ROUTING Urgent Rush	Routing Form	printed on: 06/12/2013			
	_				
Contract between: Payne & Do and Dept. or Division: Engineerin Name/Phone Number:	olan Inc ng Division				
Project: Resurfacing of Femrite Dr. from 300' Est of Meier Rd to CTH AB					
Contract No.: 7114 Enactment No.: RES-13-00435 Dollar Amount: 181,812.80 File No.: 30194 Enactment Date: 06/06/2013					
(Please DATE before routing)					
Signatures Required	Date Received	Date Signed			
City Clerk	6/13/13	1 6/13/13			
Director of Civil Rights	6-12-13	1 6/14/13 MOO.			
Risk Manager	6.14.13	6/18/13 KRB			
Finance Director	6-18-13	6-18-13 82			
City Attorney	6-19-13	le-19-13			
Mayor	6-19-13				
Please return signed Contracts to t Room 103, City-County Building for Original + 0 Copies	filing.	fice			

06/12/2013 11:52:18 enjap - S Sonntag - 6-4751

Dis Rights: OK / M/A / Problem - Hold Prev Wage: AA / Agency / No Contract Value: See Aloue

AA Plan: Addendum # _____

Type: POS / Dwlp / Sbdv / Gov't / Grant PW / Goal / Loan / Agrmt



City of Madison

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

Master

File Number: 30194

File ID: 30194

File Type: Resolution

Status: Passed

Version: 1

Reference:

Controlling Body: BOARD OF

PUBLIC WORKS

Cost:

File Created Date: 05/15/2013

Lead Referral: BOARD OF PUBLIC

WORKS

File Name: Awarding Public Works Contract No. 7114,

Final Action: 06/04/2013

Resurfacing of Femrite Drive from 300 feet East of

Meier Road to CTH AB.

Title: Awarding Public Works Contract No. 7114, Resurfacing of Femrite Drive from 300

feet East of Meier Road to CTH AB.

Notes: Steve S.

CC Agenda Date: 06/04/2013

Agenda Number: 95.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 06/06/2013

Attachments: Contract 7114.pdf

Enactment Number: RES-13-00435

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	05/23/2013	Craig Franklin	Approve

History of Legislative File

Ver-	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Engineering Division

05/15/2013 Refer

BOARD OF

PUBLIC WORKS

05/22/2013

05/22/2013

Action Text:

This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 5/22/2013

Notes:

BOARD OF PUBLIC WORKS

05/22/2013 RECOMMEND TO

COUNCIL TO

ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 -

REPORT OF **OFFICER**

Action Text:

A motion was made by Branson, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion

passed by voice vote/other.

Notes:

COMMON COUNCIL

06/04/2013 Adopt Under

Suspension of Rules

2.04, 2.05, 2.24, and

2.25

Action Text:

A motion was made by Resnick, seconded by Clausius, to Adopt Under Suspension of Rules 2.04,

2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 30194

Fiscal Note

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

Awarding Public Works Contract No. 7114, Resurfacing of Femrite Drive from 300 feet East of Meier Road to CTH AB.

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. 7114) for itemization of bids.

Pass

Pass

CONTRACT NO. 7114 RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB

PAYNE & DOLAN, INC.

\$181,812.80

Acct. No. CS53-58260-810358-00-53W1634 \$181,812.80 Contingency 8%± Plan & Prep 15%± 14,545.00 27,272.20

GRAND TOTAL \$223,630.00

		The second secon

		N. Aldrina Chamman



Return completed earlificate to: City of Madison Engineering Aftn: Junet Pien 210 Martin Luther King, Jr. Blvd., Rm. 115 Modison, WI 53703-3345 608-264-9275 (FAX) 608-266-4620 (PHONE)

This Form Must be Completed in its Entirety

Certificate of Insurance

-To-City of Madison Madison, Wisconsin



This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time. Name of Insured_PAYNE & DOLAN INC. PO BOX 781, WAUKESHA, WI 53187 This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality. Description of operations insured, Policy Period Policies and Insurers Limits **Policy Number** Each Occurrence \$ 1,000,000 Commercial General Liability 3/1/13 - 3/1/14 \$ 2,000,000 VTC2K-CO-7211B454-IND-13 Aggregato (Insurer) TRAVELERS Business Auto Liability Coverage Symbol Combined Single Limit \$ 1,000,000 3/1/13 - 3/1/14 VTC2.I-CAP-3510A222-Tit.-13 (Insurer) TRAVELERS \$ 10,000,000 Umbrella Liability Occurrence/Aggregate Retention \$ 10,000,000 CH13EXC131205IV 3/1/13 - 3/1/14 (Insurer) NAVIGATORS Worker's Compensation \$ 500,000 Employer's Liability VTRJUB-6697B998-13 500,000 3/1/13 - 3/1/14 Statutory (states) (Insurer) TRAVELERS 500,000 Professional/Other Liability Per Claim/Other \$ Aggregate (Insurer) The following coverages or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL)......<u>YES</u> NO The Municipality, its officials, and employees are named on the Commercial General Liability policy(ies) described above as additional insured as respects: (a) activities performed for the Municipality by or on behalf of the insured, Products and completed operations. Ü Contractual Liability Coverage applying to this Contract This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Not withstanding any requirements, terms or conditions of any contractor other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. AON RISK SERVICES CENTRAL INC. AMY THOMSON Name of Contact Person Agency or Brokerage PO BOX 23004, GREEN BAY, WI 54305 920.431.6281 FAX Number Address/City/State/Zip Code Telephone Number TRAVELERS INSURANCE CO. Insurance Company 2/25/13

*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.

Date

Authorized Signature*

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Wisconsin Office of the Commissioner of Insurance Licensed Producer Search*

Tuesday, June 11, 2013

SZALEWSKI, TRUDY A MILWAUKEE WI Year of Birth: 1965

Status: Active

License Number: 2315034

NPN**: 6502661

Effective Date: 12-03-1991 Expiration Date: 02-28-2015

License Type: Resident Intermediary Indv

CE Compliance: 02-28-2015

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	06-08-1992	Active
Casualty	Resident	12-03-1991	Active

Appointments and Terminations

	alification e/Status	Effective Date	Termination Date	Termination Reason
ACE American	CAS/Active	02-26-1992		
Insurance Company	PROP/Active	02-26-1992		
ACE Fire	CAS/Active	02-26-1992		
Underwriters Insurance Company	PROP/Active	02-26-1992		
ACE Property and	CAS/Active	02-26-1992		
Casualty Insurance Company	PROP/Active	02-26-1992		
ACUITY, A Mutual	CAS/Active	01-10-1992		
Insurance Company	PROP/Active	01-10-1992		
AIU Insurance	CAS/Inactive	02-28-1992	12-09-1996	Inadequate Production
Company	PROP/Inactive	02-28-1992	12-09-1996	Inadequate Production
ALLIED Property and	CAS/Active	07-14-2003		
Casualty Insurance Company	PROP/Active	07-14-2003		
Allmerica Financial	CAS/Active	01-01-2008		
Alliance Insurance Company	PROP/Active	01-01-2008		
Allmerica Financial	CAS/Active	09-18-2001		
Benefit Insurance Company	PROP/Active	09-18-2001		
AMCO Insurance	CAS/Active	07-14-2003		

