public Works Contract No. 7006, W. Wilson Street Reconstruction Assessment District.		

Notes: Glen Y.

CC Agenda Date: 03/19/2013

Agenda Number: 51.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 03/20/2013

Attachments: Contract 7006.pdf

Enactment Number: RES-13-00204

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	03/08/2013	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	02/27/2013	Refer	BOARD OF PUBLIC WORKS	03/06/2013	03/06/2013	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 3/6/2013						
	Notes:						
1	BOARD OF PUBLIC WORKS	03/06/2013	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Weier, seconded by Hinke, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						
	Notes:						

1 COMMON COUNCIL 03/19/2013 Adopt

Pass

Action Text: A motion was made by Bidar-Sielauff, seconded by Schmidt, to Adopt. The motion passed by voice vote/other.

Notes:

Text of Legislative File 29274

Fiscal Note

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

Title

Awarding Public Works Contract No. 7006, W. Wilson Street Reconstruction Assessment District.

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. 7006) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7006

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT

SPEEDWAY SAND & GRAVEL, INC.

\$369,117.75

Acct. No. CS53-58250-810355-00-53W1445	\$104,798.25
Contingency 8%±	8,384.00
Plan & Prep 15%±	<u>15,717.75</u>
Sub-Total	\$128,900.00
Acct. No. CS53-58270-810355-00-53W1445	\$21,902.00
Contingency 8%±	1,752.00
Plan & Prep 15%±	<u>3,286.00</u>
Sub-Total	\$26,940.00
Acct. No. ESTM-58270-810381-00-53W1445	\$104,052.00
Contingency 8%±	<u>8,328.00</u>
Sub-Total	\$112,380.00
Acct. No. ESTM-58270-810551-00-53W1445	\$12,200.00
Contingency 8%±	<u>980.00</u>
Sub-Total	\$13,180.00
Acct. No. ES01-58275-810332-00-53W1445	\$78,989.50
Contingency 8%±	<u>6,320.50</u>
Sub-Total	\$85,310.00
Acct. No. CS53-58545-810355-00-53W1445	\$8,547.50
Contingency 8%±	684.00
Plan & Prep 15%±	<u>1,278.50</u>
Sub-Total	\$10,510.00
Acct. No. EW01-58273-810455-00-53W1445	\$38,628.50
Contingency 8%±	<u>3,091.50</u>
Sub-Total	\$41,720.00
GRAND TOTAL	<u>\$418,940.00</u>

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

Tuesday, March 19, 2013

MAY, ANN P
FOND DU LAC WI

Year of Birth: 1949
Status: Active
License Number: 210146
NPN**: 259404
Effective Date: 01-01-1982
Expiration Date: 09-30-2014
License Type: Resident Intermediary Indv
CE Compliance: 09-30-2014

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Accident & Health	Resident	12-15-1994	Active
Life	Resident	01-01-1982	Active
Casualty	Resident	01-01-1982	Active
Property	Resident	01-01-1982	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACE Property and Casualty Insurance Company	AH/Inactive	05-13-1980	04-15-1998	Vol. Surrender per Agent Rqst
	CAS/Inactive	05-13-1980	04-15-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-13-1980	04-15-1998	Vol. Surrender per Agent Rqst
ACUITY, A Mutual Insurance Company	AH/Inactive	12-03-1993	04-17-2002	Canceled
	CAS/Inactive	12-03-1993	06-08-2007	Canceled
	PROP/Inactive	12-03-1993	06-08-2007	Canceled
Addison Insurance Company	CAS/Active	10-04-2012		
	PROP/Active	10-04-2012		
Affirmative Insurance Company	CAS/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
Allied Mutual Insurance Company	AH/Inactive	03-27-1996	10-01-1998	Company Merger
	CAS/Inactive	03-27-1996	10-01-1998	Company Merger
	PROP/Inactive	03-27-1996	10-01-1998	Company Merger
AMCO Insurance Company	AH/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst

	CAS/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst
American Casualty Company of Reading, Pennsylvania	AH/Inactive	12-04-1987	10-18-2005	Inadequate Production
	CAS/Active	05-28-2009		
	CAS/Inactive	09-30-2005	09-30-2005	Inadequate Production
	CAS/Inactive	12-04-1987	07-06-2005	Inadequate Production
	PROP/Active	05-28-2009		
	PROP/Inactive	09-30-2005	09-30-2005	Inadequate Production
	PROP/Inactive	12-04-1987	07-06-2005	Inadequate Production
American Economy Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
American Fire and Casualty Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
American States Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Amwest Surety Insurance Company	CAS/Inactive	11-08-1993	01-29-1997	Vol. Surrender per Agent Rqst
Assurance Company of America	CAS/Inactive	03-31-1994	03-18-2002	Inadequate Production
	PROP/Inactive	03-31-1994	03-18-2002	Inadequate Production
Automobile Insurance Company of Hartford, Connecticut, The	AH/Inactive	12-11-1987	11-09-2007	Canceled
	CAS/Inactive	12-11-1987	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-11-1987	06-18-2007	Vol. Surrender per Agent Rqst
Berkley Regional Insurance Company	CAS/Active	07-11-2005		
	PROP/Active	07-11-2005		
Capitol Indemnity Corporation	AH/Inactive	01-11-1995	06-11-2007	Canceled
	CAS/Active	05-27-2009		
	CAS/Inactive	01-11-1995	06-11-2007	Canceled
	PROP/Active	05-27-2009		
	PROP/Inactive	01-11-1995	06-11-2007	Canceled
Centre Insurance Company	AH/Inactive	09-16-1998	12-25-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-16-1998	12-25-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-16-1998	12-25-2007	Vol. Surrender per Agent Rqst
Charter Oak Fire Insurance Company,	AH/Inactive	07-28-1997	11-09-2007	Canceled
	CAS/Inactive	07-28-1997	06-18-2007	Vol. Surrender per

The				Agent Rqst
	PROP/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
Chubb Indemnity Insurance Company	CAS/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-01-1995	04-15-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-01-1995	04-15-1998	Vol. Surrender per Agent Rqst
Cincinnati Casualty Company, The	AH/Inactive	11-05-1984	02-18-2009	Canceled
	CAS/Inactive	11-05-1984	06-11-2007	Canceled
	PROP/Inactive	11-05-1984	06-11-2007	Canceled
Cincinnati Indemnity Company, The	CAS/Inactive	06-25-1990	06-11-2007	Canceled
	PROP/Inactive	06-25-1990	06-11-2007	Canceled
Cincinnati Insurance Company, The	AH/Inactive	11-08-1984	02-18-2009	Canceled
	CAS/Inactive	11-08-1984	06-11-2007	Canceled
	PROP/Inactive	11-08-1984	06-11-2007	Canceled
Cincinnati Life Insurance Company, The	AH/Inactive	03-08-1989	03-21-2002	Canceled
	LI/Inactive	03-08-1989	03-21-2002	Canceled
Colonial American Casualty and Surety Company	CAS/Active	11-27-2012		
	CAS/Inactive	05-11-2001	11-02-2012	Vol. Surrender per Agent Rqst
	PROP/Active	11-27-2012		
	PROP/Inactive	05-11-2001	11-02-2012	Vol. Surrender per Agent Rqst
Connecticut Indemnity Company, The	AH/Inactive	06-06-1988	02-10-2005	Canceled
	CAS/Inactive	06-06-1988	02-10-2005	Canceled
	PROP/Inactive	06-06-1988	02-10-2005	Canceled
Consolidated Insurance Company	AH/Inactive	04-21-1995	06-03-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	CAS/Inactive	04-21-1995	06-03-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	04-21-1995	06-03-1997	Vol. Surrender per Agent Rqst
Continental Casualty Company	AH/Inactive	07-10-1986	10-18-2005	Inadequate Production
	CAS/Active	05-28-2009		
	CAS/Inactive	07-10-1986	09-30-2005	Inadequate Production
	PROP/Active	05-28-2009		

