

# Contract Routing Form

ROUTING: Routine printed on: 04/11/2014

Contract between: Capitol Underground Inc  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: North Henry St and West Mifflin St Assessment District 2014

Contract No.: 7243  
Enactment No.: RES 14-00253  
Dollar Amount: 805,778.26

File No.: 33376  
Enactment Date: 04/10/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4.11.14	4-11-2014
Director of Civil Rights	4-14-14	4/21/14
Risk Manager	cor attached	4/22/14
Finance Director	4-22-14	4-23-14
City Attorney	4-23-14	4/25/14
Mayor	4-25-14	4-27-14

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

Original + 2 Copies

PA# 81537243

04/11/2014 14:14:47 enjls - Jim Wolfe 266-4099

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



Client#: 258

CAPIUNDI

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>WI-COMMERCIAL LINES</b> <b>COBB STRECKER DUNPHY &amp; ZIMMERMANN</b> <b>4726 E TOWNE BLVD STE 230</b> <b>MADISON, WI 53704</b>		<b>CONTACT NAME:</b> JOHN W. WALSH <b>PHONE (A/C, No, Ext):</b> 608-242-2550 <b>FAX (A/C, No):</b> 608-242-2560 <b>E-MAIL ADDRESS:</b> jwalsh@csdz.com	
<b>INSURED</b> <b>CAPITOL UNDERGROUND INC</b> <b>782 LOIS DR</b> <b>SUN PRAIRIE, WI 53590-2662</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> REGENT INSURANCE COMPANY <b>INSURER B:</b> GENERAL CASUALTY COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>PD Ded:250</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>		CCI0229195	10/20/2013	10/20/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>		CBA0229195	10/20/2013	10/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$10,000</b>		CCU0229195	10/20/2013	10/20/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWC0229195	10/20/2013	10/20/2014	<input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> E.I. EACH ACCIDENT \$100,000 E.I. DISEASE - EA EMPLOYEE \$100,000 E.I. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

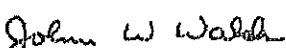
VARIOUS PROJECTS FOR THE CITY OF MADISON

ADDITIONAL INSURED FOR GENERAL AND AUTO LIABILITY, WHEN REQUIRED BY WRITTEN CONTRACT: CITY OF MADISON, ITS OFFICIALS AND EMPLOYEES

WAIVER OF SUBROGATION FOR WORKERS' COMPENSATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF MADISON CITY ENGINEERING</b> <b>ATTN: JANET PIEN</b> <b>210 MARTIN LUTHER KING JR BLVD,</b> <b>ROOM 115</b> <b>MADISON, WI 53703-3342</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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CITY OF MADISON - WISCONSIN

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Details

Reports

File #:	33376	Version: 1	Name:	Awarding Public Works Contract No. 7243, North Henry Street and West Mifflin Street Assessment District - 2014.
Type:	Resolution	Status:	Passed	
File created:	3/7/2014	In control:	<u>BOARD OF PUBLIC WORKS</u>	
On agenda:	4/8/2014	Final action:	4/8/2014	
Enactment date:	4/10/2014	Enactment #:	RES-14-00253	
Title:	Awarding Public Works Contract No. <u>7243</u> , North Henry Street and West Mifflin Street Assessment District - 2014.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 7243.pdf</u>			

History (3)

Text

**Fiscal Note**

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

**Title**

Awarding Public Works Contract No. 7243, North Henry Street and West Mifflin Street Assessment District - 2014.

**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. 7243) for itemization of bids.



PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7243  
NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2014

CAPITOL UNDERGROUND, INC.

\$805,778.26

Acct. No. CS53-58250-810355-00-53W1721-53TIF032	\$129,521.23
Contingency 8%±	10,362.00
Plan & Prep 15%±	<u>19,426.77</u>
Sub-Total	\$159,310.00
Acct. No. CS53-58260-810358-00-53W1731	\$194,281.84
Contingency 8%±	15,543.00
Plan & Prep 15%±	<u>29,145.16</u>
Sub-Total	\$238,970.00
Acct. No. CS53-58270-810355-00-53W1721-53TIF032	\$21,476.94
Contingency 8%±	1,718.00
Plan & Prep 15%±	<u>3,225.06</u>
Sub-Total	\$26,420.00
Acct. No. CS53-58270-810358-00-53W1731	\$14,317.96
Contingency 8%±	1,145.00
Plan & Prep 15%±	<u>2,147.04</u>
Sub-Total	\$17,610.00
Acct. No. ESTM-58270-810381-00-53W1721	\$30,795.06
Contingency 8%±	<u>2,464.94</u>
Sub-Total	\$33,260.00
Acct. No. ESTM-58270-810381-00-53W1731	\$10,265.02
Contingency 8%±	<u>824.98</u>
Sub-Total	\$11,090.00
Acct. No. ES01-58275-810332-00-53W1721	\$87,075.15
Contingency 8%±	<u>6,964.85</u>
Sub-Total	\$94,040.00
Acct. No. ES01-58275-810332-00-53W1731	\$81,998.31
Contingency 8%±	<u>6,561.69</u>
Sub-Total	\$88,560.00
Acct. No. EW01-58273-810455-00-53W1721	\$70,843.00
Contingency 8%±	<u>5,667.00</u>
Sub-Total	\$76,510.00

PROJECT	CONTRACTOR	AMOUNT OF BID
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(CONTINUED)

CONTRACT NO. 7243

NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2014

CAPITOL UNDERGROUND, INC.

\$805,778.26

Acct. No. EW01-58273-810455-00-53W1731	\$126,488.75
Contingency 8%±	<u>10,121.25</u>
Sub-Total	\$136,610.00

Acct. No. CS53-58545-810355-00-53W1721	\$10,683.75
Contingency 8%±	855.00
Plan & Prep 15%±	<u>1,601.25</u>
Sub-Total	\$13,140.00

Acct. No. CS53-58545-810358-00-53W1731	\$19,841.25
Contingency 8%±	1,587.00
Plan & Prep 15%±	<u>2,971.75</u>
Sub-Total	\$24,400.00

Acct. No. EP01-56530-810421-00-5803100	\$8,190.00
Contingency 8%±	655.00
Plan & Prep 15%±	<u>1,225.00</u>
Sub-Total	\$10,070.00

GRAND TOTAL	<u>\$929,990.00</u>
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**Wisconsin Office of the Commissioner of Insurance  
Licensed Producer Search\***

Wednesday, March 26, 2014

WALSH, JOHN W  
PORTAGE WI

Year of Birth: 1948  
Status: Active  
License Number: 168955  
NPN\*\*: 285241  
Effective Date: 01-01-1982  
Expiration Date: 01-31-2016  
License Type: Resident Intermediary Indv  
CE Compliance: 01-31-2016

**Lines of Authority**

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

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACE American Insurance Company	AH/Active	11-30-2004		
	CAS/Active	11-30-2004		
	PROP/Active	11-30-2004		
ACUITY, A Mutual Insurance Company	AH/Inactive	02-12-2001	04-16-2002	Canceled
	CAS/Active	02-12-2001		
	PROP/Active	02-12-2001		
American Casualty Company of Reading, Pennsylvania	AH/Inactive	04-22-1974	09-16-2008	Canceled
	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
American Guarantee and Liability Insurance Company	AH/Active	07-15-1997		
	CAS/Active	07-15-1997		
	PROP/Active	07-15-1997		
American Manufacturers Mutual Insurance Company	AH/Inactive	02-21-1978	02-17-2005	Canceled
	CAS/Inactive	02-21-1978	02-17-2005	Canceled
	PROP/Inactive	02-21-1978	02-17-2005	Canceled
American Zurich Insurance Company	AH/Active	07-15-1997		
	CAS/Active	07-15-1997		
	PROP/Active	07-15-1997		