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Company	PROP/Active	07-14-2003		
American and	CAS/Inactive	10-04-2000	02-10-2005	Canceled
Foreign Insurance Company	PROP/Inactive	10-04-2000	02-07-2005	Canceled
American Casualty	CAS/Active	01-09-2012		
Company of Reading, Pennsylvania	CAS/Inactive	02-26-1992	09-20-2011	Vol. Surrender per Agent Rqst
	PROP/Active	01-09-2012		
	PROP/Inactive	02-26-1992	09-20-2011	Vol. Surrender per Agent Rqst
American Contractors Indemnity Company	CAS/Active	10-06-2010		
American Economy	CAS/Inactive	06-10-1999	10-28-2003	Inadequate Production
Insurance Company	PROP/Inactive	06-10-1999	10-28-2003	Inadequate Production
American Guarantee	CAS/Active	01-30-1997		
and Liability Insurance Company	PROP/Active	01-30-1997		
American Home	CAS/Active	05-27-1998		
Assurance Company	CAS/Inactive	02-28-1992	12-09-1996	Inadequate Production
	PROP/Active	05-27-1998		
	PROP/Inactive	02-28-1992	12-09-1996	Inadequate Production
American Insurance	CAS/Active	01-06-2010		
Company, The	CAS/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Active	01-06-2010		
	PROP/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
American	CAS/Inactive	07-01-1992	02-17-2005	Canceled
Manufacturers Mutual Insurance Company	PROP/Inactive	07-01-1992	02-17-2005	Canceled
American Motorists	CAS/Inactive	01-30-1992	02-18-2005	Canceled
Insurance Company	PROP/Inactive	01-30-1992	02-18-2005	Canceled
American Protection	CAS/Inactive	01-30-1992	02-02-2005	Canceled
Insurance Company	PROP/Inactive	01-30-1992	02-02-2005	Canceled
American States	CAS/Active	09-27-2008		
Insurance Company	CAS/Inactive	06-10-1999	10-28-2003	Inadequate Production
	PROP/Active	09-27-2008		
	PROP/Inactive	06-10-1999	10-28-2003	Inadequate Production
American Zurich	CAS/Active	01-30-1997		
Insurance Company	PROP/Active	01-30-1997		
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Amwest Surety Insurance Company	CAS/Inactive	12-13-2000	06-07-2001	Company Defunct or Liquidation
	PROP/Inactive	12-13-2000	06-07-2001	Company Defunct or Liquidation
Arch Insurance	CAS/Active	04-13-2011		
Company	PROP/Active	04-13-2011		
A	•			
Argonaut Insurance Company	CAS/Active	01-13-2012		
Company	PROP/Active	01-13-2012		
Arrowood Indemnity Company	CAS/Inactive	10-04-2000	08-21-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-04-2000	08-21-2006	Vol. Surrender per Agent Rqst
Associated	CAS/Active	01-06-2010		
Indemnity Corporation	CAS/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Active	01-06-2010		
	PROP/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
Assurance Company	CAS/Inactive	07-29-1994	11-09-2012	Canceled
of America	PROP/Inactive	07-29-1994	11-09-2012	Canceled
Automobile	CAS/Inactive	03-04-1992	12-05-2009	Canceled
Insurance Company of Hartford, Connecticut, The	PROP/Inactive	03-04-1992	12-05-2009	Canceled
AXIS Insurance	CAS/Inactive	02-19-1992	01-06-2005	Inadequate Production
Company	PROP/Inactive	02-19-1992	01-06-2005	Inadequate Production
Bankers Standard	CAS/Active	02-28-1995		
Insurance Company	PROP/Active	02-28-1995		
 Berkley Regional	CAS/Active	03-23-2005		
Insurance Company	PROP/Active	03-23-2005		
	•			
Capitol Indemnity Corporation	CAS/Active	02-07-1992		
Corporation	PROP/Active	02-07-1992		
Century Indemnity Company	CAS/Inactive	02-26-1992	06-10-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-26-1992	06-10-1997	Vol. Surrender per Agent Rqst
Charter Oak Fire	CAS/Active	01-10-1992		
Insurance Company, The	PROP/Active	01-10-1992		
Chartis Property	CAS/Active	05-27-1998		
Casualty Company	CAS/Inactive	02-28-1992	12-09-1996	Inadequate Production
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Insurance Company Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst	ī.				
Insurance Company PROP/Active 06-09-1998 Citizens Insurance Company of America CAS/Active PROP/Active 03-26-1998 Colonial American Casualty and Surety Company CAS/Active PROP/Active 11-09-2012 11-09-		·		12-09-1996	Inadequate Production
Company of America PROP/Active 03-26-1998 Colonial American Casualty and Surety Company CAS/Active 11-09-2012 Commerce and Industry Insurance Company CAS/Active 02-28-1992 Connecticut Indemnity Company, The CAS/Inactive 05-10-1999 02-10-2005 Canceled PROP/Inactive 05-10-1999 02-10-2005 Canceled Oracled Cas/Active 05-10-1999 02-10-2005 Canceled Oracled Cas/Active 03-24-2000 Oracled Oracle	1	•			
Casualty and Surety Company PROP/Active Company 11-09-2012 Commerce and Industry Insurance Company CAS/Active PROP/Active 02-28-1992 02-28-1992 Connecticut Indemnity Company, The CAS/Inactive PROP/Inactive 05-10-1999 02-10-2005 02-10-2005 02-10-2005 Canceled Canceled Consolidated Insurance Company Continental Casualty Company CAS/Active 05-10-1999 02-10-2005 02-10	1	•			
Industry Insurance Company	Casualty and Surety	•			
Tindemnity Company, The PROP/Inactive O5-10-1999 O2-10-2005 Canceled	Industry Insurance	·			
Continental Casualty Company	Indemnity Company,	·			
Company PROP/Active 02-26-1992 Continental Insurance Company, The CAS/Inactive 01-24-2000 08-02-2002 Inadequate Production CAS/Inactive 01-24-2000 08-02-2002 Inadequate Production PROP/Active 02-24-2006 PROP/Inactive 01-24-2000 08-02-2002 Inadequate Production PROP/Inactive 01-24-2000 08-02-2002 Inadequate Production PROP/Inactive 05-13-1992 01-15-1998 Inadequate Production Inadequate Production PROP/Inactive 05-13-1992 01-15-1998 Inadequate Production Inadequate Production PROP/Inactive 07-14-2003 Employers Insurance Cas/Inactive 04-02-1998 10-25-2011 Canceled PROP/Inactive 04-02-1998 10-25-2011 Canceled Indemnity Inc. Executive Risk Indemnity Inc. CAS/Active 06-14-2000 PROP/Active 06-14-2000 PROP/Active 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst Fairmont Premier Insurance Company CAS/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst Vol. Surrender per Agent Rqst Vol. Surrender per Agent Rqst Vol. Surrender per Agent Rqst		•			
Insurance Company, The CAS/Inactive 01-24-2000 08-02-2002 Inadequate Production CAS/Inactive 05-13-1992 01-15-1998 Inadequate Production PROP/Active 02-24-2006 PROP/Inactive 01-24-2000 08-02-2002 Inadequate Production PROP/Inactive 01-24-2000 08-02-2002 Inadequate Production Depositors Insurance CAS/Active 05-13-1992 01-15-1998 Inadequate Production PROP/Inactive 05-13-1992 01-15-1998 Inadequate Production Inadequate Production PROP/Inactive 05-13-1992 01-15-1998 Inadequate Production PROP/Inactive 07-14-2003 Inactive Inactive Inactive Inactive Inactive Inactive Inactive Inactive In		· ·			
Depositors Insurance CAS/Active 07-14-2003 Employers Insurance CAS/Inactive 04-02-1998 10-25-2011 Canceled Company of Wausau PROP/Inactive 04-02-1998 10-25-2011 Canceled Executive Risk CAS/Active 06-14-2000 PROP/Active 06-14-2000 Fairmont Insurance Company CAS/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst Fairmont Premier Insurance Company CAS/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst	Insurance Company,	CAS/Inactive CAS/Inactive PROP/Active PROP/Inactive	01-24-2000 05-13-1992 02-24-2006 01-24-2000	01-15-1998 08-02-2002	Inadequate Production Inadequate Production
Company of Wausau PROP/Inactive 04-02-1998 10-25-2011 Canceled Executive Risk CAS/Active 06-14-2000 PROP/Active 06-14-2000 Fairmont Insurance Company CAS/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst Fairmont Premier Insurance Company CAS/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst	-	CAS/Active	07-14-2003	01 13 1330	madequate Froduction
Indemnity Inc. PROP/Active 06-14-2000 Fairmont Insurance Company CAS/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst Fairmont Premier Insurance Company CAS/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst		•			
Company PROP/Inactive 07-11-2000 09-17-2003 Vol. Surrender per Agent Rqst Fairmont Premier Insurance Company CAS/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst		•			
Fairmont Premier CAS/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst Agent Rqst		CAS/Inactive	07-11-2000	09-17-2003	
Insurance Company Agent Rqst PROP/Inactive 10-07-1992 09-17-2003 Vol. Surrender per Agent Rqst		PROP/Inactive	07-11-2000	09-17-2003	•
Agent Rqst	Fairmont Premier Insurance Company	-	10-07-1992	09-17-2003	Agent Rqst
Farmington Casualty CAS/Inactive 03-04-1992 11-20-2000 Vol. Surrender per		PROP/Inactive	10-07-1992	09-17-2003	
	Farmington Casualty	CAS/Inactive	03-04-1992	11-20-2000	Vol. Surrender per

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Company	PROP/Inactive	03-04-1992	11-20-2000	Agent Rqst Vol. Surrender per
				Agent Rqst
Federal Insurance Company	CAS/Active PROP/Active	05-13-1992 05-13-1992		
Fidelity and Casualty Company of New York, The	CAS/Inactive PROP/Inactive	07-31-1995 07-31-1995	12-30-1996 12-30-1996	Inadequate Production Inadequate Production
Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	06-13-1994 06-13-1994		
Fidelity and Guaranty Insurance	CAS/Inactive PROP/Inactive	01-13-1992 01-13-1992	12-05-2009 12-05-2009	Canceled Canceled
Company	·			
Fidelity and	CAS/Inactive	01-13-1992	12-05-2009	Canceled
Guaranty Insurance Underwriters, Inc.	PROP/Inactive	01-13-1992	12-05-2009	Canceled
Fidelity National	CAS/Inactive	01-12-1999	02-21-2000	Inadequate Production
Property and Casualty Insurance Company	PROP/Inactive	01-12-1999	02-21-2000	Inadequate Production
Fire and Casualty	CAS/Inactive	05-10-1999	02-10-2005	Canceled
Insurance Company of Connecticut, The	PROP/Inactive	05-10-1999	02-10-2005	Canceled
Fireman's Fund	CAS/Active	01-06-2010		
Insurance Company	CAS/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Active	01-06-2010		
	PROP/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
Firemen's Insurance	CAS/Inactive	06-01-1994	01-22-1999	Inadequate Production
Company of Newark, New Jersey	PROP/Inactive	06-01-1994	01-22-1999	Inadequate Production
First Liberty	CAS/Inactive	01-22-2009	10-25-2011	Canceled
Insurance Corporation, The	CAS/Inactive	08-29-1994	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-22-2009	10-25-2011	Canceled
	PROP/Inactive	08-29-1994	12-27-2005	Vol. Surrender per Agent Rqst
First National	CAS/Active	09-27-2008		
Insurance Company of America	CAS/Inactive	06-10-1999	10-28-2003	Inadequate Production
OF AFFICA	PROP/Active	09-27-2008		
	PROP/Inactive	06-10-1999	10-28-2003	Inadequate Production