	PROP/Inactive	07-10-1986	09-30-2005	Inadequate Production
Continental Insurance Company, The	CAS/Active	05-28-2009		
	PROP/Active	05-28-2009		
Dairyland Insurance Company	AH/Inactive	04-24-1979	05-30-2002	Canceled
	CAS/Inactive	04-24-1979	12-12-2002	Canceled
	PROP/Inactive	04-24-1979	12-12-2002	Canceled
Depositors Insurance Company	AH/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst
Executive Risk Indemnity Inc.	CAS/Inactive	11-28-2005	06-12-2007	Canceled
	PROP/Inactive	11-28-2005	06-12-2007	Canceled
Farmington Casualty Company	AH/Inactive	01-05-1988	11-20-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-05-1988	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-05-1988	11-20-2000	Vol. Surrender per Agent Rqst
Federal Insurance Company	AH/Inactive	07-29-1999	09-11-2008	Canceled
	AH/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1999	06-12-2007	Canceled
	CAS/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1999	06-12-2007	Canceled
	PROP/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
Fidelity and Deposit Company of Maryland	CAS/Active	11-27-2012		
	CAS/Inactive	01-01-1982	11-02-2012	Vol. Surrender per Agent Rqst
	PROP/Active	11-27-2012		
	PROP/Inactive	01-01-1982	11-02-2012	Vol. Surrender per Agent Rqst
Fidelity and Guaranty Insurance Company	CAS/Inactive	07-28-1992	08-01-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1992	12-18-2003	Vol. Surrender per Agent Rqst
Fidelity and Guaranty Insurance Underwriters, Inc.	AH/Inactive	07-28-1992	08-01-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-28-1992	08-01-2004	Vol. Surrender per Agent Rqst

	PROP/Inactive	07-28-1992	12-18-2003	Vol. Surrender per Agent Rqst
Fire and Casualty Insurance Company of Connecticut, The	AH/Inactive	06-06-1988	02-10-2005	Canceled
	CAS/Inactive	06-06-1988	02-10-2005	Canceled
	PROP/Inactive	06-06-1988	02-10-2005	Canceled
First National Insurance Company of America	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
General Casualty Company of Wisconsin	AH/Inactive	03-30-1976	06-08-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	03-30-1976	06-08-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-30-1976	06-08-2007	Vol. Surrender per Agent Rqst
General Insurance Company of America	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Great Northern Insurance Company	AH/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	AH/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-28-2005	06-12-2007	Canceled
	CAS/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-28-2005	06-12-2007	Canceled
	PROP/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
Guarantee Company of North America USA, The	CAS/Inactive	07-28-1998	06-11-2007	Vol. Surrender per Agent Rqst
Hartford Steam Boiler Inspection and Insurance Company, The	CAS/Inactive	03-04-2002	06-11-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-04-2002	06-11-2007	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Indiana Insurance Company	AH/Inactive	04-21-1995	05-09-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	CAS/Inactive	04-21-1995	05-09-1997	Vol. Surrender per Agent Rqst

	PROP/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	04-21-1995	05-09-1997	Vol. Surrender per Agent Rqst
Insura Property and Casualty Insurance Company	CAS/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
Insurance Company of North America	AH/Inactive	12-07-1982	04-15-1998	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-07-1982	04-15-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-07-1982	04-15-1998	Vol. Surrender per Agent Rqst
Liberty Mutual Fire Insurance Company	CAS/Active	01-20-2004		
	PROP/Active	01-20-2004		
Liberty Mutual Insurance Company	CAS/Active	01-20-2004		
	PROP/Active	01-20-2004		
LM Insurance Corporation	CAS/Active	01-20-2004		
	PROP/Active	01-20-2004		
Maryland Casualty Company	CAS/Inactive	09-21-1977	03-18-2002	Inadequate Production
	PROP/Inactive	09-21-1977	03-18-2002	Inadequate Production
Merchants Bonding Company (Mutual)	CAS/Active	08-01-2012		
	CAS/Inactive	06-02-2006	06-12-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	05-21-1997	02-25-1999	Vol. Surrender per Agent Rqst
Merchants National Bonding, Inc.	CAS/Active	02-06-2013		
MetLife Insurance Company of Connecticut	CAS/Inactive	07-28-1997	04-21-2003	Inadequate Production
Midwestern Indemnity Company, The	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
National Fire Insurance Company of Hartford	AH/Inactive	07-10-1986	10-18-2005	Inadequate Production
	CAS/Active	05-28-2009		
	CAS/Inactive	09-30-2005	09-30-2005	Inadequate Production
	CAS/Inactive	07-10-1986	07-06-2005	Inadequate Production
	PROP/Active	05-28-2009		
	PROP/Inactive	09-30-2005	09-30-2005	Inadequate Production
	PROP/Inactive	07-10-1986	07-06-2005	Inadequate Production
Nationwide Mutual	AH/Inactive	03-27-1996	04-27-2000	Vol. Surrender per

Insurance Company	CAS/Inactive	03-27-1996	04-27-2000	Agent Rqst Vol. Surrender per Agent Rqst
	PROP/Inactive	03-27-1996	04-27-2000	Vol. Surrender per Agent Rqst
Netherlands Insurance Company, The	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Northern Insurance Company of New York	CAS/Inactive	03-31-1994	03-18-2002	Inadequate Production
	PROP/Inactive	03-31-1994	03-18-2002	Inadequate Production
Ohio Casualty Insurance Company, The	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Ohio Security Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Old Republic Insurance Company	AH/Inactive	12-07-1987	01-29-2004	Inadequate Production
	CAS/Active	11-05-2009		
	CAS/Inactive	12-07-1987	06-08-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-07-1987	06-08-2007	Vol. Surrender per Agent Rqst
Old Republic Surety Company	CAS/Active	11-05-2009		
	CAS/Inactive	06-16-2004	06-08-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-16-2004	06-08-2007	Vol. Surrender per Agent Rqst
Pacific Employers Insurance Company	AH/Inactive	12-07-1982	04-15-1998	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-07-1982	04-15-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-07-1982	04-15-1998	Vol. Surrender per Agent Rqst
Pacific Indemnity Company	AH/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	AH/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-28-2005	06-12-2007	Canceled
	CAS/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-28-2005	06-12-2007	Canceled
	PROP/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst

	PROP/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
Pacific Star Insurance Company	AH/Inactive	12-03-1993	04-18-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-03-1993	04-18-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-03-1993	04-18-2001	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Peerless Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Phoenix Insurance Company, The	AH/Inactive	07-28-1997	11-09-2007	Canceled
	CAS/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
Progressive Northern Insurance Company	AH/Inactive	05-24-1983	04-18-2003	Vol. Surrender per Agent Rqst
	CAS/Inactive	05-24-1983	06-17-2002	Canceled
	PROP/Inactive	05-24-1983	06-17-2002	Canceled
Regent Insurance Company	AH/Inactive	03-30-1976	06-08-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	03-30-1976	06-08-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-30-1976	06-08-2007	Vol. Surrender per Agent Rqst
Reliance National Indemnity Company	AH/Inactive	04-10-1997	02-01-2001	Company Merger
	CAS/Inactive	04-10-1997	02-01-2001	Company Merger
	PROP/Inactive	04-10-1997	02-01-2001	Company Merger
SAFECO Insurance Company of America	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
SAFECO Insurance Company of Illinois	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Security Insurance Company of Hartford	AH/Inactive	06-06-1988	08-03-2007	Canceled
	CAS/Inactive	06-06-1988	09-07-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-06-1988	09-07-2007	Vol. Surrender per Agent Rqst
Selective Insurance Company of America	CAS/Active	09-17-2009		
	PROP/Active	09-17-2009		