Arch Insurance Company	CAS/Active	02-09-2004		
	PROP/Active	02-09-2004		
Assurance Company of America	CAS/Inactive	04-02-1993	10-30-2012	Canceled
	PROP/Active	04-02-1993		
Automobile Insurance Company of Hartford, Connecticut, The	AH/Inactive	07-29-1992	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled
Charter Oak Fire Insurance Company, The	AH/Inactive	08-06-1996	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-06-1996	12-05-2009	Canceled
	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Cincinnati Life Insurance Company, The	AH/Active	09-16-2004		
	LI/Active	09-16-2004		
Continental Assurance Company	AH/Inactive	10-07-1981	10-10-2000	Vol. Surrender per Agent Rqst
	LI/Inactive	10-07-1981	10-10-2000	Vol. Surrender per Agent Rqst
Continental Casualty Company	AH/Inactive	04-22-1974	09-16-2008	Canceled
	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
Continental Insurance Company, The	CAS/Active	02-24-2006		
	PROP/Active	02-24-2006		
Farmington Casualty Company	AH/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
Federal Insurance Company	AH/Inactive	11-01-1976	09-11-2008	Canceled
	CAS/Inactive	11-01-1976	03-15-2007	Canceled
	PROP/Inactive	11-01-1976	03-15-2007	Canceled
Fidelity & Guaranty Life Insurance Company	AH/Inactive	07-03-1979	01-09-2013	Inadequate Production
	LI/Inactive	07-03-1979	01-09-2013	Inadequate Production
Fidelity and Deposit Company of Maryland	CAS/Active	11-07-1986		
	PROP/Active	11-07-1986		
Fidelity and Guaranty Insurance	CAS/Inactive	06-23-1995	12-05-2009	Canceled
	PROP/Inactive	06-23-1995	12-05-2009	Canceled

Company				
Fidelity and Guaranty Insurance Underwriters, Inc.	AH/Inactive	06-23-1995	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	06-23-1995	12-05-2009	Canceled
	PROP/Inactive	06-23-1995	12-05-2009	Canceled
General Casualty Company of Wisconsin	AH/Inactive	09-02-1983	12-03-2008	Canceled
	CAS/Active	09-02-1983		
	PROP/Active	09-02-1983		
Great American Alliance Insurance Company	CAS/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
Great American Insurance Company	AH/Inactive	08-15-1989	11-15-2002	Inadequate Production
	CAS/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	08-15-1989	11-28-2001	Vol. Surrender per Agent Rqst
Great American Insurance Company of New York	AH/Inactive	09-13-1989	11-15-2002	Inadequate Production
	CAS/Inactive	09-13-1989	11-28-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-13-1989	11-28-2001	Vol. Surrender per Agent Rqst
Great Northern Insurance Company	AH/Inactive	07-30-1979	06-01-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-30-1979	06-01-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-30-1979	06-01-2000	Vol. Surrender per Agent Rqst
Hartford Accident and Indemnity Company	AH/Inactive	02-23-1981	02-23-1981	Entered in Error
	CAS/Inactive	02-23-1981	10-25-2007	Canceled
	PROP/Inactive	02-23-1981	10-25-2007	Canceled
Hartford Fire Insurance Company	AH/Inactive	02-23-1981	02-23-1981	Entered in Error
	CAS/Inactive	02-23-1981	10-25-2007	Canceled
	PROP/Inactive	02-23-1981	10-25-2007	Canceled
Hartford Underwriters Insurance Company	AH/Inactive	07-01-1988	07-01-1988	Entered in Error
	CAS/Inactive	07-01-1988	10-25-2007	Canceled
	PROP/Inactive	07-01-1988	10-25-2007	Canceled
Indemnity Insurance Company of North America	AH/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-30-2004	06-04-2009	Vol. Surrender per

				Agent Rqst
Lumbermens Mutual Casualty Company	AH/Inactive	02-21-1978	02-17-2005	Canceled
	CAS/Inactive	02-21-1978	02-17-2005	Canceled
	PROP/Inactive	02-21-1978	02-17-2005	Canceled
Maryland Casualty Company	CAS/Inactive	04-02-1993	10-30-2012	Canceled
	PROP/Inactive	04-02-1993	10-30-2012	Canceled
MetLife Insurance Company of Connecticut	CAS/Inactive	08-07-1996	04-21-2003	Inadequate Production
National Fire Insurance Company of Hartford	AH/Inactive	04-22-1974	09-16-2008	Canceled
	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
North American Specialty Insurance Company	CAS/Active	06-26-2009		
	PROP/Active	06-26-2009		
Northern Insurance Company of New York	CAS/Inactive	04-02-1993	10-30-2012	Canceled
	PROP/Inactive	04-02-1993	10-30-2012	Canceled
Old Republic Insurance Company	AH/Inactive	11-11-1991	01-30-2004	Inadequate Production
	CAS/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
Old Republic Surety Company	CAS/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-11-1991	06-16-2009	Vol. Surrender per Agent Rqst
Pacific Indemnity Company	AH/Inactive	12-10-1980	06-01-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-10-1980	06-01-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-10-1980	06-01-2000	Vol. Surrender per Agent Rqst
Phoenix Insurance Company, The	AH/Inactive	08-06-1996	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	08-06-1996	12-05-2009	Canceled
	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Reassure America Life Insurance Company	AH/Inactive	01-06-1989	06-06-2001	Inadequate Production
	LI/Inactive	01-06-1989	06-06-2001	Inadequate Production
Regent Insurance Company	AH/Inactive	09-02-1983	12-03-2008	Canceled
	CAS/Active	09-02-1983		

	PROP/Active	09-02-1983		
Reliance National Indemnity Company	AH/Inactive	03-23-1979	02-01-2001	Company Merger
	CAS/Inactive	03-23-1979	02-01-2001	Company Merger
	PROP/Inactive	03-23-1979	02-01-2001	Company Merger
St. Paul Fire and Marine Insurance Company	AH/Active	09-24-1987		
	CAS/Active	11-28-2012		
	CAS/Inactive	09-24-1987	11-08-2012	Canceled
	PROP/Active	11-28-2012		
	PROP/Inactive	09-24-1987	11-08-2012	Canceled
St. Paul Mercury Insurance Company	AH/Inactive	09-24-1987	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-24-1987	12-05-2009	Canceled
	PROP/Inactive	09-24-1987	12-05-2009	Canceled
St. Paul Protective Insurance Company	AH/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	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 Insurance Company, The	AH/Inactive	07-29-1992	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled
TIG Insurance Company	AH/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
Transcontinental Insurance Company	AH/Inactive	04-22-1974	01-14-2008	Canceled
	CAS/Inactive	04-22-1974	01-14-2008	Canceled
	PROP/Inactive	04-22-1974	01-14-2008	Canceled
Transportation Insurance Company	AH/Inactive	04-22-1974	09-16-2008	Canceled
	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
Travelers Casualty and Surety Company	AH/Inactive	07-29-1992	07-10-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled
Travelers Casualty and Surety Company of America	AH/Active	07-29-1992		
	CAS/Active	11-28-2012		
	CAS/Inactive	07-29-1992	11-08-2012	Canceled