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Foremost Insurance Company Grand	CAS/Active PROP/Active	11-21-2012 11-21-2012		
Rapids, Michigan	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Foremost Property	CAS/Active	11-21-2012		
and Casualty	PROP/Active	11-21-2012		
Insurance Company	,			
Foremost Signature	CAS/Active	11-21-2012		
Insurance Company	PROP/Active	11-21-2012		
Conomal Incumana		00 27 2000		
General Insurance Company of America	CAS/Active	09-27-2008	10 20 2002	Inadaquata Draduation
Company of America	CAS/Inactive	06-10-1999	10-28-2003	Inadequate Production
	PROP/Active	09-27-2008 06-10-1999	10 20 2002	Inadaguata Draduction
	PROP/Inactive	00-10-1999	10-28-2003	Inadequate Production
Glens Falls Insurance	CAS/Inactive	02-21-2001	08-02-2002	Inadequate Production
Company, The	CAS/Inactive	07-31-1995	12-30-1996	Inadequate Production
	PROP/Inactive	02-21-2001	08-02-2002	Inadequate Production
	PROP/Inactive	07-31-1995	12-30-1996	Inadequate Production
Globe Indemnity	CAS/Inactive	10-04-2000	02-07-2005	Canceled
Company	PROP/Inactive	10-04-2000	02-07-2005	Canceled
Great American Alliance Insurance	CAS/Inactive	06-24-1992	10-24-2001	Vol. Surrender per Agent Rqst
Company	PROP/Inactive	06-24-1992	10-24-2001	Vol. Surrender per Agent Rqst
Great American Insurance Company	CAS/Inactive	06-24-1992	10-24-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-24-1992	10-24-2001	Vol. Surrender per Agent Rqst
Great American Insurance Company	CAS/Inactive	06-24-1992	10-24-2001	Vol. Surrender per Agent Rqst
of New York	PROP/Inactive	06-24-1992	10-24-2001	Vol. Surrender per Agent Rqst
Great Northern	CAS/Active	05-13-1992		
Insurance Company	PROP/Active	05-13-1992		
Guarantee Company of North America USA, The	CAS/Active	07-28-1998		
·	0.07	00 00 1555		
Hanover Insurance Company, The	CAS/Active PROP/Active	03-26-1998 03-26-1998		
Hartford Accident	CAS/Inactive	09-01-1998	10-31-2008	Canceled
and Indemnity Company	PROP/Inactive	09-01-1998	10-31-2008	Canceled
Hartford Casualty Insurance Company	CAS/Inactive	02-26-1992	10-04-2009	Canceled
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PROP/Inactive	02-26-1992	10-04-2009	Canceled
CAS/Inactive	02-26-1992	06-01-1996	Company Merger
PROP/Inactive	02-26-1992	06-01-1996	Company Merger
CAS/Inactive	02-26-1992	10-04-2009	Canceled
PROP/Inactive	02-26-1992	10-04-2009	Canceled
CAS/Inactive	02-26-1992	10-31-2008	Canceled
PROP/Inactive	02-26-1992	10-31-2008	Canceled
CAS/Inactive	08-03-1992	10-30-2008	Canceled
PROP/Inactive	08-03-1992	10-22-2008	Canceled
CAS/Inactive	02-26-1992	10-31-2008	Canceled
PROP/Inactive	02-26-1992	10-31-2008	Canceled
CAS/Active	01-15-2003		
CAS/Inactive	03-31-1994	09-13-2001	Vol. Surrender per Agent Rqst
PROP/Active	01-15-2003		
PROP/Inactive	03-31-1994	09-13-2001	Vol. Surrender per Agent Rqst
CAS/Inactive	04-08-1999	05-11-2001	Company Defunct or Liquidation
PROP/Inactive	04-08-1999	05-11-2001	Company Defunct or Liquidation
CAS/Inactive	08-17-1994	02-14-1996	Company Defunct or Liquidation
PROP/Inactive	08-17-1994	02-14-1996	Company Defunct or Liquidation
CAS/Inactive	08-17-1994	02-14-1996	Company Defunct or Liquidation
PROP/Inactive	08-17-1994	02-14-1996	Company Defunct or Liquidation
CAS/Inactive	08-17-1994	02-14-1996	Company Defunct or Liquidation
PROP/Inactive	08-17-1994	02-14-1996	Company Defunct or Liquidation
CAS/Active	10-19-2010		
PROP/Active	10-19-2010		
CAS/Active	05-27-1998		
PROP/Active	05-27-1998		
CAS/Active	02-26-1992		
	CAS/Inactive PROP/Inactive CAS/Inactive PROP/Inactive PROP/Inactive PROP/Inactive PROP/Inactive CAS/Inactive PROP/Inactive PRO	CAS/Inactive PROP/Inactive 02-26-1992 PROP/Inactive 02-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O2-26-1992 O3-31-1992 O3-31-1994 O3-	CAS/Inactive PROP/Inactive PROP/Ina

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Company of North America	PROP/Active	02-26-1992		
Indiana Insurance Company	CAS/Active PROP/Active	03-24-2000 03-24-2000		
Insurance Company of North America	CAS/Inactive	02-26-1992	02-19-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-26-1992	02-19-2008	Vol. Surrender per Agent Rqst
Insurance Company of the State of	CAS/Active CAS/Inactive	05-27-1998 02-28-1992	12-09-1996	Inadequate Production
Pennsylvania, The	PROP/Active PROP/Inactive	05-27-1998 02-28-1992	12-09-1996	Inadequate Production
International Fidelity Insurance Company	CAS/Active	06-20-2001		
Kansas City Fire and Marine Insurance	CAS/Inactive	01-29-2002	11-19-2004	Vol. Surrender per Agent Rqst
Company	CAS/Inactive	07-31-1995	12-30-1996	Inadequate Production
	PROP/Inactive	01-29-2002	11-19-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-31-1995	12-30-1996	Inadequate Production
Liberty Insurance	CAS/Inactive	01-22-2009	10-25-2011	Canceled
Corporation	CAS/Inactive	12-04-2001	12-27-2005	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-22-2009	10-25-2011	Canceled
	PROP/Inactive	12-04-2001	12-27-2005	Vol. Surrender per Agent Rqst
Liberty Mutual Fire	CAS/Inactive	12-04-2001	10-25-2011	Canceled
Insurance Company	PROP/Inactive	12-04-2001	10-25-2011	Canceled
Liberty Mutual	CAS/Inactive	08-29-1994	10-25-2011	Canceled
Insurance Company	PROP/Inactive	08-29-1994	10-25-2011	Canceled
LM Insurance	CAS/Inactive	08-29-1994	10-25-2011	Canceled
Corporation	PROP/Inactive	08-29-1994	10-25-2011	Canceled
Lumbermens Mutual	CAS/Inactive	01-30-1992	02-18-2005	Canceled
Casualty Company	PROP/Inactive	01-30-1992	02-18-2005	Canceled
Maryland Casualty	CAS/Inactive	07-29-1994	11-09-2012	Canceled
Company	PROP/Inactive	07-29-1994	11-09-2012	Canceled
Massachusetts Bay Insurance Company	CAS/Active PROP/Active	03-26-1998 03-26-1998		
Merchants Bonding	CAS/Active	07-06-2007		
Company (Mutual)	CAS/Inactive	11-07-1995	09-09-1999	Vol. Surrender per

1				
				Agent Rqst
Merchants National Bonding, Inc.	CAS/Active	09-21-2012		
National Fire	CAS/Active	01-09-2012		
Insurance Company of Hartford	CAS/Inactive	05-06-1992	09-20-2011	Vol. Surrender per Agent Rqst
	PROP/Active	01-09-2012		
	PROP/Inactive	05-06-1992	09-20-2011	Vol. Surrender per Agent Rqst
National Surety	CAS/Active	01-06-2010		
Corporation	CAS/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Active	01-06-2010		
	PROP/Inactive	02-19-1992	12-17-2009	Vol. Surrender per Agent Rqst
National Union Fire	CAS/Active	05-27-1998		
Insurance Company	CAS/Inactive	02-28-1992	12-09-1996	Inadequate Production
of Pittsburgh, Pa.	PROP/Active	05-27-1998		
1177	PROP/Inactive	02-28-1992	12-09-1996	Inadequate Production
Nationwide Affinity	CAS/Active	04-04-2005		
Insurance Company of America	PROP/Active	04-04-2005		
Nationwide	CAS/Active	11-05-2012		
Agribusiness Insurance Company	PROP/Active	11-05-2012		
Nationwide Mutual	CAS/Active	07-14-2003		
Insurance Company	PROP/Active	07-14-2003		
Navigators Insurance	CAS/Inactive	02-19-2004	04-30-2008	Canceled
Company	PROP/Inactive	02-19-2004	04-30-2008	Canceled
Netherlands	CAS/Active	12-22-1992		
Insurance Company, The	PROP/Active	12-22-1992		
New Hampshire	CAS/Active	05-27-1998		
Insurance Company	PROP/Active	05-27-1998		
NN Insurance Company	CAS/Inactive	09-02-1992	10-09-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-02-1992	10-09-1997	Vol. Surrender per Agent Rqst
North American	CAS/Active	01-31-2006		
Specialty Insurance Company	PROP/Active	01-31-2006		
North River	CAS/Inactive	01-13-1992	12-17-2009	Vol. Surrender per