Selective Insurance Company of South Carolina	CAS/Active	09-17-2009		
	PROP/Active	09-17-2009		
Selective Insurance Company of the Southeast	CAS/Active	09-17-2009		
	PROP/Active	09-17-2009		
Shelby Insurance Company, The	AH/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
	CAS/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-08-1991	07-03-1998	Vol. Surrender per Agent Rqst
St. Paul Fire and Casualty Insurance Company	AH/Inactive	08-07-1996	08-01-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-07-1996	08-01-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-07-1996	12-18-2003	Vol. Surrender per Agent Rqst
St. Paul Fire and Marine Insurance Company	AH/Inactive	05-20-1983	08-01-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	05-20-1983	08-01-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-20-1983	12-18-2003	Vol. Surrender per Agent Rqst
St. Paul Mercury Insurance Company	AH/Inactive	08-07-1996	08-01-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-07-1996	08-01-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-07-1996	12-18-2003	Vol. Surrender per Agent Rqst
Standard Fire Insurance Company, The	AH/Inactive	12-11-1987	11-09-2007	Canceled
	CAS/Inactive	12-11-1987	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-11-1987	06-18-2007	Vol. Surrender per Agent Rqst
Statewide Insurance Company	AH/Inactive	07-26-1994	01-21-2004	Canceled
	CAS/Inactive	07-26-1994	01-21-2004	Canceled
	PROP/Inactive	07-26-1994	01-21-2004	Canceled
Transcontinental Insurance Company	AH/Inactive	07-10-1986	10-18-2005	Inadequate Production
	CAS/Inactive	07-10-1986	07-06-2005	Inadequate Production
	PROP/Inactive	07-10-1986	07-06-2005	Inadequate Production
Transportation Insurance Company	AH/Inactive	07-10-1986	10-18-2005	Inadequate Production
	CAS/Active	05-28-2009		
	CAS/Inactive	07-10-1986	07-06-2005	Inadequate Production

	PROP/Active	05-28-2009		
	PROP/Inactive	07-10-1986	07-06-2005	Inadequate Production
Travelers Casualty and Surety Company	AH/Inactive	12-11-1987	11-09-2007	Canceled
	CAS/Inactive	12-11-1987	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-11-1987	06-18-2007	Vol. Surrender per Agent Rqst
Travelers Casualty and Surety Company of America	AH/Inactive	10-25-1990	11-09-2007	Canceled
	CAS/Inactive	10-25-1990	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-25-1990	06-18-2007	Vol. Surrender per Agent Rqst
Travelers Casualty Company of Connecticut	CAS/Inactive	12-19-1990	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-19-1990	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company of America	AH/Inactive	12-11-1987	11-22-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-11-1987	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-11-1987	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Commercial Insurance Company	CAS/Inactive	06-14-2001	06-18-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-19-1990	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-14-2001	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-19-1990	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Inactive	11-29-2005	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-29-2005	06-18-2007	Vol. Surrender per Agent Rqst
Travelers Indemnity Company of America, The	AH/Inactive	07-28-1997	11-09-2007	Canceled
	CAS/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
Travelers Indemnity Company of Connecticut, The	AH/Inactive	07-28-1997	11-09-2007	Canceled
	CAS/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst

Travelers Indemnity Company, The	AH/Inactive	07-28-1997	11-09-2007	Canceled
	CAS/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
Travelers Property Casualty Company of America	AH/Inactive	07-28-1997	11-09-2007	Canceled
	CAS/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1997	06-18-2007	Vol. Surrender per Agent Rqst
Travelers Property Casualty Insurance Company	CAS/Inactive	07-22-2005	06-18-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-22-2005	06-18-2007	Vol. Surrender per Agent Rqst
United Fire & Casualty Company	CAS/Active	10-04-2012		
	PROP/Active	10-04-2012		
United Pacific Insurance Company	AH/Inactive	04-10-1997	02-13-2001	Company Merger
	CAS/Inactive	04-10-1997	02-13-2001	Company Merger
	PROP/Inactive	04-10-1997	02-13-2001	Company Merger
United States Fidelity and Guaranty Company	AH/Inactive	07-28-1992	08-01-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-28-1992	08-01-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-28-1992	12-18-2003	Vol. Surrender per Agent Rqst
USF&G Insurance Company of Wisconsin	AH/Inactive	05-24-1995	01-01-2001	Company Merger
	CAS/Inactive	05-24-1995	01-01-2001	Company Merger
	PROP/Inactive	05-24-1995	01-01-2001	Company Merger
Valiant Insurance Company	CAS/Inactive	07-28-1988	03-18-2002	Inadequate Production
	PROP/Inactive	07-28-1988	03-18-2002	Inadequate Production
Valley Forge Insurance Company	AH/Inactive	07-10-1986	10-18-2005	Inadequate Production
	CAS/Active	05-28-2009		
	CAS/Inactive	07-10-1986	07-06-2005	Inadequate Production
	PROP/Active	05-28-2009		
Vigilant Insurance Company	PROP/Inactive	07-10-1986	07-06-2005	Inadequate Production
	AH/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	AH/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-28-2005	06-12-2007	Canceled
	CAS/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-25-1994	02-25-1997	Vol. Surrender per

				Agent Rqst
	PROP/Inactive	11-28-2005	06-12-2007	Canceled
	PROP/Inactive	07-29-1999	06-15-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-25-1994	02-25-1997	Vol. Surrender per Agent Rqst
West American Insurance Company	CAS/Inactive	06-18-2009	10-26-2009	Canceled
	PROP/Inactive	06-18-2009	10-26-2009	Canceled
Western Surety Company	CAS/Inactive	05-19-2000	06-12-2007	Canceled
Wilson Mutual Insurance Company	CAS/Active	01-31-2011		
	PROP/Active	01-31-2011		

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

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

\$369,117.75
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT

CONTRACT NO. 7006

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL

MADISON, WISCONSIN ON MARCH 19, 2013

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

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This Proposal, and Agreement have
been prepared by:

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


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

SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
7006	W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
SBE GOAL	3%

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

PREQUALIFICATIONS

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

PRE-BID MEETING

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

OTHER REQUIREMENTS

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

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

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

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

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

A BEST VALUE CONTRACTING MUNICIPALITY

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

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

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

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

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

SECTION B: INSTRUCTIONS TO BIDDERS

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

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

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

Section 102.1: Pre-Qualification of Bidders

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

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

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

Section 102.4: Proposals

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

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

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

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

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

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

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

Section 102.5: Bid Deposit (Proposal Guaranty)

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

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

- 265 ☐ Retaining Walls, Precast Modular Units
270 ☐ Retaining Walls, Reinforced concrete
275 ☒ Sanitary, Storm Sewer & Water Main Const.
280 ☐ Sewer Lateral Drain Cleaning/Internal TV Insp.
285 ☐ Sewer Lining
290 ☐ Sewer Pipe Bursting
295 ☐ Soil Borings
300 ☐ Soil Nailing
305 ☐ Storm & Sanitary Sewer Laterals & Water Svc.
310 ☒ Street Construction
315 ☐ Street Lighting
318 ☐ Tennis Court Resurfacing
330 ☐ Traffic Control During Construction
320 ☐ Traffic Signals
325 ☐ Traffic Signing & Marking
332 ☐ Tree Pruning/Removal
333 ☐ Tree, Pesticide Treatment of
335 ☐ Trucking
399 ☐ Other _____

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

State of Wisconsin Certifications

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

SECTION C: SBE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification:

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

Small Business Enterprise Compliance Report

SBE Contact Report

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

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

SBE Information:

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

☐ Yes ☐ No

3. Did this SBE submit a bid? ☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT CONTRACT NO. 7006

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 103 – AWARD AND EXECUTION OF THE CONTRACT

The Contractor shall execute signing of this contract completely prior to **MARCH 21, 2013**. No exceptions or extensions to the above date will be permitted.