	PROP/Active	11-28-2012		
	PROP/Inactive	07-29-1992	11-08-2012	Canceled
Travelers Casualty Company of Connecticut	CAS/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company of America	AH/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-28-2012	11-25-2013	Canceled
	CAS/Inactive	10-11-2007	11-08-2012	Canceled
	CAS/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-28-2012	11-25-2013	Canceled
	PROP/Inactive	10-11-2007	11-08-2012	Canceled
	PROP/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Commercial Insurance Company	CAS/Inactive	06-14-2001	12-05-2009	Canceled
	CAS/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-14-2001	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Constitution State Insurance Company	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Inactive	11-28-2012	11-25-2013	Canceled
	CAS/Inactive	07-25-2007	11-08-2012	Canceled
	PROP/Inactive	11-28-2012	11-25-2013	Canceled
	PROP/Inactive	07-25-2007	11-08-2012	Canceled
Travelers Indemnity Company of America, The	CAS/Inactive	08-06-1996	12-05-2009	Canceled
	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Travelers Indemnity Company of Connecticut, The	AH/Inactive	08-06-1996	01-14-2009	Canceled
	CAS/Inactive	08-06-1996	12-05-2009	Canceled
	PROP/Inactive	08-06-1996	12-05-2009	Canceled
Travelers Indemnity Company, The	AH/Inactive	04-19-1974	01-14-2009	Canceled
	CAS/Inactive	04-19-1974	12-05-2009	Canceled
	PROP/Inactive	04-19-1974	12-05-2009	Canceled
Travelers Property Casualty Company of America	CAS/Inactive	08-07-1996	12-05-2009	Canceled
	PROP/Inactive	08-07-1996	12-05-2009	Canceled

United Fire & Casualty Company	CAS/Active	06-19-1997		
	PROP/Active	06-19-1997		
United Pacific Insurance Company	AH/Inactive	03-23-1979	02-13-2001	Company Merger
	CAS/Inactive	03-23-1979	02-13-2001	Company Merger
	PROP/Inactive	03-23-1979	02-13-2001	Company Merger
United States Fidelity and Guaranty Company	AH/Inactive	06-23-1995	01-14-2009	Canceled
	CAS/Inactive	06-23-1995	12-05-2009	Canceled
	PROP/Inactive	06-23-1995	12-05-2009	Canceled
Universal Surety Company	CAS/Active	04-17-2002		
USF&G Insurance Company of Wisconsin	AH/Inactive	06-23-1995	01-01-2001	Company Merger
	CAS/Inactive	06-23-1995	01-01-2001	Company Merger
	PROP/Inactive	06-23-1995	01-01-2001	Company Merger
Valiant Insurance Company	CAS/Inactive	04-02-1993	12-05-2007	Canceled
	PROP/Inactive	04-02-1993	12-05-2007	Canceled
Valley Forge Insurance Company	AH/Inactive	04-22-1974	09-16-2008	Canceled
	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
Vigilant Insurance Company	AH/Inactive	11-01-1976	06-01-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-01-1976	06-01-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-01-1976	06-01-2000	Vol. Surrender per Agent Rqst
Washington International Insurance Company	CAS/Active	06-26-2009		
	PROP/Active	06-26-2009		
Westchester Fire Insurance Company	AH/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-30-2004	06-04-2009	Vol. Surrender per Agent Rqst
Western Surety Company	CAS/Active	02-20-1991		
Zurich American Insurance Company	AH/Active	07-15-1997		
	CAS/Active	07-15-1997		
	PROP/Active	07-15-1997		
Zurich American Insurance Company of Illinois	AH/Active	07-15-1997		
	CAS/Active	07-15-1997		
	PROP/Active	07-15-1997		

- \* 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.



\$805.778.26  
FILE

BID OF CAPITOL UNDERGROUND, INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-  
2014

CONTRACT NO. 7243

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 8, 2014

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-  
2014  
CONTRACT NO. 7243**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: jw

## 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:	NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-2014
CONTRACT NO.:	7243
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	FEBRUARY 28, 2014
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 28, 2014
BID SUBMISSION (1:00 P.M.)	MARCH 7, 2014
BID OPEN (1:30 P.M.)	MARCH 7, 2014
PUBLISHED IN WSJ	2/21/14 & 2/28/14

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory

personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

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

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

Building Demolition

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

### 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

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

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

2.4.2.2.1 **Cover Page**, Page C-6;

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

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT- 2014 CONTRACT NO. 7243

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

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

#### SECTION 102.10: PREVAILING WAGE

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

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

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

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

#### SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 104 SCOPE OF WORK

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

The project limits for the work are on North Henry Street from W. Gilman St. to W. Gorham St. and on West Mifflin Street from N. Broom St. to N. Henry St. The project is approximately 950 ft. in length (350 ft. on N. Henry St. and 600 ft. on W. Mifflin St.).

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

#### SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that there are buildings with ground level windows, landscaping, and decorative concrete at or near the back of sidewalk that are 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.

#### **Private Utility Work**

Utility work and conflicts are expected with this project. The Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise. This project has multiple private utility manholes to be adjusted to finish grade. The Contractor shall coordinate adjustments with the utility companies by giving a minimum of one week (7 calendar days) notice of work areas and a schedule of when adjustments are to be completed.

It is anticipated that MG&E and Charter will be undergrounding some of their aerial facilities on N. Henry St. This work will include a new underground crossing of N. Henry St. as well as some work on private property between 409 & 415 N. Henry St. and between 410 & 414 N Henry St.

#### **Access Issues**

The Contractor shall maintain access for mail delivery and garbage/recycling pickup for all properties in the project area. The Contractor shall also maintain access to all driveways within the project limits, especially all business and commercial parking entrances. Refer to Section 107.7 Maintenance of Traffic for more information regarding access to properties and businesses, loading zones, etc.

#### **Other Projects in the Vicinity**

The City is aware of several other projects taking place in the vicinity of the project sites included under this contract. This includes some major redevelopment work on the block bounded by W. Johnson St., N Henry St., E. Dayton St. and N Broom St. Also, the City has planned a streetscape improvement project on N. Henry St. between W. Johnson St. and W. Mifflin St. and on W. Johnson St. between N. Broom St. and N. Carroll St. (project no. 53W1198). Work under that project will include sidewalk and tree grate replacement and the installation of street lighting. The limits of that project are immediately adjacent to the W. Mifflin St. portion of this contract; the Contractor shall coordinate work as necessary to maintain work space and access as necessary for the work to be completed on project 53W1198.

#### **Event Dates**

The Madison Marathon is holding a run on the weekend of May 24, 2014. The route uses State St. and N. Henry St. from State St. to W. Dayton St.

No work shall take place on the N. Henry St. portion of this project on August 14 through August 15. These are UW student moving dates, so the contractor shall also expect some moving to take place on the days before and after these dates.

### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

All traffic control 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, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, 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 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 will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain

modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The 300 block of W Mifflin St and the 400 block of N Henry St may be closed to through traffic within the project limits for the duration of the project. Local and emergency vehicle access to all properties shall be maintained at all times. Pedestrian traffic to all properties shall be maintained at all times.

No work shall encroach into or impact traffic lanes on W Gorham St during peak traffic hours (7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM, weekdays) and on days with special events. A minimum of two (2) traffic lanes shall be maintained on W Gorham St during peak traffic hours (7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM, weekdays), and a minimum of one (1) traffic lane shall be maintained on W Gorham St during all other hours. The contractor shall stage their operation in such a way that lane closure time on W Gorham St is minimized. Encroachment into W Gorham St shall be approved by the City Traffic Engineer a minimum of three (3) working days in advance to verify that the work won't impact any special events. Call Yang Tao (266-4815) regarding days of special events.

No work shall encroach into or impact traffic lanes on N Broom St during peak traffic hours (7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM, weekdays) and on days with special events.

When 300 block of W Mifflin St is closed, "USE DAYTON ST FOR OVERTURE CENTER PARKING GARAGE" signs shall be provided at each end of the closure to direct traffic to Overture Center Parking Garage.

When 300 block of W Mifflin St is closed, "ALL BUSINESSES OPEN" signs shall be provided at each end of the closure.

W Gilman St shall remain open to two-way traffic at all times. The sidewalk shall remain open at all times on both sides of W Gilman St. When necessary for construction at the Henry-Gilman intersection, Gilman St may be reduced to one lane of traffic during off peak hours (peak hours are defined as 7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM, weekdays) provided that properly equipped and trained flag persons are present and proper signage is in place in accordance with MUTCD.

The 10 and 100 block of N Henry St (near W Mifflin St) shall remain open to two-way traffic at all times. The sidewalk shall remain open at all times on both sides of 10 and 100 block of N Henry St. When necessary for construction at the Mifflin-Henry intersection, N Henry St may be reduced to one lane of traffic during off peak hours (peak hours are defined as 7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM, weekdays) provided that properly equipped and trained flag persons are present and proper signage is in place in accordance with MUTCD. The one lane condition shall be limited to a maximum of three (3) days.

All of streets shall be vacated for move out/in traffic on August 14<sup>th</sup> and 15<sup>th</sup>.

The contractor shall call Parking Utility Maintenance Supervisor (Dan Valenza, 266-4744), a minimum of seven (7) days in advance of when any existing parking facilities need to be removed.

The contractor shall call Parking Utility (John Villarreal, 267-8756), a minimum of three (3) days in advance of when any parking meter hoods are needed.

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

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times unless otherwise required.

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(s) with the affected property owner(s)/occupant(s) and only for times and durations which will minimize

impact on the property owner(s)/occupant(s). Driveways may need to be plated or High Early Strength concrete may need to be used to maintain access to driveways. Use of plates and high early strength concrete shall be considered incidental.

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

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

Contact Yang Tao, Traffic Engineering Division, 266-4815, with any questions concerning these traffic control specifications.

#### **SECTION 107.8      NOTIFICATION WHEN CLOSING STREET**

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

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

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The City of Madison Traffic Engineer shall have seven (7) working days to complete the signing and marking so that the street is ready to open to traffic. The Contractor shall leave all barricades in place until such time that the permanent pavement marking and signing has been installed by the City. The City shall notify the Contractor when the final pavement marking and signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

#### **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall begin work on **MAY 5, 2014**. The total time for completion of this contract is **ONE HUNDRED FIVE (105) CALENDAR DAYS**.

Work on the N Henry St. portion of this contract shall begin on or after **May 19, 2014**.

Once work begins on W. Mifflin St., all work on W. Mifflin St. shall be completed within **FIFTY (50) CALENDAR DAYS**.

Once work begins on N. Henry St., all work on N. Henry St. shall be completed within **FIFTY (55) CALENDAR DAYS**.

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, and the agreed upon date must be determined prior to the public preconstruction meeting.

#### **SECTION 109.2      LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages for failure to complete the work at any of the locations in section 109.2 of these Special Provisions in timeframes specified in said section shall be \$670. per calendar day. In the event that more than one project location is not completed in the timeframe



specified, the maximum fixed, agreed, and liquidated damages shall not exceed \$855. The fixed, agreed, and liquidated damages for failure to complete all work within the contract in the timeframe specified in Section 109.2 of these Special Provisions shall be \$855 per calendar day.

#### **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2014 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove a sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

#### **BID ITEM 20801 – SODDING**

##### **DESCRIPTION**

Work under this bid item shall consist of preparing sod beds, furnishing and installing sod in accordance with Article 208 of the City of Madison Standard Specifications for Public Works Construction and as supplemented below.

##### **MATERIALS**

All sod used under this contract shall be a tall fescue variety. The Contractor is responsible for choosing a fescue sod that will be appropriate for the site conditions. The sod must consist primarily of fescue grasses that will blend in with the surrounding non-disturbed lawn and will tolerate weekly mowings. Acceptable tall fescue varieties will be turf types only and include, but are not limited to: Grande II, ATM, 3<sup>rd</sup> Millennium SRP, Aggressor, Spyder LS, Firenza, and Wolfpack. Forage type varieties of fescue and Kentucky bluegrass sod varieties will be rejected.

The Contractor shall submit to the Engineer a spec sheet for the variety of fescue sod that is selected prior to the installation. Installation of the sod may only proceed after the variety of sod has been approved.

#### **ARTICLE 301 CONCRETE AND CONCRETE MATERIALS**

##### **HIGH EARLY STRENGTH CONCRETE**

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

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

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

501.2 Materials

501.3 Construction

#### **BID ITEM 30342 – 4'X8' TREE GRATE (INCLUDING FRAME)**

#### **BID ITEM 30343 – 5'X5' TREE GRATE (INCLUDING FRAME)**

Prior to installation of the tree grates, the Contractor shall verify the locations of the grates with the Engineer and City Forestry. Verification of the sites may include excavating the location down to the

depth of tree planting so that it may be inspected by the Engineer and City Forestry. This site verification shall be considered incidental to this bid item.

The Contractor shall maintain the tree grate support and safety measures until trees are planted in the new grates. It is anticipated that City Forestry will plant the new trees during the fall/early winter of 2014. The Contractor shall coordinate with City Forestry regarding the schedule of the planting and the removal of the safety/support measures.

## **SECTION 500                    SEWERS AND SEWER STRUCTURES**

### **SANITARY SEWER GENERAL**

The Sanitary Sewer designer for this project is Elia E. Acosta. She may be contacted at (608) 266-4096 or [eacosta@cityofmadison.com](mailto:eacosta@cityofmadison.com).

#### **Henry Street**

Sanitary sewer pipe work shall include installing approximately 404 feet of new 10" PVC SDR 35, and 203 feet of sanitary sewer lateral SDR 35 at locations that are specified on the plan set and in accordance with the Standard Specifications.

#### **Mifflin Street**

Sanitary sewer pipe work shall include installing approximately 299 feet of new 8" PVC SDR 35, 75 feet of new 10" PVC SDR 35, and 232 feet of sanitary sewer lateral SDR 35 at locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the City of Madison casting detail (see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction 2014 ed.). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

All sanitary sewer laterals shown on this plan were located by television inspection and City records only. No laterals were located with a locator device for this project.