Insurance Company, The	PROP/Inactive	01-13-1992	12-17-2009	Agent Rqst Vol. Surrender per Agent Rqst
Northern Insurance Company of New York	CAS/Inactive PROP/Inactive	07-29-1994 07-29-1994	11-09-2012 11-09-2012	Canceled Canceled
Northwestern National Casualty	CAS/Inactive	04-14-1999	02-28-2001	Vol. Surrender per Agent Rqst
Company	CAS/Inactive	09-02-1992	10-09-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	04-14-1999	02-28-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-02-1992	10-09-1997	Vol. Surrender per Agent Rqst
Ohio Casualty	CAS/Active	11-26-2007		
Insurance Company,	PROP/Active	11-26-2007		
The	rkor/Active	11-20-2007		
Old Republic	CAS/Active	05-05-1993		
Insurance Company	PROP/Active	05-05-1993		
Old Dopublic Curaty	CAS/Activo	02-12-2004		
Old Republic Surety Company	CAS/Active		05-09-2002	Canceled
Company	CAS/Inactive	05-05-1993	05-09-2002	Canceleu
	PROP/Active	02-12-2004	05 00 2002	Camanind
	PROP/Inactive	05-05-1993	05-09-2002	Canceled
Pacific Employers	CAS/Active	02-26-1992		
Insurance Company	PROP/Active	02-26-1992		
Pacific Indemnity	CAS/Active	05-13-1992		
Company	PROP/Active	05-13-1992		
Doorloss Indomnity	•	06-18-2004		
Peerless Indemnity Insurance Company	CAS/Active PROP/Active	06-18-2004		
	•			
Peerless Insurance	CAS/Active	12-22-1992		
Company	PROP/Active	12-22-1992		
Phoenix Insurance	CAS/Active	01-10-1992		
Company, The	PROP/Active	01-10-1992		
Platte River	CAS/Active	11-22-2005		
Insurance Company	PROP/Active	11-22-2005		
Drograssiva Northarn	CAS/Inactive	02-21-1992	02-21-2000	Vol. Surrender per
Progressive Northern Insurance Company	CAS/ Mactive	02-21-1332	02 21 2000	Agent Rqst
	PROP/Inactive	02-21-1992	02-21-2000	Vol. Surrender per Agent Rqst
Royal Insurance	CAS/Inactive	10-04-2000	02-08-2005	Canceled
Company of America	PROP/Inactive	10-04-2000	02-07-2005	Canceled
Date of the state	, ,		-	

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SAFECO Insurance Company of America	CAS/Active CAS/Inactive PROP/Active	09-27-2008 06-10-1999 09-27-2008	10-28-2003	Inadequate Production
	PROP/Inactive	06-10-1999	10-28-2003	Inadequate Production
SAFECO Insurance Company of Illinois	CAS/Active CAS/Inactive PROP/Active	09-27-2008 06-10-1999 09-27-2008	10-28-2003	Inadequate Production
****	PROP/Inactive	06-10-1999	10-28-2003	Inadequate Production
Safeguard Insurance Company	CAS/Inactive PROP/Inactive	10-04-2000 10-04-2000	02-10-2005 02-10-2005	Canceled Canceled
Seaboard Surety Company	CAS/Inactive PROP/Inactive	04-15-1999 04-15-1999	02-17-2009 02-17-2009	Canceled Canceled
Security Insurance Company of Hartford	CAS/Inactive	05-10-1999	08-21-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-10-1999	08-21-2006	Vol. Surrender per Agent Rqst
St. Paul Fire and	CAS/Inactive	02-26-1992	12-05-2009	Canceled
Casualty Insurance Company	PROP/Inactive	02-26-1992	12-05-2009	Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active PROP/Active	02-26-1992 02-26-1992		
St. Paul Guardian Insurance Company	CAS/Inactive PROP/Inactive	04-15-1999 04-15-1999	12-05-2009 12-05-2009	Canceled Canceled
St. Paul Mercury Insurance Company	CAS/Active PROP/Active	02-26-1992 02-26-1992		
St. Paul Protective Insurance Company	CAS/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
,	PROP/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
Standard Fire	CAS/Inactive	03-04-1992	12-05-2009	Canceled
Insurance Company, The	PROP/Inactive	03-04-1992	12-05-2009	Canceled
Statewide Insurance	CAS/Inactive	03-02-1993	04-25-2003	Canceled
Company	PROP/Inactive	03-02-1993	04-25-2003	Canceled
TIG Insurance Company	CAS/Inactive	02-17-1992	09-17-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-17-1992	09-17-2003	Vol. Surrender per Agent Rqst
TIG Insurance Company of Texas	CAS/Inactive	07-11-2000	09-17-2003	Vol. Surrender per Agent Rqst

		PROP/Inactive	07-11-2000	09-17-2003	Vol. Surrender per Agent Rqst
	TIG Insurance Corporation of	CAS/Inactive	12-30-1993	09-17-2003	Vol. Surrender per Agent Rqst
	America	PROP/Inactive	12-30-1993	09-17-2003	Vol. Surrender per Agent Rqst
	Torus National Insurance Company	CAS/Inactive	07-11-2000	09-17-2003	Vol. Surrender per Agent Rqst
	,	PROP/Inactive	07-11-2000	09-17-2003	Vol. Surrender per Agent Rqst
	Transcontinental Insurance Company	CAS/Inactive PROP/Inactive	02-26-1992 02-26-1992	01-14-2008 01-14-2008	Canceled Canceled
	Transportation Insurance Company	CAS/Active PROP/Active	02-26-1992 02-26-1992		
	Travelers Casualty and Surety Company	CAS/Active PROP/Active	03-04-1992 03-04-1992		
	Travelers Casualty	CAS/Active	03-04-1992		
	and Surety Company of America	PROP/Active	03-04-1992		
	Travelers Casualty Company of	CAS/Inactive	03-04-1992	11-20-2000	Vol. Surrender per Agent Rqst
	Connecticut	PROP/Inactive	03-04-1992	11-20-2000	Vol. Surrender per Agent Rqst
	Travelers Casualty	CAS/Active	12-11-2007		
	Insurance Company of America	CAS/Inactive	03-04-1992	11-22-2000	Vol. Surrender per Agent Rqst
		PROP/Active	12-11-2007		
		PROP/Inactive	03-04-1992	11-22-2000	Vol. Surrender per Agent Rqst
	Travelers	CAS/Inactive	06-14-2001	12-05-2009	Canceled
	Commercial Insurance Company	CAS/Inactive	03-04-1992	11-22-2000	Vol. Surrender per Agent Rqst
		PROP/Inactive	06-14-2001	12-05-2009	Canceled
		PROP/Inactive	03-04-1992	11-22-2000	Vol. Surrender per Agent Rqst
	Travelers Constitution State	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
~*************************************	Insurance Company	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
************	Travelers Home and	CAS/Inactive	11-29-2005	12-05-2009	Canceled
ALTERNATION CONTRACTOR	Marine Insurance Company, The	PROP/Inactive	11-29-2005	12-05-2009	Canceled

Travelers Indemnity Company of America, The	CAS/Active PROP/Active	01-10-1992 01-10-1992		
Travelers Indemnity Company of Connecticut, The	CAS/Active PROP/Active	01-10-1992 01-10-1992		
Travelers Indemnity Company, The	CAS/Active PROP/Active	01-10-1992 01-10-1992		
Travelers Property Casualty Company of America	CAS/Active PROP/Active	08-17-2000 08-17-2000		
Travelers Property Casualty Insurance Company	CAS/Inactive PROP/Inactive	07-22-2005 07-22-2005	12-05-2009 12-05-2009	Canceled Canceled
Trumbull Insurance Company	CAS/Inactive PROP/Inactive	09-01-1998 09-01-1998	10-31-2008 10-31-2008	Canceled Canceled
Twin City Fire Insurance Company	CAS/Inactive PROP/Inactive	02-26-1992 02-26-1992	10-04-2009 10-04-2009	Canceled Canceled
U.S. Specialty Insurance Company	CAS/Active	10-06-2010		
United Fire & Casualty Company	CAS/Inactive PROP/Inactive	04-07-1992 04-07-1992	06-03-1996 06-03-1996	Canceled Canceled
United Pacific Insurance Company	CAS/Inactive PROP/Inactive	06-13-1994 06-13-1994	02-13-2001 02-13-2001	Company Merger Company Merger
United States Fidelity and Guaranty Company	CAS/Inactive PROP/Inactive	01-13-1992 01-13-1992	12-05-2009 12-05-2009	Canceled Canceled
United States Fire Insurance Company	CAS/Inactive PROP/Inactive	01-13-1992 01-13-1992	03-08-2004 03-08-2004	Canceled Canceled
United Wisconsin Insurance Company	CAS/Inactive PROP/Inactive	07-27-1994 07-27-1994	09-07-2010 06-27-2006	Canceled Canceled
Universal Surety Company	CAS/Active	05-23-2001		
USF&G Insurance Company of Wisconsin	CAS/Inactive PROP/Inactive	05-23-1995 05-23-1995	01-01-2001 01-01-2001	Company Merger Company Merger
Utica Mutual Insurance Company	CAS/Inactive	07-20-1992	11-10-1998	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-20-1992	11-10-1998	Vol. Surrender per Agent Rqst
Valiant Insurance	CAS/Inactive	07-29-1994	12-05-2007	Canceled