ARTICLE 104 – SCOPE OF WORK

The project limits for the work to be done are on W Wilson Street from the Wisconsin & Southern RR to the southwest end of W Wilson Street and on Dow Court from W Wilson Street approximately 100 feet to the south. The project is approximately 500 feet in length.

The work under this contract shall include but not be limited to installation of sanitary sewer, water main, storm sewer, street lighting, curb and gutter, drive aprons, base preparation, asphalt pavement, topsoil placement and seeding and sidewalk repair. The project includes the construction of a new cul-de-sac at the southwest end of W Wilson Street.

Storm sewer work consists of installation of storm sewer on W Wilson Street within the project limits and includes a boring beneath the RR to install a storm sewer crossing of the RR tracks.

Sanitary sewer work consists of replacement of sanitary sewer main and laterals from the RR to the southwest end of W Wilson Street. Water main work consists of replacing water main in Dow Ct and extending the watermain at the southwest end of W Wilson Street.

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 City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

The Contractor shall note that there is ongoing work by others associated with a private development project located within the project limits at 640 W Wilson Street. The Contractor shall coordinate work so as to allow access by others to the Development site. The Developer's contact for coordination purposes during the project is Steve Klaven, of J.H. Findorff & Son Inc, at (608) 442-7365. Work by others associated with the private Development will include installation of a sanitary sewer lateral, a private storm sewer connection, a water service lateral and construction of sidewalk, drive aprons and terrace restoration adjacent to 640 W Wilson St.

Madison Gas & Electric (MG&E) will be relocating any power poles that are in conflict with construction of the new cul-de-sac. MG&E will also be performing work to install new underground electrical conduit and services within the project limits. The Contractor shall coordinate work with MG&E as necessary so as to resolve any conflicts. The project contact for MG&E is Mark Bohm: office (608) 252-4730, cell (608) 516-7930.

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved 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.

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

West Wilson Street and Dow Court may be closed to through traffic, at the project limits, for the duration of the project. Local and emergency vehicle access shall be maintained at all times.

South Bedford Street shall remain open to two-way traffic at all times. Storm sewer work is required adjacent to the southbound curb lane of S Bedford Street at West Wilson Street. Signing and barricading in conformance the MUTCD shall be used as necessary to maintain two-way traffic on South Bedford Street at all times. Minimum traffic lane widths are 10 feet to edge of pavement and 12 feet from face of curb.

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

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times.

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

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

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. 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

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 107.12 NEW RAILROAD CROSSING, AND OPERATION ON WISCONSIN DEPARTMENT OF TRANSPORTATION RIGHT- OF WAY

The railroad Right-of-Way corridor is the property of the Wisconsin Department of Transportation (WDOT). The railroad occupying the WDOT Right-of-Way is the Wisconsin and Southern Railroad. The City has prescriptive rights on this property but still needs to comply with permit requirements from the WDOT and the Wisconsin and Southern Railroad.

The company representatives who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Larson of the WDOT at (608) 246-7916 roger.larson@dot.state.wi.us and Ben Meighan of Wisconsin and Southern Railroad at (608) 243-9129 x 201. Notice must be given to Roger Larson and Ben Meighan at least 72 hours prior to working in the WDOT railroad R.O.W. The contractor's employees and equipment must first have authorization of WDOT and Wisconsin and Southern Railroad before entering the Railroad Right of Way. The contractor shall notify both Roger Larson and Ben Meighan that the work has been completed within 10 calendar days of completion of the work (holidays and weekends excepted).

Any time that work is being done within twenty feet (20') of the track, a Wisconsin and Southern Railroad flag person must be present. It shall be the responsibility of the Contractor to compensate the Railroad for the flag person (incidental to the contract).

SECTION 108.2 PERMITS

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **April 1, 2013**. The total time of completion of the contract shall be **FIFTY FOUR (54)** calendar days.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

BID ITEM 20336 - PIPE PLUGS SANITARY

Structures and pipes called out for removal and/or abandonment shall have the existing pipes plugged at the structure or at the pipe ends, as noted in the plans, and shall be paid for under this bid item. This includes plugs necessary to abandon sanitary sewer laterals. All work under this item shall comply with Article 203 of the Standard Specifications.

ARTICLE 401 CRUSHED AGGREGATE BASE COURSE

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

BID ITEM 40381 REMOVE & REPLACE CONCRETE CURB & GUTTER

Deflect the new water main on Dow Ct. away from the curb line so as to preserve as much of the existing curb as possible. Replacement of curb at the connection point and at the hydrant installation site will be compensated as necessary.

ARTICLE 501 SEWER AND SEWER STRUCTURES

501.1 Description

STORM SEWER GENERAL

The storm sewer designer for this project is Corey Stelljes. He may be contacted by phone at (608) 266-9721 or by email at cstelljes@cityofmadison.com.

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

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

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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

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

NOTE: ULO's FOR EXISTING STORM AND SANITARY SEWER LATERALS AT 640 W WILSON ST MUST BE COMPLETED BEFORE ANY OTHER WORK BEGINS ON THE PROJECT.

SANITARY SEWER GENERAL

The Sanitary Sewer designer for this project is Corey Stelljes. He may be contacted at (608) 266-9721 or cstelljes@cityofmadison.com.

Sanitary sewer pipe work shall include installing approximately 379 feet of new 8" PVC and 220 feet of sanitary sewer lateral at locations that are specified on the plan set and in accordance with the Standard Specifications. All necessary fittings for pressure pipe laterals shall be considered incidental to the cost of the lateral.

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

All sanitary sewer laterals on this project were located by television inspection and City records.

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

NOTE: ULO's FOR EXISTING STORM AND SANITARY SEWER LATERALS AT 640 W WILSON ST MUST BE COMPLETED BEFORE ANY OTHER WORK BEGINS ON THE PROJECT.

BID ITEM 50353 - SANITARY SEWER LATERAL

All work associated with this bid item shall comply with Article 503 of the Standard Specifications. Any terrace restoration (topsoil, seed and mulch) required to restore the grassy areas where disturbed for lateral construction, shall be considered incidental to SANITARY SEWER LATERAL.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If the Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal caused by looking for an existing sanitary lateral at the property line will not be compensated to the Contractor. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares and 20' of curb and gutter removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50354 - RECONNECT SANITARY LATERAL

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

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

BID ITEM 50390 SEWER ELECTRONIC MARKERS

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

This project consists of water main improvements on Dow Court and the end of West Wilson Street. Water main will be extended from the 2004 improvements to replace the remaining water main through this project's paving limits.

Once the new systems have passed the required pressure and water quality tests, extend and reconnect the existing water service lateral to the new water 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.

Because hydrostatic testing will be conducted through new and existing water main for this project, the requirements of acceptable tests will be adjusted as follows:

- Minimum test pressure = 100 psi
- Duration = 4 hours

BID ITEM 70419 RELOCATE HYDRANT

After the existing water main on Dow Ct. has been retired, the 2006 Pacer hydrant on said main (H-19, see sheet W-3) shall be removed and reused as the temporary hydrant indicated on sheet W-1 before being salvaged. All work to properly abandon the hydrant at its existing location shall be included as work through this bid item.