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

## **ARTICLE 501 – STORM SEWER AND SEWER STRUCTURES GENERAL**

### **STORM SEWER GENERAL**

The Storm Sewer designer for this project is Elia E. Acosta. She may be contacted at (608) 266-4096 or [eacosta@cityofmadison.com](mailto:eacosta@cityofmadison.com).

#### **Henry Street**

Storm sewer pipe work shall include installing approximately 440 feet of new storm sewer of various sizes ranging from 12" to 15" at locations shown on the plan and in accordance with the Standard Specifications.

#### **Mifflin Street**

Storm sewer pipe work shall include installing approximately 37 feet of new 12" storm sewer at location specified on the plan set and in accordance with the Standard Specifications.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new

sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

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

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

#### **BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35)**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If the Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULO's) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares and 20' of curb and gutter removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

#### **BID ITEM 50354 – RECONNECT SANITARY LATERAL**

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

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

### **SECTION 601**

#### **ELECTRICAL, GENERAL REQUIREMENTS**

The City of Madison Traffic Engineering Division will remove existing lighting poles as necessary and install new poles and wire. The contractor shall cooperate fully with the City in staging the removal and

construction of conduit and structures so that street lights remain in service until new lights are operating. The existing underground street lighting conduit shall be protected during contractor's utility installation phases.

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

#### **SECTION 601.10      MATERIALS FURNISHED BY THE CITY OF MADISON**

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

3/4" x 24" Anchor Bolts: 44  
1" x 40" anchor bolts: 16  
Type 1 Electrical Handhole: 3

#### **ARTICLE 604**

#### **SECTION 604.3      CONSTRUCTION METHODS**

The LB-1 base shall be five feet deep.

#### **SECTION 701      PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

This project consists of water main improvements on W. Mifflin Street and N. Henry Street. A general outline of the work is as follows:

- N. Henry St.: This block will involve work to replace the existing 4-inch water main with new 12-inch main, and reconnection of all services on the street as shown on the plans.
- W. Mifflin St.: This block will involve work to replace the existing 4-inch water main with new 12-inch and 10-inch main, and reconnection of all services on the street as shown on the plans.

#### **SECTION 703      CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2014 Edition*.

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

- 318 W. Mifflin St. (Overture Parking Ramp)
  - Thomas Woznick  
608.264.9272
- 333 W. Mifflin St.
  - Katrina Borski  
608.256.2200  
kborski@sg-re.com

- 111 N. Broom St. (Capitol Centre Market)
  - Mike B.  
608.255.2616
- 127 N. Broom St. (Dorn True Value Hardware)
  - 608.256.0530
- 104 N. Carroll St.
- 107, 114, 116, 117, 119, 120, 134, 202, 204, 206, 208 W. Gorham St.
- 408 N. Henry St.
  - Steve Brown Apartments  
608.255.7100

#### **BID ITEM 90001 – DECOMPOSED GRANITE**

##### **DESCRIPTION**

This bid item is to provide decomposed granite for the tree openings where the trees are too large for tree grates. Provide uniform 4" depth to surface of tree opening. Full 4" depth may not be possible at all locations due to tree roots. Do not damage tree roots for installation of Decomposed Granite.

##### **MATERIALS**

Decomposed Granite is to be orange/red in color. Contractor shall submit sample to Engineer prior to ordering or installing.

##### **METHOD OF MEASUREMENT**

Decomposed Granite shall be measured by square foot of installed material.

##### **BASIS OF PAYMENT**

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

#### **BID ITEM 90002 – REMOVE, SALVAGE AND REINSTALL BENCH**

##### **DESCRIPTION**

This Bid Item includes all labor, equipment and incidentals necessary to Remove, Salvage and Reinstall the bench at the location indicated on the plans.

The Contractor shall remove the bench without causing any damage to the bench; if the Contractor causes any damage to the bench, it shall be repaired at no additional cost to the City. Once removed, the Contractor shall store the bench in a secure location from the time it is removed and until it is reinstalled. It is the Contractor's responsibility to ensure that the bench is not stolen or lost while it is removed. If the bench is stolen or lost, the Contractor shall replace the bench at no additional cost to the City.

The Contractor shall reinstall the bench in the same manner that the bench is currently installed. The bench is mostly likely secured to the concrete by the use of bolts.

##### **METHOD OF MEASUREMENT**

Remove, Salvage and Reinstall Bench shall be measured by the Each unit acceptably completed.

## **BASIS OF PAYMENT**

Remove, Salvage and Reinstall Bench, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, hauling and incidentals necessary to acceptably complete the work as described.

## **BID ITEM 90003 – TEMPORARY CROSSWALK**

### **DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material.

### **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

### **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing the temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

### **METHOD OF MEASUREMENT**

The department will measure Temporary Crosswalk as Each Temporary Crosswalk acceptably installed, maintained and removed in a single location.

### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90004 – FENCE SAFETY**

### **DESCRIPTION**

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

### **MATERIALS**

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

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1 inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

## **CONSTRUCTION**

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

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

## **METHOD OF MEASUREMENT**

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

## **BASIS OF PAYMENT**

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

## **BID ITEM 90030 - RECONSTRUCT STORM STRUCTURE**

### **DESCRIPTION**

Work under this item shall include removing the roof and any adjustment from an existing storm structure, lowering the walls up to eight (8) inches, constructing a new roof, to accommodate a standard R-3067-7004 City of Madison casting (casting is included as part of this item), and installation of the new casting to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. This item includes all materials, incidentals, and labor required to complete the work.

### **METHOD OF MEASUREMENT**

Reconstruct storm structure shall be measured as each structure reconstruction is complete.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90031 – FLUID THERMAL BACKFILL ATC CROSSING**

### **DESCRIPTION**

Work under this bid item shall include placing Fluid Thermal Backfill around ATC's 69KV lines located on West Mifflin St. in order to install the proposed sanitary sewer laterals and water main improvements. This bid item is intended to be utilized by each of the City utilities proposing crossings of the ATC's existing 69KV line included mainline and laterals.

#### **A. Materials**

The slurry shall conform to the following one (1) cubic yard mix:

30 lb	Type I Portland Cement
240 lb	Class C Fly Ash
1870 lb	Medium Aggregate (3/8" pea gravel)
1570 lb	Concrete Sand – 4100 (ASTM C-33)
320 lb	Water
200 psi	Compressive Strength (28 days)

#### **Notes:**

1. No air entraining agent will be allowed to be used with the mix design
2. All design aggregate batch weights are saturated surface dry
3. Aggregate batch weights will be adjusted for free moisture at time of mixing
4. Admixture quantity may be varied within manufacturers recommended dosage to provide desired results

Contractor shall use suppliers of Fluid Thermal Backfill that have been previously approved by ATC or an approved equal. Obtain ATC's approval of other suppliers prior to supplying the mix. Approved suppliers of Fluid Thermal Backfill include:

Wingra Redi-Mix Inc;  
P.O. Box 44284  
2975 Kapec Rd  
Madison, WI 53744  
Web Site: [www.wingrastone.com](http://www.wingrastone.com)  
Central Dispatch Tel.: 608-271-9388  
Toll Free Tel.: 800-249-6908  
ATC Approved Thermal Flowable Backfill: Wingra Mix No. 912

Lycon, Inc.;  
1110 Harding St.  
Janesville, WI 53545  
Tel.: (608) 754-7701 / (800) 262-8604  
Web Site: [www.lyconinc.com](http://www.lyconinc.com)  
14 plants in South Central Wisconsin  
Central Dispatch Tel.: 608-251-0073  
Toll Free Tel.: 800-955-8758 / (800) 955-7702  
ATC Approved Thermal Flowable Backfill: Lycon Prod. # 956087S (M&M #748)

Prairie Materials  
12005 West Hampton Avenue  
Milwaukee, WI 53225  
Phone: 414-258-1985  
414-258-7000  
Fax: 414-258-4960  
Website: [www.prairie.com](http://www.prairie.com)  
ATC Approved Thermal Flowable Backfill: Prairie Materials Mix No. MX10386



## **B. Construction Methods**

Work shall be completed in accordance of ATC's utility crossing requirements. Mix design and installation method will be in accordance with the materials section or ATC's requirements.