Company	PROP/Inactive	07-29-1994	12-05-2007	Canceled
Valley Forge	CAS/Active	02-26-1992		
Insurance Company	PROP/Active	02-26-1992		
Vigilant Insurance	CAS/Active	05-13-1992		
Company	PROP/Active	05-13-1992		
Washington International	CAS/Active	09-07-2001	06 20 4006	V 1 0
Insurance Company	CAS/Inactive	09-27-1994	06-28-1996	Vol. Surrender per Agent Rqst
	PROP/Active	09-07-2001		
Wausau Business	CAS/Inactive	04-02-1998	10-25-2011	Canceled
Insurance Company	PROP/Inactive	04-02-1998	10-25-2011	Canceled
Wausau General Insurance Company	CAS/Inactive	04-02-1998	10-25-2011	Canceled
	PROP/Inactive	04-02-1998	10-25-2011	Canceled
Wausau Underwriters Insurance Company	CAS/Inactive PROP/Inactive	04-02-1998 04-02-1998	10-25-2011 10-25-2011	Canceled Canceled
 West American	CAS/Active	11-26-2007	10 23 2011	Carrected
Insurance Company	PROP/Active	11-26-2007		
West Bend Mutual	CAS/Active	03-23-2010		
Insurance Company	PROP/Active	03-23-2010		
Westchester Fire	CAS/Inactive	08-11-2009	01-04-2011	Canceled
Insurance Company	PROP/Inactive	08-11-2009	01-04-2011	Canceled
Westchester Fire Insurance Company	CAS/Active	11-18-2010		
	PROP/Active	11-18-2010		Control of the Contro
Western Surety Company	CAS/Active CAS/Inactive	05-27-2008 07-21-2003	05-21-2008	Canceled
deg.,	CAS/Inactive	02-27-1995	09-18-2001	Vol. Surrender per
				Agent Rqst
Zurich American Insurance Company	CAS/Active	01-30-1997	*	
	PROP/Active	01-30-1997		
Zurich American Insurance Company	CAS/Active	01-30-1997		
of Illinois	PROP/Active	01-30-1997		

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

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

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BID OF______PAYNE & DOLAN, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB

CONTRACT NO. 7114

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON JUNE 4, 2013

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

https://bidexpress.com/login

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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

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SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB
CONTRACT NO.:	7114
SBE GOAL	13%
BID BOND ·	5%
PRE BID MEETING (1:00 P.M.)	MAY 3, 2013
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	MAY 3, 2013
BID SUBMISSION (1:00 P.M.)	MAY 10, 2013
BID OPEN (1:30 P.M.)	MAY 10, 2013
PUBLISHED IN WSJ	4/26/13 & 5/3/13

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

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

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

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

Plans and Specifications are also available at 1600 Emil St., Madison, WI, 53713; (608) 267-1197.

STANDARD SPECIFICATIONS

The City of Madison's 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, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)I. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

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

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

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

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

PREVAILING WAGE RATES

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

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

<u>Buil</u> 101 120	ding Demolition ☐ Asbestos Removal ☐ House Mover	110 Building Demolition	
201 205 210 215 220 221 225 230 241 242 245 250 251 255 260 265 270	eet, Utility and Site Construction Asphalt Paving Blasting Boring/Pipe Jacking Concrete Paving Con. Sidewalk/Curb & Gutter/Misc. Flat Work Concrete Bases and Other Concrete Work Dredging Fencing Fiber Optic Cable/Conduit Installation Grading and Earthwork Horizontal Saw Cutting of Sidewalk Infrared Seamless Patching Landscaping, Maintenance Landscaping, Site and Street Parking Ramp Maintenance Pavement Sealcoating and Crack Sealing Petroleum Above/Below Ground Storank Tank Removal/Install Retaining Walls, Precast Modular Units Retaining Walls, Reinforced Concrete Sanitary, Storm Sewer and Water Main Construction	280 Sewer Lateral Drain Cleaning/Internal TV In 285 Sewer Lining 290 Sewer Pipe Bursting 295 Soil Borings 300 Soil Nailing 305 Storm & Sanitary Sewer Laterals & Water Soil Storm & Sanitary Sewer Laterals & Water Soil Street Construction 315 Street Lighting 318 Tennis Court Resurfacing 320 Traffic Signals 325 Traffic Signing & Marking 332 Tree pruning/removal 333 Tree, pesticide treatment of 335 Trucking 340 Utility Transmission Lines including Natural Gas, Electrical & Communications 399 Other	Svc,
	ge Construction ☐ Bridge Construction and/or Repair		
401 402 403 404 405 410 412 413 415 420 425 428 429 430	ding Construction Floor Covering (including carpet, ceramic tile installation, rubber, VCT Building Automation Systems Concrete Doors and Windows Electrical - Power, Lightling & Communications Elevator - Lifts Fire Suppression Furnishings - Furniture and Window Treatments General Building Construction, Equal or Less than \$250,000 General Building Construction, Over \$1,500,000 General Building Construction, Over \$1,500,000 Hazardous Material Removal Heating, Ventilating and Air Conditioning (HVAC) Insulation - Thermal	435	:
State 1 2 3 4 5	e of Wisconsin Certifications Class 5 Blaster - Blasting Operations and Activities 2500 feet at road cuts. Class 6 Blaster - Blasting Operations and Activities 2500 feet at excavations, basements, underwater demolition, underground of Class 7 Blaster - Blasting Operations and Activities for structure the objects or purposes listed as "Class 5 Blaster or Class 6 Blatter Petroleum Above/Below Ground Storage Tank Removal and Interval (Contractor to be certified for asborof Health Services, Asbestos and Lead Section (A&LS).) See the Www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of the All Services of Wisconsin Performance of the Contractor of Wisconsin Performance of	and closer to inhabited buildings for trenches, site excavations, or structures 15 feet or less in height. It is greater than 15 in height, bridges, towers, and any on ister. It is a copies of State Certifications.	of
6 7	☐ Certification number as a Certified Arborist or Certified Tree Wo Arboriculture ☐ Pesticide application (Certification for Commercial Applicator For	or Hire with the certification in the category of turf and	
8 9	landscape (3.0) and possess a current license issued by the DA Other Other	ior)	_

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SECTION B: PROPOSAL

Please refer to the Bid Express Website at https://bidexpress.com look up contract number and go to Section B: Proposal Page (If bidding electronically)

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

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

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SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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 online the Targeted **Business** Certification Application access Submittal of the Targeted Business www.cityofmadison.com/dcr/aaTBDir.cfm. 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 <u>bidder</u> with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

shall be deemed non-responsible and the bidder ineligible for award of this contract.

- 2.4.2.1 If the Bidder <u>meets or exceeds</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.1.1 **Cover Page**, Page C-7; and
 - 2.4.2.1.2 Summary Sheet, C-8.
- 2.4.2.2 If the bidder 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not utilized.</u>)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

:
:

Small Business Enterprise Compliance Report

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

Cover Sheet

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

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Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
	,	%
		%
•		. %
		%
		%
		%
		%
·		%
		%
		%
Subtotal SBE who are NOT suppliers:		%
Subtotal OBL will all No 1 Supplies		
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%_
		%
		%
		%
		. %_
_		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	%.	

	1	

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE	<u>Information</u>
Com	pahy:
Addr	ess:
Tele	phone Number:
	act 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
1.	Is the General Contractor pre-qualified to self-perform this category of work?
	П Yes П No

5.	If you	I responded "Yes" to Question 3, please check the items below which apply and provide the ested 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 fo 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.	Desci	ribe any other good faith efforts:
		-

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					-
					THE OPPOSITE A CALLA ALLE AND A

SECTION D: SPECIAL PROVISIONS

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB . CONTRACT NO. 7114

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
\boxtimes	Local Street and Miscellaneous Paving Operations
П	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. Records shall include employee demographics or contractor can submit a one-time report of all employee demographics that can be matched up with weekly payrolls. Reports shall only include last four social security digits. 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 re-let the balance of the work for bids, and in that event, to charge the Contractor for any loss which the City may incur thereby.

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The proposed street improvements on Femrite Drive from 300 feet east of Meier Road to CTH AB (Buckeye Road) shall be paved with 3" of 19.0mm, type E-1(64-22) HMA pavement, gravel shouldering, wedge cut grinding asphalt and pavement marking. All asphalt driveways shall be paved with 3" of 19.0mm, type E-1(64-22) HMA pavement and shall be paved by the ton under the Bid Item 40202 HMA Pavement Type E-1.

The existing pavement is rutted and in poor condition. This project is to level the street and put new pavement onto the existing section of roadway. The contractor shall pave this in 2 lifts. The Lower layer shall be a skim coat to level out the rutting and the upper layer shall be a minimum of 2.25". The total thickness of new asphalt shall be 3".

The Contractor shall view all sites 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 104.4 INCREASED OR DECREASED QUANTITIES

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

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.

Changeable message boards shall be installed at the intersection Femrite Drive and CTH AB, facing west bound traffic and the intersection of Femrite Drive and Agricultural Drive, facing east bound traffic at least seven (7) days prior to the project. The message boards shall remain in place for the duration of the on Femrite Drive project, notifying motorists of the project.

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

Local and emergency vehicle access shall be maintained at all times. Access to all driveways within the project limits shall be provided at all times. Interruption of access to a property, which is necessary for the construction of this project, shall be granted only after discussion with the affected residents and only for times and durations which will minimize impact on the residents and businesses.

The Contractor shall supply temporary stop signs at any location where permanent stop signs need to be removed.

Femrite Drive must remain open at all times. The contractor may reduce the roadway width one lane with two-way traffic maintained by uniformed flag persons. Peak Hours restrictions shall apply.

PEAK HOUR RESTRICTIONS

The Contractor and any subcontractor for the project shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 5:30 p.m. on Femrite Drive.

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

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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 payement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on or before <u>JULY 8, 2013</u>. The time of completion shall be <u>JULY 17, 2013</u>. The Contractor shall be required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer

(contact the Construction Engineer at 266-4089). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed daily liquidated damages shall be in accordance to the section 109.9 of the Standard Specifications for failure to complete work within the allotted timeframe.

BID ITEM 90001- GRAVEL SHOULDERING

DESCRIPTION

The work under this item shall consist of installing a minimum 3 foot wide gravel shoulder along both sides of the existing roadway. The shoulder shall meet the existing pavement grade and be flush with the asphalt pavement once completely compacted, then taper off to match existing grade of the top of the ditch. Provide aggregate shoulder material compacted to a 4:1or flatter cross slope from the surface of the pavement edge. After final compaction, shape the shoulders to remove all longitudinal ridges to ensure proper drainage. The work shall consist of grading, installing, compacting, watering as necessary, cleaning adjacent pavement after the gravel shoulder is install.