BID ITEM 90031 PRIVATE STORM RECONNECT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to connect existing private storm sewers to the new storm sewer main. Specifically, this item includes (at a minimum) the following: up to Fifty (50) feet of six (6) inch, ten (10) inch, or twelve (12) inch schedule 30 PVC pipe or RCP pipe (concrete pipe must be used under the roadway), compression couplings, or concrete collar to connect to the existing private system, and up to four (4) precast bends. The Contractor shall complete the following as part of this item:

- 1) Find the end of the existing system.
- 2) Remove the pipe to a point where it is covered by at least 6 inches of topsoil.
- 3) Connect to the pipe with a bend directing the pipe underground to a depth where a second or third bend can be installed directing the lateral toward the new storm sewer structure/pipe.
- 4) The lateral shall then be connected to the new storm sewer structure.

METHOD OF MEASUREMENT

Private Storm Sewer Lateral Reconnect shall be measured as complete when each completed unit is installed in the field.

BASIS OF PAYMENT

Private Storm Sewer Lateral Reconnect shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90032 PRIVATE STORM RECONNECT-SPECIAL

DESCRIPTION

This item is for the location and reconnection of an existing private storm sewer connection located approx 52 feet downstream from existing storm sewer structure 4953-030. This connection is located near the railroad tracks and is of unknown size and direction.

Work under this item shall include all work, materials, labor and incidentals necessary to connect existing private storm sewers to new storm sewer structure S-1. Specifically, this item includes (at a minimum) the following: up to Fifty (50) feet of six (6) inch, ten (10) inch, twelve (12), fifteen (15"), or eighteen (18) inch schedule 30 PVC pipe or RCP pipe (concrete pipe must be used under the roadway), compression couplings, or concrete collar to connect to the existing private system, and up to four (4) precast bends. The Contractor shall complete the following as part of this item:

- 1) Find and excavate at the point of connection to the existing city storm sewer pipe
- 2) Remove the pipe to a point where it is covered by at least 6 inches of backfill.
- 3) Connect to the pipe with a bend directing the pipe underground to a depth where a second or third bend can be installed directing the lateral toward the new storm sewer structure/pipe.
- 4) Extend the lateral and connect it to the new storm sewer structure S-1.

Files (mpg) of the CCTV inspection of the existing storm sewer that shows the existing private connection are available for review by the Contractor at <ftp://ftp.cityofmadison.com/>, in the folder called "Wilson Storm". To access the ftp site, use Username "cityftp" and password "2upload!".

In order to access the videos online, enter the following on your Microsoft Internet Explorer address bar:

<ftp://ftp.cityofmadison.com>

Click "page"

Select "open FTP side in Windows Explorer"

Enter the following at the prompt:

Username: cityftp

Password: 2upload!

If you are not prompted, go to the File menu and select "login as" and use the username and password above.

After you have accessed the site, find the directory called "Wilson Storm." Copy the video files onto your hard drive, and you may view the videos. If you have problems, the videos will be available on DVD's or CD's upon request.

METHOD OF MEASUREMENT

Private Storm Sewer Lateral Reconnect Special shall be measured as complete when each completed unit is installed in the field.

BASIS OF PAYMENT

Private Storm Sewer Lateral Reconnect Special shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90033 – STORM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project. The Contractor shall take all necessary steps to protect the new and existing storm mains from damage during construction and to accommodate the existing flows during construction.

The 8'x4' and 4'x4' storm sewer boxes on S Bedford Street may contain backwater from Lake Monona during wet periods. Control of all lake backwater during the project shall be covered under this item.

This item includes all storm control necessary for all aspects of the Construction.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. At a minimum, this treatment shall include running the pump water through a geotextile sediment bag, prior to discharge to the storm sewer. This geotextile sediment bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the sediment bag in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project to minimize damage to the treatment structure during installation of the structure and during concrete cure times.

METHOD OF MEASUREMENT

Storm Control shall be measured by the lump sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

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

BID ITEM 90034 – BORE AND JACK 24" C900 STORM SEWER PIPE

DESCRIPTION

Work under this item shall include the installation and material cost to BORE AND JACK 24" C900 STORM SEWER PIPE with casings. Work under this item shall include all work, materials, equipment, and incidentals required to install pipe P-2 on the plan set under the railroad tracks.

The storm sewer shall be installed by boring and jacking at the location and elevations shown on the plan set. Included with this bid item is a suitable sized "casing pipe". The casing pipe must be sized in order for the inner storm sewer pipe to properly fit within the casing pipe. The inner pipe material may require differing casing pipe sizes, which shall be at the discretion of the Contractor. All costs for furnishing and installing the steel casing pipe, casing spacers, access and receiving pits, and all work necessary to jack and bore sections shall be included.

Included in this item is the excavation and backfilling of the receiving pits. Disposal of the excess material shall be by the Contractor off site at a location to be determined by the Contractor. Backfilled material shall meet City of Madison Standard Specifications for road construction. Necessary work and materials to adequately secure the pits with full cover or security fencing shall be incidental to this bid item. Any dewatering necessary for the construction and maintenance of the pits (Dewatering - Type I) shall be considered incidental to this bid item. Any dewatering Type II needed for this item shall be covered under bid item 50201 Dewatering Type II. Also incidental to this bid item shall be the removal and replacement of items required to install the new sewer and casing: culverts or other similar features.

The Contractor is informed that the casing pipe specified shall be the minimum of 38" diameter. The Contractor is responsible to complete installation of a casing pipe under this item and should he/she deem it necessary to utilize a larger diameter casing pipe that shall be the Contractor's option and is included in this item.

MATERIALS

Bore and Jack shall include all materials necessary to install the 24" C900 storm sewer pipe in accord with the requirements above. A casing pipe included with this item shall be in accord with the following:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.5625" (9/16") minimum thickness
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

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

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

Storm sewer pipe P-2 inside the casing pipe shall conform to AWWA C900 DR18 PVC or approved equivalent.

CONSTRUCTION METHODS

Prior to installing pipe in the casing, a set of **four** wood blocks shall be strapped to **both** ends of the pipe **five feet (5')** from **each end**. The blocks shall be set so that the pipe does not touch the casing. Pipe joints

shall be made outside of the casing. Sand or Pea gravel shall be washed or blown into the casing to the spring line of the pipe to provide bedding under the pipe.

Pipe Spacers:

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

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

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

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

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

Take care to ensure that developed thrust pressures do not disturb existing utilities in or around the bore pit area.

Upon completion of the work, the contractor shall restore the railroad property to its pre-construction condition. WDOT and Wisconsin and Southern Railroad have the rights to request additional restoration if it is determined that the restoration efforts are unsatisfactory. The contractor shall notify the WDOT within 10 calendar days of completion of the work within the railroad R.O.W. and allows both the WDOT and Wisconsin and Southern Railroad 30 days to inspect the work area limits.

METHOD OF MEASUREMENT

Bore and Jack shall be measured as a lump sum for successful completion of the 24" sanitary sewer pipe and larger casing pipe as described above.

BASIS OF PAYMENT

Bore and Jack 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, materials, and method of construction.

BID ITEM 90035 - RAIL ROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, Wisconsin and Southern Railroad Company.

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

BID ITEM 90036 – BOX TAP

Box Tap shall include all materials and labor necessary to connect the 24" storm sewer P-1 to the existing box culvert in S Bedford St at S-0 on the plan set in accordance with bid item 50792 Storm Sewer Tap.