Each concrete truck will provide a batch mixture ticket prior to material placement. If a truck driver does not have the batch mixture ticket, that load will be rejected. During and prior to placement, take all necessary precautions not allow the Fluid Thermal Backfill material to segregate.

Contractor shall remove all debris and standing water from the trench prior to the placement of the Fluid Thermal Backfill.

If the Fluid Thermal Backfill is being placed around coated pipes, contractor shall not dump material directly on the pipe; use a baffle, such as a sheet of plywood or similar method, to deflect the fill material.

Contractor shall use appropriate methods to eliminate the occurrence of air voids around duct banks. If vibration is used, do so in a manner such that the vibration does not affect the integrity of conduit, pipe or cable system and that there is no segregation of the materials.

Prior to installing the Fluid Thermal Backfill, Contractor shall ensure that the conduits/pipes are suitably anchored so that they do not float.

Contractor shall remove any shoring or sheeting from the trench no later than one hour after the Fluid Thermal Backfill has been placed so that the material is still in a semi-fluid state.

If freezing temperatures are expected to occur during the placement or curing of the Fluid Thermal Backfill Contractor shall implement any necessary precautions to prevent the material from freezing.

## **METHOD OF MEASUREMENT**

Fluid Thermal Backfill ATC Crossing shall be measured by each completed utility crossing. The amount of Fluid Thermal Backfill is estimated to be one cubic yard per crossing. Any additional Fluid Thermal Backfill used will be considered incidental to the contract unit bid price. No extra compensation will be granted for alternate mix design/backfill installation method called for by ATC.

## **BASIS OF PAYMENT**

Fluid Thermal Backfill ATC Crossing shall be paid for at contract price which shall be full payment for all work, materials, and incidentals necessary to complete the work in accordance with the description and as shown on the plan set. Payment is full compensation for all excavation; disposing of excess material; furnishing and placing backfill; and for furnishing all the labor, tools, equipment, and incidentals necessary to complete the contract work.

### **BID ITEM 90121 LB1 SLANTED BASE**

The top 12" of the base shall be installed vertical. The base may be slanted up to 30-degrees from vertical to avoid an underground utility line or other unmovable obstruction, but only when authorized and approved by the City Electrical Inspector. The contractor shall bend the anchor bolts and rebar to the same degree as the slant of the base. All other aspects of the standard specification for LB-1 base, bid item 60401 shall apply.

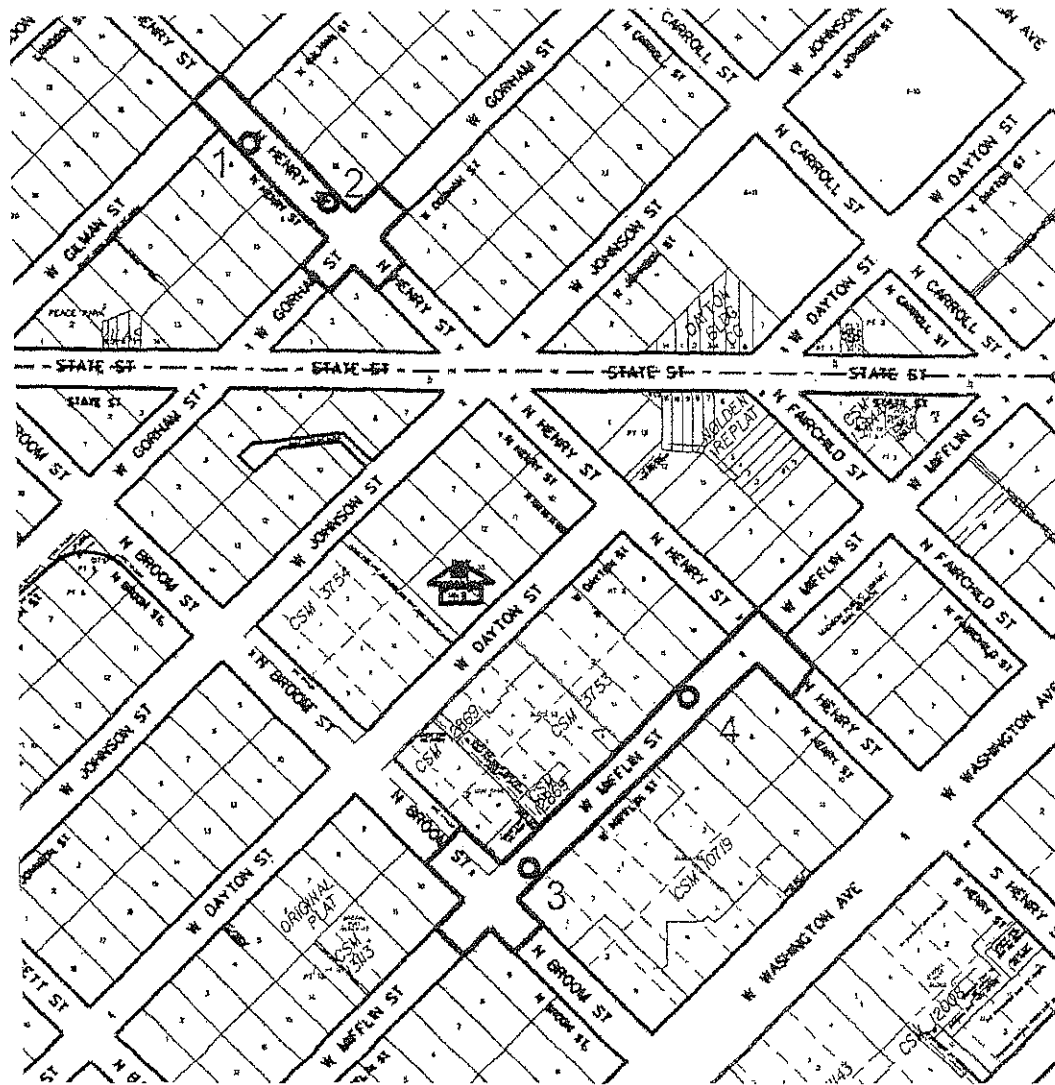
### **BID ITEM 90122 LB3 SLANTED BASE**

The top 12" of the base shall be installed vertical. The base may be slanted up to 30-degrees from vertical to avoid an underground utility line or other unmovable obstruction, but only when authorized and approved by the City Electrical Inspector. The contractor shall bend the anchor bolts and rebar to the same degree as the slant of the base. All other aspects of the standard specification for LB-3 base, bid item 60403 shall apply.