MATERIALS

Gravel shouldering shall consist of Crushed Aggregate Base Course Gradation 2 or 3.

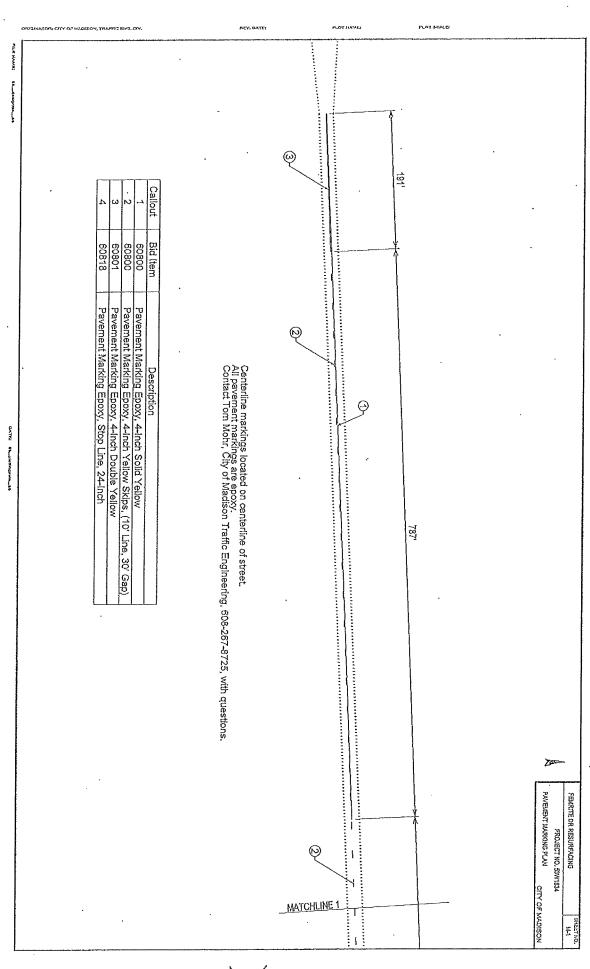
MEASUREMENT AND PAYMENT

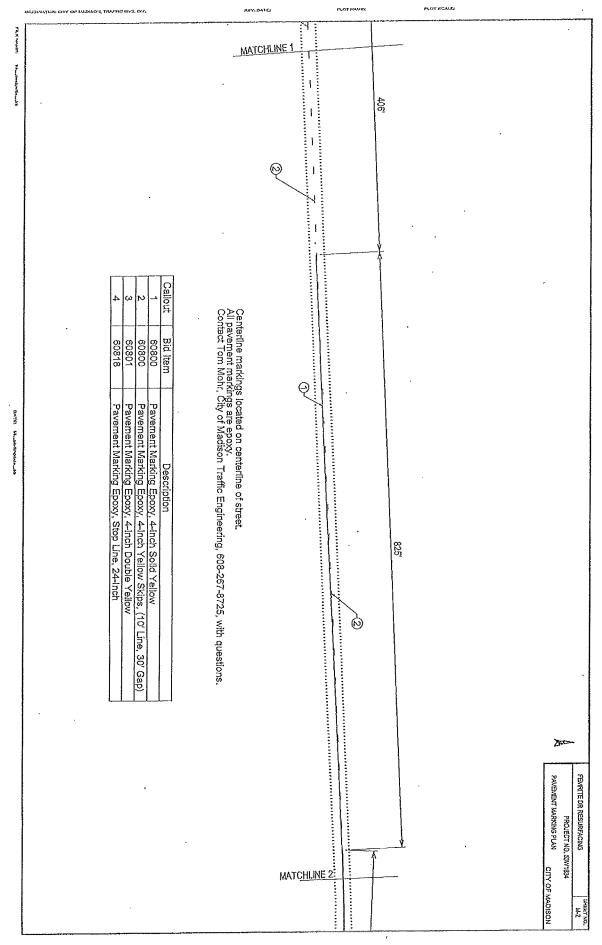
Gravel Shouldering shall be measured by the lineal foot installed.

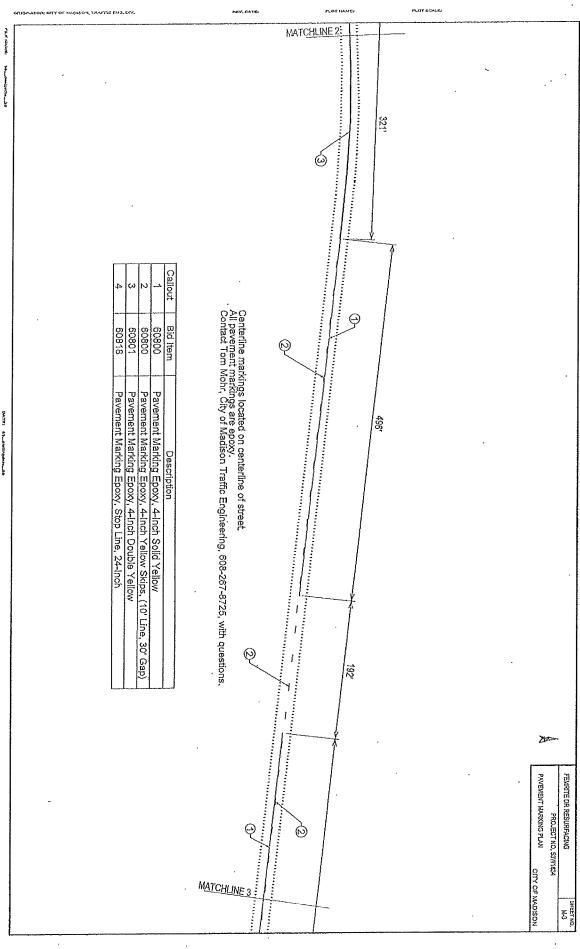
BASIS OF PAYMENT

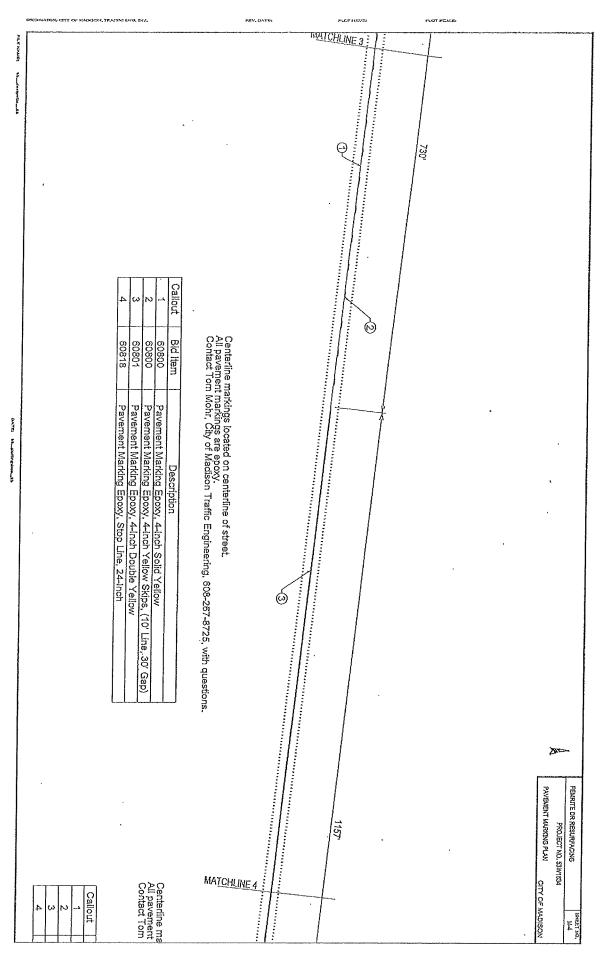
Gravel Shouldering shall be paid based on price to properly install a three foot gravel shoulder along both sides of the street as described under this bid item. Payment shall be full compensation for furnishing, placing, watering, drying, compacting, and maintaining the gravel shouldering; for preparing foundation; for stockpilling, if required; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work, without damaging the new asphaltic pavement and/or the pavement markings.