The storm sewer depth here is approx 10' and it is anticipated temporary shoring will be needed. This work shall consist of providing and removing (as needed to bring site back to finish grade and as described below) temporary shoring at the approximate locations shown on the drawings and in accordance with the contractor's shoring design.

SHORING DESIGN

The limits of the required temporary shoring are to be determined by the Contractor but shall be sufficient to complete the point repair as shown on the contract drawings. The Contractor shall be responsible for providing a shoring design for each required temporary shoring. The adequacy of each shoring design shall be verified by a professional engineer registered in the State of Wisconsin, experienced in the design of shoring systems, and knowledgeable of the specific site conditions and requirements for this project. One copy of each shoring design (drawings and calculations) shall be signed and sealed by the same professional engineer verifying the design, and shall be submitted to the project engineer for documentation.

Shoring system shall be designed to support lateral earth pressure and groundwater pressure as appropriate for the shoring system installed. The surcharge effects of live load from the active railroad operations be accounted for in the shoring system design.

The lateral deflection at any location in the shoring system and at any time during construction shall not exceed 1/4" as measured at the top of the shoring system. The engineer will monitor deflection by shooting coordinates and elevations of points along the shoring walls and the railroad tracks prior to and at intervals during construction.

The shoring system design shall be sufficient to meet the above deflection criteria until point the repair is complete.

METHOD OF MEASUREMENT

Box tap shall be measured as each tap upon successful completion as described above.

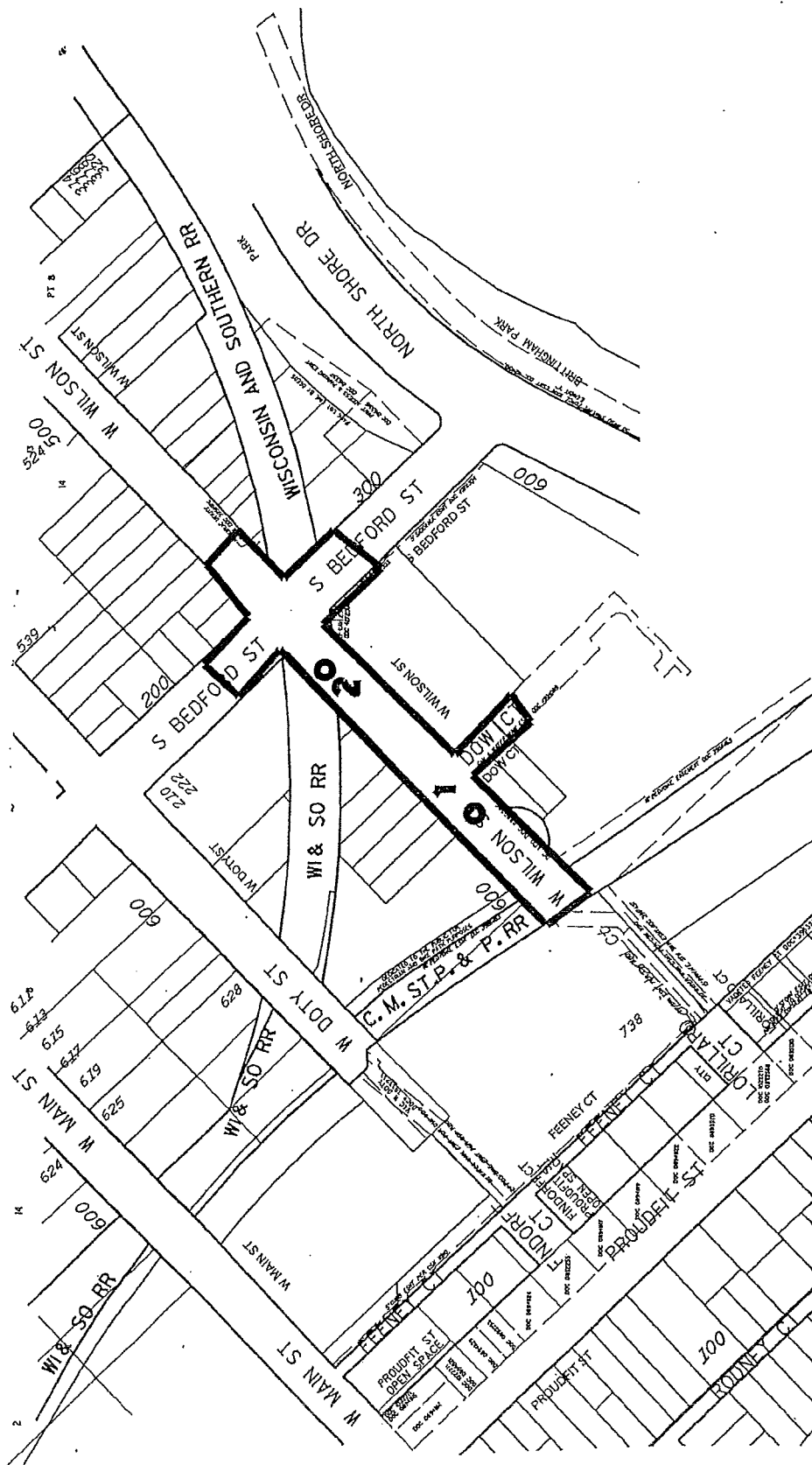
BASIS OF PAYMENT

Box Tap 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, materials, and method of construction.

This item shall be full compensation for providing the design of the shoring system; for furnishing and hauling materials to each location; for installing or constructing the shoring; for maintenance as needed; for

removal of the shoring when required by the design; for backfilling upon completion of the need for the shoring; and for all labor, tools, equipment and incidentals needed to complete the work in accordance with the contract.

Temporary Shoring not required by the plans and installed for the convenience of the contractor's operations shall be considered incidental to work under the contract and will not be measured and paid for under this item.



Legend

Denotes Boring Location (approximate)



Notes

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

SOIL BORING LOCATION PLAN

West Wilson Street
Madison, Wisconsin

COC, Inc.

C12074-9

Date: 9/12

APP'D: MNS

DWN:-



LOG OF TEST BORING

Project W. Wilson Street
Location 80'SW of Dow, 4'SE of Centerline
Madison, Wisconsin

Boring No. 1
Surface Elevation (ft) 98.1*
Job No. C12075-9
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Reg (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/8 in. Base Course					
1	14	M	10		Medium Stiff to Stiff, Brown Lean CLAY (CL)	(1.75)				
2	18	M	11		Sandy near 4 ft	(0.75)				
3	18	M	10			(1.25)				
4	18	M	21		Medium Dense, Brown Silty Fine SAND, Little to Some Gravel, Trace Clay (SM)					
					Medium Dense, Light Brown Sandy SILT (ML)					
5	18	W	15		End Boring at 13 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Wilson and Bedford.					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 13.5' Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

Start 9/17/12 End 9/17/12
Driller Badger Chief AP Rig D-120
Logger KD Editor ESF
Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project W. Wilson Street
Location 100'SW of Dow, 7'SE of Centerline
Madison, Wisconsin

Boring No. 2
Surface Elevation (ft) 96.4*
Job No. C12075-9
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Red (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					6 in. Asphalt Pavement/10 in. Base Course					
1	14	M	20		FILL: Brown Lean Clay, Trace Sand and Gravel	(3.0)				
2	12	M	8			(1.5)				
3	4	M	5			(1.0)				
4	16	W	14		Medium Dense, Light Brown Silty Fine SAND (SM)					
					Occasional Thin (1/4") Seams of Clay					
					Medium Dense, Light Brown Sandy SILT (ML)					
5	14	W	14							
					End Boring at 18 ft Extended 3 ft to attempt sampling groundwater Borehole backfilled with bentonite chips and asphalt patched *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Wilson and Bedford.					