**BID ITEM 90160 – SALVAGE EXISTING VALVE OR FITTING**

After the connected existing water main has been abandoned, expose and remove the specified valve or fitting and salvage for the Madison Water Utility.

Capping or plugging the existing abandoned water main shall be included in this work.



# Legend

● Denotes Boring Location (approximate)



# Notes

1. Soil borings performed by Badger State Drilling in October 2013

DWN: -

APP'D: MNS

Date: 11/13

C13064-12

CGC, Inc.

SOIL BORING LOCATION PLAN  
West Mifflin Street and North Henry Street  
Madison, Wisconsin






# LOG OF TEST BORING

Project W. Mifflin Street & N. Henry Street  
Henry: 60' SE of Gilman, 12' NE of Centerline  
Location Madison, Wisconsin

Boring No. 1  
Surface Elevation (ft) 102.1\*  
Job No. C13064-12  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES						
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI	
						 6 in. Asphalt Pavement/7 in. Base Course Stiff, Brown Lean CLAY (CL)						
1		0	M	7								
2		18	M	7		 Medium Dense, Light Brown Fine to Coarse SAND, Trace Silt (SP)	(1.25-1.5)					
3		10	M	30								
						 Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles (SM)						
4		18	M	29								
						Very Dense at 14 ft						
5		3	M	50/6"		End of Boring at 14 ft due to spoon refusal on presumed cobble						
						Borehole Backfilled with bentonite chips  * Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Gorham and Henry.						

## WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling ☒ NW  
Time After Drilling \_\_\_\_\_  
Depth to Water \_\_\_\_\_  
Depth to Cave in \_\_\_\_\_

## GENERAL NOTES

Start 12/1/09 End 12/1/09  
Driller J&J Chief JP Rig CME-45  
Logger JP Editor ESF  
Drill Method 2.25" HSA

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



# LOG OF TEST BORING

Project W. Mifflin Street & N. Henry Street  
Henry: 100'NW of Gorham, 5'NE of Centerline  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 98.6\*  
 Job No. C13064-12  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TH DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					7" Asphalt Pavement/6.5" Concrete Pavement					
1		10	M	10	FILL: Brown Clay Mixed with Sand and Gravel					
2		12	M	21	Medium Dense to Very Dense, Brown Fine to Medium Sand, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3		10	M	27						
4		18	M	50/5"						
5		2	M	50/5"						
					End of Boring at 14 ft Backfilled with Bentonite Chips and Asphalt Patch					
					* Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Gorham and Henry.					

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

While Drilling ☒ NW Upon Completion of Drilling NW  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 10/17/13 End 10/17/13  
 Driller BSD Chief MC Rig CME-55  
 Logger KD Editor ESF  
 Drill Method 2.25" HSA

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

**CGC Inc.**

# LOG OF TEST BORING

Project W. Mifflin Street & N. Henry Street  
Mifflin: 120' NE of Broom, 9' SE of Centerline  
 Location Madison, Wisconsin

Boring No. 3  
 Surface Elevation (ft) 98.9\*  
 Job No. C13064-12  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (in.)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					5.5" Asphalt Pavement/8" Base Course					
1	18	M	9		FILL: Brown Silty Sand with Gravel					
					Medium Stiff, Gray-Brown Lean CLAY (CL)	(0.75)				
2	16	M	9		Stiff, Brown Lean CLAY; Little to Some Sand (CL)	(1.75)				
3	18	M	8							
					Loose, Brown Fine to Medium SAND; Some Silt and Clay (SM/SC)					
4	18	M	14		Medium Dense, Brown Fine SAND; Trace to Little Silt (SP/SP-SM)					
5	18	W	14							
					End of Boring at 15 ft. Backfilled with Bentonite Chips and Asphalt Patch					
					* Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Broom and Mifflin.					

## WATER LEVEL OBSERVATIONS

While Drilling 13.5' Upon Completion of Drilling 12.0'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

## GENERAL NOTES

Start 10/17/13 End 10/17/13  
 Driller BSD Chief MC Rig CME-55  
 Logger KD Editor ESF  
 Drill Method 2.25" HSA

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



# LOG OF TEST BORING

Project W. Mifflin Street & N. Henry Street  
Mifflin: 160' SW of Henry, 10' SE of Centerline  
Location Madison, Wisconsin

Boring No. 4  
Surface Elevation (ft) 105.3\*  
Job No. C13064-12  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
						7" Asphalt Pavement/12" Base Course					
1	AS	0	M	8		Medium Stiff to Stiff, Brown Lean CLAY (CL) (Possible Fill)	(1.0)				
2		12	M	2		Stiff, Gray-Brown Mottled Lean CLAY; Trace Sand (CL)	(1.25)				
3		10	M	13		Medium Dense, Brown Fine to Medium SAND; Some Silt and Gravel (SM)	(1.5)				
4		14	M	11		Medium Dense, Brown Fine SAND; Little to Some Silt, Occasional Lenses of Silt (SP-SM/SM)					
5		16	M	25		End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch					
						* Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Broom and Mifflin.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	NW	Start	10/13/13	End	10/13/13	
Time After Drilling					Driller	BSD	Chief	MC	Rig CME-55
Depth to Water					Logger	KD	Editor	ESF	
Depth to Cave in					Drill Method	2.25"	HSA		
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									





SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE 7243

CONTRACT NO. N HENRY ST AND W MIFFLIN ST ASSMT DIST 2014

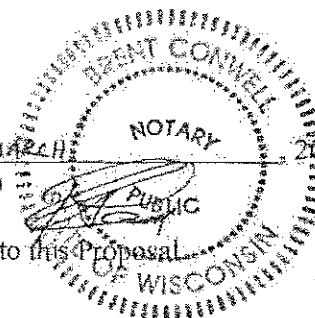
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2014 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. — through — issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of CAPITOL UNDERGROUND, 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 SUN PRAIRIE State of WISCONSIN that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]  
SIGNATURE

P.M. / EST.  
TITLE, IF ANY

Sworn and subscribed to before me this 7<sup>TH</sup> day of MARCH, 2014  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 7/10/16  
Bidders shall not add any conditions or qualifying statements to this Proposal



**Contract #7243 – Capitol Underground, Inc.**

**Section F: Disclosure of Ownership and Best Value Contracting**

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

☒ Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

### **Best Value Contracting**

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

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

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

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

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

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

☐ Contractor has been in business less than one year.