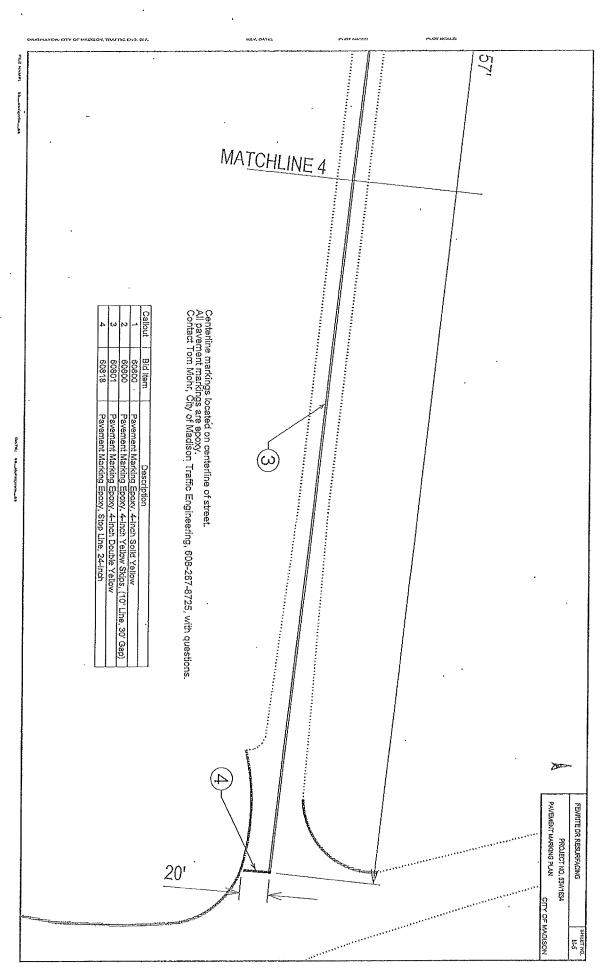
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SECTION E: BIDDERS ACKNOWLEDGEMENT

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

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. Otherwise Including Otherwise Including Addenda in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not
	acknowledge here)
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect
	to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY, FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5.	l hereby certify that all statements herein are made on behalf of Payne & Dolan, 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
1	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.
	their) behalf, and that the said statements are true and correct.
SIGNATI	JRE Douglas W. Buth
ololytic	Douglas W. Butti
'/	Area Manager
TITUE. IF	
(Notary My Con	Public or other officer authorized to administer oaths) RRY PUBLIC OFFICER OFF
	kRISTEN ☆

CERTIFICATE OF CORPORATE RESOLUTION PART OF THE MINUTES OF MEETING OF DIRECTORS

RESOLVED, that Ned W. Bechthold, Kurt Bechthold, Mark E. Filmanowicz, Edward A. Reesman, Steven D. Higgins, Charles E. Bechthold, Sarah Golueke, Michael Wickler, John Sorenson, Raymond A. Postotnik, Doug W. Buth, Todd B. Hughes, Anthony P. Bodway, Brian Endres, Tyler Winter and Ted Helleckson shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on 10th day of December 2012, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 10th day of May , 2013 .

Mark E. Filmanowicz, Secretary

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

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.						
 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. 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 land (B) are met. 			e contrac	t, if both (A)		
 (A) The contractor, or a shareholder, officer or partner of (1) Owns at least a 25% interest in the "other constraint a bid or completes negotiations. (2) Or has owned at least a 25% interest in the "other contracts." 	uction business	s", indicated below, on the date t				
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 Cons	truction Busin	ess				
Not Applicable 🔀						
Name of Business						
Street Address or P O Box		City	State	Zip Code		
Name of Business		Planette of the Control of the Contr				
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						
Douglas W. Buth Signature of Authorized Officer	Date Signed					
	Date Signed	May 10, 2013				
Name of Cerporation, Partnership of Sole Proprietorship Payne & Dolan, Inc.						
Street Address out O Box 6295 Lacy Road		City Fitchburg	State WI	Zip Code 53593		
If you have any gues	tions call		1	_ = ===================================		

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

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

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

Best Value Contracting

Т	he Co	ontractor shall indicate the non-apprenticeable trades used on this contract.
-		
a	ctive a	on General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the apprentice requirement. Apprenticeable trades are those trades considered apprenticeable State of Wisconsin. Please check applicable box if you are seeking an exemption.
]	Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
С	3	No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
)	Contractor is not using an apprentice due to having a journey worker on layoff status provided the journey worker was employed by the contractor in the past six months.
]	First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
]	Contractor has been in business less than one year.
]	Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade
on 33 ap ag	this 3.07(7 prent ency	ntractor shall indicate on the following section which apprenticeable trades are to be used contract. Compliance with active apprenticeship, to the extent required by M.G.O.), shall be satisfied by documentation from an applicable trade training body; an iceship contract with the Wisconsin Department of Workforce Development or a similar in another state; or the U.S Department of Labor. This documentation is required prior to tractor beginning work on the project site.
X		The Contractor has reviewed the list and shall not use any apprenticeable trades on this project. Possible change when job is actually scheduled.

LIST	APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)
	BRICKLAYER
	CARPENTER
	CEMENT MASON / CONCRETE FINISHER
	CEMENT MASON (HEAVY HIGHWAY)
X	CONSTRUCTION CRAFT LABORER
	DATA COMMUNICATION INSTALLER
-	ELECTRICIAN
	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
-	GLAZIER
X	HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
	INSULATION WORKER (HEAT & FROST)
h	IRON WORKER
	IRON WORKER (ASSEMBLER, METAL BLDGS)
	PAINTER & DECORATOR
	PLASTERER
	PLUMBER ·
	RESIDENTIAL ELECTRICIAN
	ROOFER & WATER PROOFER
	SHEET METAL WORKER
	SPRINKLER FITTER
	STEAMFITTER
	STEAMFITTER (REFRIGERATION)
	STEAMFITTER (SERVICE)
	TAPER & FINISHER
	TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
\Box	TILE SETTER

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)	
February 1, 2012 to January 31, 2014	
NAME OF SURETY	
Western Surety Company	
NAME OF CONTRACTOR	
Payne & Dolan, 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 **Douglas W. Buth**

May 10, 2013

Date

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information			•
Company:	Payne & Dolan, Inc.		
Address:	6295 Lacy Road - Fitch	ıburg, WI 53593	
Telephone Number:	608-845-8900	Fax Number:	608-845-8884
Contact Person/Title:	Bud Siebecker - Projec	et Manager .	
Prime Bidder Certification	ı	·	
, Douglas W. Buth		,Area Manager	of
<i>y</i>	lame	Title	9
Payne & Dolan, Inc.			ertify that the information
	Company		
contained in this SBE Cor	mpliance Report is true a	and correct to the best of my kn	owledge and belief.
Loui, a. A	anao		4
Witness' Signature - Local	A. Langer PMA	Bidder's \$ignature	
May 10, 2013	<u> </u>		
Date			

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bullet Transit Company, Inc.	Trucking	3 %
CA Brumm Trucking, Inc.	Trucking	.50 %
Denson Trucking	Trucking	.50 %
Pederson Enterprises, Inc.	Trucking	2 %
Ripp Trucking, LLC	Trucking	2 %
Steven S. Brumm Trucking, Inc.	Trucking	.25 %
		%
		%
		%
		%
•		
		%
		%
Subtotal SBE who are NOT suppliers:		8.25 %
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	8.25 %.	•

PROPOSAL PAYNE & DOLAN, INC.

NAME OF BIDDER

Project Name: RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB

Contract No. 7114

	CONTRACT NO. 7114 ESTIMATED UNIT PRICE						
ITEM	TYPE OF WORK	QUAN	ITITES		BID		TOTAL BID
				•	075.00	φ.	275 00
10701	TRAFFIC CONTROL	1.0	LS	\$	275.00	\$	275.00
	TRAFFIC CONTROL - PORTABLE CHANGEABLE				5.00	_	400.00
10721	MESSAGE	38.0	DAY	\$	5.00	\$	190.00
10911	MOBILIZATION	1.0	LS	\$	30,000.00	\$	30,000.00
40202	HMA PAVEMENT, TYPE E-1	3020.0	TN	\$	45.00	\$	135,900.00
40211	TACK COAT	1200.0	GA	\$	1.00	\$	1,200.00
40303	WEDGE CIT GRINDING ASPHALT	365.0	SY	\$	15.00	\$	5,475.00
60800	PAVEMENT MARKING EPOXY, LINE, 4-INCH	3900.0	LF	\$	0.45	\$	1,755.00
60801	PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH	1800.0	LF	\$	0.95	\$	1,710.00
60818	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH	22.0	LF	\$	4.90	\$	107.80
90001	GRAVEL SHOULDERING	10400.0	LF	\$	0.50	\$	5,200.00
GRAND TOTAL						\$181,812.80	

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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. Dalley, P.E. Christina M. Buchmann, P.E. John S. Fahmey, P.E. Gregory T. Fries, P.E.

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

> Operations Supervisor Kallieen M. Cryan Hydrogeologist Joseph L. DeMorett, P.G. GIŞ Manager lavis, R.L.S. icial Officer

nner-Rivers

BIENN	ALEID	
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PAYNE & DOLAN, INC.	David A. C
(a corporation of the State of WI	Finan Sisyen B. Da
(individual), (partnership), (hereinafter referred to as the "Principal") and WESTERN SURETY COMPANY	
a corporation of the State of <u>SD</u> (hereinafter referred to as the "Surety") and business in the State of Wisconsin, are held and firmly bound unto the City of Mad (hereinafter referred to as the "City"), in the sum equal to the individual proposal guar the total bid or bids of the Principal herein accepted by the City, for the payment of whi and the Surety hereby jointly and severally bind ourselves, our heirs, executors, successors and assigns.	ison, Wisconsir anty amounts of Ich the Principal
The condition of this obligation is that the Principal has submitted to the City certain before the time period of February 1, 2012 through January 31, 2	
If the Principal is awarded the contract(s) by the City and, within the time and manner after the prescribed forms are presented for its signature, the Principal enters into (a) wro accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful p	itten contract(s)

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 walve 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

PAYNE & DOLAN, INC.		December 19, 2011
COMPANY NAME	AFFIX SEAL	DATE
By: SIGNATURE AND TITLE, Kurt Bechthold	, President	
SURETY		•
WESTERN SURETY COMPANY COMPANY NAME	AFFIX SEAL	December 14, 2011 DATE
By: SIGNATURE AND TITLE Trud	<u>Jawyh-</u> y A. Szalewski, Atto	mey In Fact
2315034	for the year	ent for the Surety in Wisconsin under License No. 2012 , and appointed as attorney in ower of attorney has not been revoked.
December 14, 2011		ACENT AON RISK Services Central, Inc.
		10700 Research Drive - #450 ADDRESS
		Milwaukee, WI, 53226 CITY, STATE AND ZIP CODE
		414-225-5394 TELEPHONE NUMBER

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

CERTIFICATE OF BIENWAL BID BOND

2/1/2012 to 1/31/2014	
NAME OF SURETY	
WESTERN SURETY COMPANY	
NAME OF CONTRACTOR	
PAYNE & DOLAN, INC.	
CERTIFICATE HOLDER	
City of Madison, Wisconsin	
This is to certify that a biennial bid bond issue City of Madison.	ed by the above-named Surety is currently on file with the
This certificate is issued as a matter of informations not amend, extend or alter the coverage	ation and conveys no rights upon the certificate holder and of the biennial bid bond.
Cancellation: Should the above policy be car give thirty (30) days written notice to the cert	acelled before the expiration date, the issuing Surety will ifficate holder indicated above.
	SIGNISTING OF ALTUQUITOS CAUTO A SAGO DENGA COMPA
	SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE
	DATE:

TIME PERIOD - VALID (FROMTO)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jeffrey R Meisinger, Kelly Cody, Kent Arps, Roxanne Jensen, Individually of Green Bay, Wisconsin Trudy A Szalewski, Christopher H Kondrick, Brian Krause, Cheryl Siem, Individually of Milwaukee, Wisconsin

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2011.