WATER LEVEL OBSERVATIONS

While Drilling 9.5' Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

GENERAL NOTES

Start 9/17/12 End 9/17/12
Driller Badger Chief AP Rig D-120
Logger KD Editor ESF
Drill Method 2 1/4" HSA

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

SECTION E: PROPOSAL

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT CONTRACT NO. 7006

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ 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 CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc.
(name of corporation, partnership, or person submitting bid)
a corporation organized and existing under the laws of the State of Wisconsin a
partnership consisting of _____; an individual trading as _____; of
the City of _____; State of _____; that I have examined and carefully prepared this
Proposal, from the plans and specifications and have checked the same in detail before submitting
this Proposal; that I have fully authority to make such statements and submit this Proposal in (its,
their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this

22nd day of Feb, 2013

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1-19-14

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

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

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

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

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

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

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

Best Value Contracting

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

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

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

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

Legend

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

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

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

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

Apprenticeable Trades

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

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

SPEEDWAY SAND & GRAVEL INC.**NAME OF BIDDER****PROPOSAL****W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT****CONTRACT NO. 7006**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
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STREET ACCOUNT NO. CS53-58250-810355-00-53W1445

10701	TRAFFIC CONTROL	1.00	LS	\$9,325.00	\$9,325.00
10911	MOBILIZATION	1.00	LS	\$10,400.00	\$10,400.00
10801	ROOT CUTTING - CURB & GUTTER	40.00	LF	\$3.00	\$120.00
10802	ROOT CUTTING - SIDEWALK	40.00	LF	\$3.00	\$120.00
20101	EXCAVATION CUT	690.00	CY	\$15.00	\$10,350.00
20130	UNDERDRAIN	320.00	LF	\$11.00	\$3,520.00
20140	GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	300.00	SY	\$1.50	\$450.00
20219	BREAKER RUN	340.00	TON	\$9.00	\$3,060.00
20221	TOPSOIL	675.00	SY	\$2.98	\$2,011.50
20303	SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH	210.00	LF	\$1.60	\$336.00
20322	REMOVE CONCRETE CURB & GUTTER	465.00	LF	\$3.00	\$1,395.00
20323	REMOVE CONCRETE SIDEWALK & DRIVE	2,260.00	SF	\$0.50	\$1,130.00
20701	TERRACE SEEDING	675.00	SY	\$0.91	\$614.25
21061	EROSION MATTING, CLASS I, URBAN TYPE A	675.00	SY	\$1.58	\$1,066.50
30201	TYPE 'A' CONCRETE CURB & GUTTER	580.00	LF	\$13.50	\$7,830.00
30301	5" CONCRETE SIDEWALK	1,350.00	SF	\$3.90	\$5,265.00
30302	7" CONCRETE SIDEWALK AND DRIVE	1,800.00	SF	\$4.00	\$7,200.00
30340	CURB RAMP DETECTABLE WARNING FIELD	32.00	SF	\$30.00	\$960.00

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT

CONTRACT NO. 7006

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
40101	CRUSHED AGGREGATE BASE COURSE, GRADATION 1	350.00	TON	\$14.00	\$4,900.00
40102	CRUSHED AGGREGATE BASE COURSE, GRADATION 2	740.00	TON	\$12.00	\$8,880.00
40202	HMA PAVEMENT TYPE E-1	405.00	TON	\$61.00	\$24,705.00
40211	BITUMINOUS TACK COAT	50.00	GAL	\$2.50	\$125.00
40231	ASPHALT DRIVE & TERRACE	30.00	SY	\$34.50	\$1,035.00

STREET ACCOUNT NO. CS53-58270-810355-00-53W1445

20217	CLEAR STONE	200.00	TON	\$10.00	\$2,000.00
21001	EROSION CONTROL IMPLEMENTATION PLAN	1.00	L.S.	\$500.00	\$500.00
21002	EROSION CONTROL INSPECTION	4.00	EA	\$300.00	\$1,200.00
21012	STREET CONSTRUCTION ENTRANCE BERM	1.00	EA	\$150.00	\$150.00
21013	STREET SWEEPING	1.00	L.S.	\$1,000.00	\$1,000.00
21018	SILT SOCK (8 IN) - PROVIDE, INSTALL & MAINTAIN	25.00	LF	\$5.00	\$125.00
21019	SILT SOCK (8 INCH) - REMOVE & RESTORE	25.00	LF	\$1.00	\$25.00
21051	CLEAN SUMP	1.00	EA	\$300.00	\$300.00
21056	INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL	26.00	EACH	\$50.00	\$1,300.00
21057	INLET PROTECTION, TYPE D HYBRID - MAINTAIN	26.00	EACH	\$20.00	\$520.00
21058	INLET PROTECTION, TYPE D HYBRID - REMOVE	26.00	EACH	\$5.00	\$130.00
50411	12 INCH RCP STORM SEWER PIPE	52.00	LF	\$51.00	\$2,652.00
50741	TYPE H INLET	6.00	EA	\$1,400.00	\$8,400.00
50801	ULO	9.00	EA	\$400.00	\$3,600.00

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT

CONTRACT NO. 7006

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
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STORM ACCOUNT NO. ESTM-58270-810381-00-53W1445

20311	REMOVE SEWER ACCESS STRUCTURE	6.00	EA	\$400.00	\$2,400.00
20501	ADJUST SEWER ACCESS STRUCTURE	1.00	EA	\$350.00	\$350.00
20314	REMOVE PIPE	508.00	LF	\$15.00	\$7,620.00
20336	PIPE PLUG	12.00	EA	\$350.00	\$4,200.00
50211	SELECT BACKFILL FOR STORM	484.00	TF	\$0.50	\$242.00
50412	15 INCH RCP STORM SEWER PIPE	6.00	LF	\$52.00	\$312.00
50413	18 INCH RCP STORM SEWER PIPE	97.00	LF	\$55.00	\$5,335.00
50414	21 INCH RCP STORM SEWER PIPE	44.00	LF	\$57.00	\$2,508.00
50415	24 INCH RCP STORM SEWER PIPE	285.00	LF	\$61.00	\$17,385.00
50723	3'X3' STORM SAS	4.00	EA	\$2,400.00	\$9,600.00
50792	STORM SEWER TAP	1.00	EA	\$500.00	\$500.00
90031	PRIVATE STORM RECONNECT	2.00	EA	\$1,600.00	\$3,200.00
90032	PRIVATE STORM RECONNECT SPECIAL	1.00	EA	\$2,000.00	\$2,000.00
90033	STORM CONTROL	1.00	LS	\$700.00	\$700.00
90034	BORE AND JACK 24" C900 STORM SEWER PIPE	1.00	LS	\$44,500.00	\$44,500.00
90035	RAILROAD INSURANCE	1.00	LS	\$1,500.00	\$1,500.00
90036	BOX TAP	1.00	EA	\$1,700.00	\$1,700.00

STORM SEWER ACCOUNT NO. ESTM-58270-810551-00-53W1445

50722	6'X6' CATCHBASIN	1.00	EA	\$12,200.00	\$12,200.00
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W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT

CONTRACT NO. 7006

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
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SANITARY SEWER ACCOUNT NO. ES01-58275-810332-00-53W1445

20311	REMOVE SEWER ACCESS STRUCTURE	4.00	EA	\$400.00	\$1,600.00
20336	PIPE PLUG SANITARY	14.00	EA	\$100.00	\$1,400.00
50202	TYPE II DEWATERING	1.00	LS	\$100.00	\$100.00
50212	SELECT BACKFILL FOR SANITARY SEWER	599.00	TF	\$0.50	\$299.50
50301	8 INCH PVC SANITARY SEWER PIPE	379.00	L.F.	\$100.00	\$37,900.00
50353	SANITARY SEWER LATERAL	220.00	LF	\$52.00	\$11,440.00
50354	RECONNECT	8.00	EA	\$1,200.00	\$9,600.00
50361	WASTEWATER CONTROL	1.00	LS	\$500.00	\$500.00
50390	SEWER ELECTRONIC MARKERS	16.00	EA	\$25.00	\$400.00
50701	4' DIA. SANITARY SAS	4.00	EA	\$2,600.00	\$10,400.00
50771	INTERNAL CHIMNEY SEAL	3.00	EA	\$450.00	\$1,350.00
50791	SANITARY SEWER TAP	4.00	EA	\$1,000.00	\$4,000.00

STREET LIGHTING ACCOUNT NO. CS53-58545-810355-00-53W1445

60230	FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT	50.00	L.F.	\$3.65	\$182.50
60232	FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT	470.00	L.F.	\$3.00	\$1,410.00
60401	CONSTRUCT LB-1 BASE	4.00	EACH	\$725.00	\$2,900.00
60427	REMOVE ELECTRICAL HANDHOLE	1.00	EACH	\$200.00	\$200.00
60261	ELECTRICAL TRENCH	520.00	L.F.	\$6.50	\$3,380.00
60702	CONSTRUCT ELECTRICAL HANDHOLE TYPE 1	1.00	EACH	\$475.00	\$475.00

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT


CONTRACT NO. 7006

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
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WATER ACCOUNT NO. EW01-58273-810455-00-53W1445

10703	TRAFFIC CONTROL FOR WATER MAIN INSTALLATION	1.00	LUMP SUM	\$625.00	\$625.00
10913	MOBILIZATION FOR WATER MAIN INSTALLATION	1.00	LUMP SUM	\$10,200.00	\$10,200.00
40381	REMOVE & REPLACE CONCRETE CURB & GUTTER	40.00	L.F.	\$30.00	\$1,200.00
70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	20.00	L.F.	\$61.00	\$1,220.00
70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	120.00	L.F.	\$86.00	\$10,320.00
70405	CUT-IN CONNECTION	1.00	EACH	\$1,600.00	\$1,600.00
70407	FURNISH AND INSTALL HYDRANT	1.00	EACH	\$3,500.00	\$3,500.00
70408	SELECT FILL - SAND FOR WATER	140.00	L.F.	\$0.10	\$14.00
70413	FURNISH AND INSTALL STYROFOAM	8.00	L.F.	\$10.00	\$80.00
70414	CUT OFF EXISTING WATER MAIN	2.00	EACH	\$1,200.00	\$2,400.00
70415	ABANDON WATER VALVE BOX	1.00	EACH	\$300.00	\$300.00
70419	RELOCATE HYDRANT	1.00	EACH	\$2,000.00	\$2,000.00
70424	TERRACE RESTORATION FOR WATER MAIN	10.00	L.F.	\$9.95	\$99.50
70428	FURNISH AND INSTALL 6 INCH VALVE	1.00	EACH	\$1,520.00	\$1,520.00
70429	FURNISH AND INSTALL 8 INCH VALVE	1.00	EACH	\$2,050.00	\$2,050.00
70440	EXTEND AND RECONNECT SERVICE LATERAL - 1 INCH	15.00	L.F.	\$100.00	\$1,500.00

GRAND TOTAL

 \$369,117.75

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)	February 1, 2012 thru January 31, 2014
NAME OF SURETY	Fidelity & Deposit Company of Maryland
NAME OF CONTRACTOR	Speedway Sand & Gravel Inc.
CERTIFICATE HOLDER	City of Madison, Wisconsin


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

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

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



Signature of Authorized Contractor Representative



Date



Department of Public Works
City Engineering Division

Larry D. Nelson, 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

608 266 4751

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

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 Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

(a corporation of the State of Wisconsin)

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

Fidelity & Deposit Company of Maryland

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

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

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.

COMPANY NAME

AFFIX SEAL

December 13, 2011

DATE

By: 

SIGNATURE AND TITLE

Pres.

SURETY

Fidelity & Deposit Company of Maryland

COMPANY NAME

AFFIX SEAL

December 13, 2011

DATE

By: 

SIGNATURE AND TITLE

Julie Smith, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2323835 for the year 2012, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 13, 2011

DATE


AGENT

6609 University Avenue

ADDRESS

Middleton, WI 53562

CITY, STATE AND ZIP CODE

608-644-8668

TELEPHONE NUMBER

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Rodd A. THEILER, Julie SMITH, Ann MAY, Sheryl A. LOY, Rana R. HUGHEY and Janice CLOOTEN, all of Middleton, Wisconsin, EACH its true and lawful agent and Attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, 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 Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Rodd A. THEILER, Julie SMITH, Ann MAY, dated August 4, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of August, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 4th day of August, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

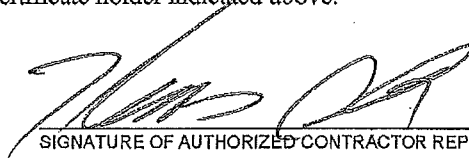
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)
February 1, 2012 - January 31, 2014
NAME OF SURETY
Fidelity & Deposit Company of Maryland
NAME OF CONTRACTOR
Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

Dec 14, 2011

DATE

SECTION G: AGREEMENT

THIS AGREEMENT made this 20 day of March in the year Two Thousand and Thirteen between **SPEEDWAY SAND & GRAVEL, INC.,** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MARCH 19, 2013**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT CONTRACT NO. 7006

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **THREE HUNDRED SIXTY-NINE THOUSAND, ONE HUNDRED SEVENTEEN DOLLARS AND SEVENTY-FIVE CENTS (\$369,117.75)** being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

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

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name

Witness

Date

President

Date

Witness

Date

Secretary

Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director

City Attorney

Signed this 20th day of March

20

Witness

Mayor

Date

Witness

City Clerk

Date

SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND, ONE HUNDRED SEVENTEEN DOLLARS AND SEVENTY-FIVE CENTS (\$369,117.75)**, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**W. WILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT
CONTRACT NO. 7006**

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

Signed and sealed this 20th day of March, 2013

Countersigned:

Witness

Secretary

Approved as to form:

City Attorney

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

President

NA Seal

Fidelity and Deposit Company of Maryland

Surety

Seal

☒ Salary Employee

☐ Commission

By

Attorney-in-Fact

Ann May, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 210146 for the year 2013, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

Agent Signature

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2012.

ATTEST:

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



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

Thomas O. McClellen
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 18th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of March, 2013



Geoffrey Delisio

Geoffrey Delisio, Vice President

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 1/10/2013	
PROJECT:	
ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON MADISON CITY, DANE COUNTY, WI Determination No. 201300080	
PROJECT OWNER:	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	
<p>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.</p> <p>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.</p> <p>Enclosures</p>	
<p>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.</p> <p>ISSUED BY:</p> <p style="text-align: center;">Equal Rights Division Labor Standards Bureau Construction Wage Standards Section PO Box 8928 Madison, WI 53708-8928 (608)266-6861</p> <p style="text-align: center;">Web Site: http://dwd.wisconsin.gov/er/</p>	

PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
509	Backhoe (Track Type) Having a Mfg'r'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, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	34.12	18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Travelling Crane (Bridge Type).	32.42	17.97	50.39
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

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

LABORERS

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

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

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

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

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

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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

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