WESTERN SURETY COMPANY

Paul . Bruflat, Senior Vice President

State of South Dakota County of Minnehaha

SS

On this 3rd day of August, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



CERTIFICATE

Leb Krell, Notary Public



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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			The state of the s
		THE ACTION CONTRACTOR	

SECTION H: AGREEMENT

THIS AGREEMEN	Γ made this	_5 day	of Ju	ME in	the ye	ear Two	Thousand	and
Thirteen between	PAYNE &	DOLAN, IN	IC.			hereinat	fter called	the
Contractor, and the	City of Madis	son, Wisconsi	n, hereinafter	called the City.				

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>JUNE 4 2013</u>, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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:

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

- 2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>ONE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED TWELVE DOLLARS AND EIGHTY CENTS</u> (\$181,812.80) 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 pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

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

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

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

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

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

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

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

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

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

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

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

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

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

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

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

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

a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

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

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

- 1. Cancel, terminate or suspend this Contract in whole or in part.
- 2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- 3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five

thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

RESURFACING OF FEMRITE DRIVE FROM 300 FEET EAST OF MEIER ROAD TO CTH AB CONTRACT NO. 7114

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: Witness One Agrusa One One Office of the Counters of the Counters of the Counter of the Counter of the Counters of the Count	PAYNE & DOLAN, INC. Company Name 6-5-13 President Kurt Bechthold Date Secretary Mark E.Filmanowicz Date
CITY OF MADISON, WISCONSIN Provisions have been made to pay the liability	Approved as to form:
that-will accrue under this contract. Finance Director	¢ity Attorney
Signed this 19th day of Jane	han 1 / V.
Witness Witness	Mayor Date Market Witzel-Behl 6-12-13 City Clerk Date

	*

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Western Surety Company, 333 S. I Company of Chicago, IL as Madison, Wisconsin, in the sum of ONE HUNDRE TWELVE DOLLARS AND EIGHTY CENTS (\$181,87 payment of which sum to the City of Madison, we he and administrators firmly by these presents.	Wabash Avenue surety, are held and firmly bound unto the City of D EIGHTY-ONE THOUSAND EIGHT HUNDRED [2.80], lawful money of the United States, for the
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into b construction of:	bounden shall on his/her part fully and faithfully etween him/herself and the City of Madison for the
RESURFACING OF FEMRITE DRIVE FROM CTH A	AB
in Madison, Wisconsin, and shall pay all claims for prosecution of said work, and save the City harmless to in the prosecution of said work, and shall save harmle (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	from all claims for damages because of negligence ess the said City from all claims for compensation
Signed and sealed thisday of	June 2013
Countersigned: One of graph Witness Man h G	PAYNE & DOLAN, INC. Company Name (Principal) President Kurt Bechthold Seal
Secretary Mark E. Filmanowicz	
Approved as to form:	WESTERN SURETY COMPANY
AUP.M.	Surety Seal Salary Employee Commission By
City Attorney	Attorney-in-Fact Trudy A. Szalewski
This certifies that I have been duly licensed as an action $\frac{2315034}{1}$ for the year 20 authority to execute this payment and performance bond	gent for the above company in Wisconsin under 13, and appointed as attorney-in-fact with
June 5, 2013	J. M. Slesh:
Date	Agent Signature
T Comments	Crudy A. Szalewski

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		The second secon

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jeffrey R Meisinger, Kelly Cody, Kent Arps, Roxanne Jensen, Individually of Green Bay, Wisconsin

Trudy A Szalewski, Christopher H Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of May, 2013.

WESTERN SURETY COMPANY



State of South Dakota
County of Minnehaha

On this 6th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

J. MOHR
SEAL NOTARY PUBLIC SEAL

Mohr, Notary Public

CERTIFICATE

WESTERN SURETY COMPANY

J. Relson, Assistant Secretar

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

DETERMINATION NU	IMBER: 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 AGE	NCY: CITY OF MADISON-ENGINEERING
CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: over 10 hours per day on prevailing wage projects over 40 hours per calendar week Saturday and Sunday on all of the following 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, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
 - 1. January 1.
 - 2. The last Monday in May.
 - 3. July 4.
 - 4. The first Monday in September.
 - 5. The 4th Thursday in November.
 - 6. December 25.
 - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
 - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who 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				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	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	Drywail 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

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CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
119	Marble Finisher	20.00	. 0.00	20.00
120	Marble Mason	32.01	16.85	48.86
121	Metal Bullding 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
34	Sheet Metal Worker	34.23	20.19	54.42
35	Steamfitter :	41.20	16.28	57.48
37	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
38	Temperature Control Installer	41.20	16.21	57.41
39	Terrazzo Finisher Future Increase(s): Add \$.80 on 6/1/2013	26.57	16.50	43.07
40	Terrazzo Mechanic	29.51	17.63	47.14
41	Tile Finisher Future Increase(s): Add \$.80/hr on 6/1/2013.	23.77	16.50	40.27
12	Tile Setter Future Increase(s): Add \$.80/hr on 6/1/2013.	29.71	16.50	46.21
43	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s):	32.01	17.35	49.36

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.

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Determ	nination No. 201300080			Page 5 of 28
All described in control of the control	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151 .	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	31.89	17.98	49.87
203	Three or More Axle	18.00	11.45	29.45
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	11.45	29.45
	LABORERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper .	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

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Detern	nination No. 201300080			Page 6 of 28
	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
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	3 WORK ONLY		
CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u> </u>		\$.	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.		18.46	50.85
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18,46	48.78

Detern	nination No. 201300080			Page 7 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
	Walter than the state of the st	\$	\$	\$
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.	S	19.86	48.56
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING L	S ANDSCAPING W	ORK	
	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	7074
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom Loads & for Jib Langthe Magazing 176 Et or Over	35.12	18.46	53.58

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.

Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over;

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Towe 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.		18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	32.42	17.97	50.39
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.		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

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Determ	nination No. 201300080			1 490 0 01 20
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
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.		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

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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				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
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		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	
18	Line Constructor (Electrical)	37.05	16.94	53.99	
25	Pavement Marking Operator	28.10	15.00	43.10	
26	Piledriver	30.66	15.31	45.97	
30	Plumber	36.97	17.66	54.63	

Deterr	mination No. 201300080			Page 11 01 2
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28,24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12,96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.54	13.85	31.39
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00
	LABORERS			•
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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

Determination	No	201	1300080

Detern	nination No. 201300080			Page 12 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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
Printeralization techniques of financiaries	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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.		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

Detern	nination No. 201300080			age 13 or z
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49,54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46,90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
103	Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
105	Carpenter	30.16	15.31	45.47
107	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 Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16,85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.00	46.64
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59

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Detern	nination No. 201300080			Page 15 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	.24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
	. TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
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

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	LABORERS					
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$		
301	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		
31 1	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03		
****	Railroad Track Laborer	23.41	6.91	30.32		

HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.22	⁻ 19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or		19.90	54.62

or Derrick, With Boom, Leads &/or Jib Lengths Measuring 1/5 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.

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

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

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

	SKILLED TRADES				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
103	Bricklayer, Blocklayer or Stonemason	33,00	15.00	48.00	
105	Carpenter	30.16	15.31	45.47	
107	Cement Finisher	31.48	15.68	47.16	
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74	
111	Fence Erector	22.50	3.98	26.48	
116	Ironworker	30.90	19.11	50.01	
118	Line Constructor (Electrical)	37.05	16.94	53.99	
124	Painter	24.80	14.78	39.58	
125	Pavement Marking Operator	28.10	15.00	43.10	
126	Piledriver	30.66	15.31	45.97	
133	Roofer or Waterproofer	30.40	2.23	32.63	
137	Teledata Technician or Installer	21.26	11.75	33.01	
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86	
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56,90	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24	
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65	

	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	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 . .

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<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	34.72	19.90	54.62

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.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
543	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 Laser/Screed; Concrete Paver (Slipform); Concrete Surpeader & 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, Timboo, 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. 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 detalls about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	\$ 34.22	\$ 19.90	\$ 54.12
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/13; 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.	33.96	19.90	53.86

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.

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

Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.
Future Increase(s):
Add \$1/hr on 6/2/2013.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. 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.

 SKIL	LE	D TR	AD	ES
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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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	5		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	<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			
ODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
01	General Laborer	19.80	7.22	27.02
02	Asbestos Abatement Worker	18.00	6.24	24.24
03	Landscaper	13.15	6.51	19.66

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
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 CONST			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vlbratory/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, Timbco, 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	31.89	18.20	50.09

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.

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.

558

28.70

4.91

33.61