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

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

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

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

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

N HENRY AND W MIFFLIN ASSMT DIST 2014

CONTRACT NO. 7243

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

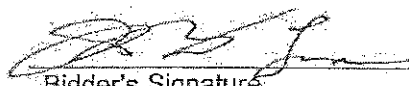
Company: CAPETOL UNDERGROUND, INC.  
Address: 782 LOIS DR SUND PRARIE, ILL 60590  
Telephone Number: (609) 318-1595 Fax Number: (609) 318-1589  
Contact Person/Title: BRENT CONWELL / CONTROLLER

Prime Bidder Certification

I, JAMES LEE, PROJECT MANAGER of  
Name Title  
CAPETOL UNDERGROUND, INC. certify that the information  
Company

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

  
Witness Signature

  
Bidder's Signature

3/7/14  
Date



NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2014  
 CONTRACT #7243  
 DATE: MARCH 7, 2014

		Capitol Underground, Inc.		
Item		Quantity	Price	Extension
10701.1 - TRAFFIC CONTROL (HENRY) - LUMP SUM		1.00	\$2,000.00	\$2,000.00
10701.2 - TRAFFIC CONTROL (MIFFLIN) - LUMP SUM		1.00	\$2,000.00	\$2,000.00
10801.0 - ROOT CUTTING - CURB & GUTTER - L.F.		50.00	\$10.80	\$540.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.		35.00	\$10.80	\$378.00
10911.1 - MOBILIZATION (HENRY) - LUMP SUM		1.00	\$13,900.00	\$13,900.00
10911.2 - MOBILIZATION (MIFFLIN) - LUMP SUM		1.00	\$15,200.00	\$15,200.00
20101.0 - EXCAVATION CUT	- C.Y.	1900.00	\$20.95	\$39,805.00
20130.0 - UNDERDRAIN - L.F.		85.00	\$32.49	\$2,761.65
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) S.Y.		650.00	\$1.90	\$1,235.00
20219.0 - BREAKER RUN	- TON	650.00	\$11.88	\$7,722.00
20221.0 - TOPSOIL - S.Y.		510.00	\$5.00	\$2,550.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH (UNDISTRIBUTED) - L.F.		250.00	\$2.25	\$562.50
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.		335.00	\$2.25	\$753.75
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.		3000.00	\$4.50	\$13,500.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.		1430.00	\$3.97	\$5,677.10
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.		6175.00	\$1.46	\$9,015.50
20327.0 - REMOVE TREE GRATE - EACH		4.00	\$197.93	\$791.72
20401.0 - CLEARING - I.D.		18.00	\$25.00	\$450.00
20402.0 - GRUBBING - I.D.		18.00	\$25.00	\$450.00
20701.0 - TERRACE SEEDING - S.Y.		60.00	\$3.00	\$180.00
20801.0 - SODDING - S.Y.		450.00	\$5.00	\$2,250.00
20850.0 - SOD DROUGHT WATERING - EACH		2.00	\$1,000.00	\$2,000.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.		60.00	\$3.00	\$180.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.		1120.00	\$18.60	\$20,832.00
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.		30.00	\$20.60	\$618.00
30208.0 - HAND FORMED CURB & GUTTER (TREE LOCATIONS) - L.F.		120.00	\$24.60	\$2,952.00
30301.0 - 5" CONCRETE SIDEWALK - S.F.		6550.00	\$4.80	\$31,440.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.		1775.00	\$6.30	\$11,182.50
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.		88.00	\$25.00	\$2,200.00
30342.0 - TREE GRATE 4'X8' (INCLUDING FRAME) - EACH		7.00	\$3,206.79	\$22,447.53
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON		1000.00	\$12.91	\$12,910.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON		1675.00	\$13.29	\$22,260.75
40202.0 - HMA PAVEMENT TYPE E-1 - TON		1020.00	\$65.72	\$67,034.40
90001.0 - DECOMPOSED GRANITE - S.F.		665.00	\$3.37	\$2,241.05
90002.0 - REMOVE, SALVAGE AND REINSTALL BENCH - EACH		1.00	\$820.82	\$820.82
90003.0 - TEMPORARY CROSSWALK - EACH		2.00	\$1,071.40	\$2,142.80
90004.0 - FENCH SAFETY (UNDISTRIBUTED) - L.F.		300.00	\$2.73	\$819.00
20217.0 - CLEAR STONE - TON		200.00	\$4.00	\$800.00
21001.1 - EROSION CONTROL PLAN & IMPLEMENTATION (HENRY) - LUMP SUM		1.00	\$810.00	\$810.00
21001.2 - EROSION CONTROL PLAN & IMPLEMENTATION (MIFFLIN) - LUMP SUM		1.00	\$810.00	\$810.00
21002.0 - EROSION CONTROL INSPECTION - EACH		20.00	\$10.00	\$200.00
21011.0 - CONSTRUCTION ENTRANCE - EACH		2.00	\$292.99	\$585.98
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH		2.00	\$292.99	\$585.98
21013.1 - STREET SWEEPING (HENRY) - LUMP SUM		1.00	\$1,617.40	\$1,617.40
21013.2 - STREET SWEEPING (MIFFLIN) - LUMP SUM		1.00	\$1,470.36	\$1,470.36

NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2014  
 CONTRACT #7243  
 DATE: MARCH 7, 2014

Capitol Underground, Inc.			
Item	Quantity	Price	Extension
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	1.00	\$272.69	\$272.69
21024.0 - SILT SOCK (12 INCH) - COMPLETE - LF	140.00	\$5.00	\$700.00
21036.0 - INLET PROTECTION TYPE C MODIFIED - PROVIDE & INSTALL - EACH	1.00	\$132.00	\$132.00
21037.0 - INLET PROTECTION TYPE C MODIFIED - MAINTAIN - EACH	1.00	\$24.00	\$24.00
21038.0 - INLET PROTECTION, TYPE C MODIFIED - REMOVE - EACH	1.00	\$26.40	\$26.40
21052.0 - POLYMER STABILIZATION - S.Y.	1400.00	\$0.80	\$1,120.00
21056.0 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	17.00	\$144.00	\$2,448.00
21057.0 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EACH	17.00	\$24.00	\$408.00
21058.0 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EACH	17.00	\$26.40	\$448.80
50401.0 - 12 INCH STORM SEWER PIPE - LF	37.00	\$45.21	\$1,672.77
50411.0 - 12 INCH RCP STORM SEWER PIPE - L.F.	172.00	\$56.53	\$9,723.16
50741.0 - TYPE H INLET - EACH	8.00	\$1,492.42	\$11,939.36
10702.1 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION (HENRY) - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10702.2 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION (MIFFLIN) - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10912.1 - MOBILIZATION FOR STORM SEWER INSTALLATION (HENRY) - LUMP SUM	1.00	\$3,100.00	\$3,100.00
10912.2 - MOBILIZATION FOR STORM SEWER INSTALLATION (MIFFLIN) - LUMP SUM	1.00	\$2,700.00	\$2,700.00
20313.0 - REMOVE INLET - EACH	3.00	\$339.77	\$1,019.31
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	477.00	\$0.10	\$47.70
50412.0 - 15 INCH RCP STORM SEWER PIPE - L.F.	268.00	\$58.17	\$15,589.56
50792.0 - STORM SEWER TAP - EACH	4.00	\$642.59	\$2,570.36
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	3.00	\$1,199.58	\$3,598.74
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$2,199.40	\$2,199.40
90030.0 - RECONSTRUCT STORM STRUCTURE - EACH	1.00	\$2,013.01	\$2,013.01
10704.1 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION (HENRY) - LUMP SUM	1.00	\$725.00	\$725.00
10704.2 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION (MIFFLIN) - LUMP SUM	1.00	\$725.00	\$725.00
10914.1 - MOBILIZATION FOR SANITARY SEWER INSTALLATION (HENRY) - LUMP SUM	1.00	\$3,100.00	\$3,100.00
10914.2 - MOBILIZATION FOR SANITARY SEWER INSTALLATION (MIFFLIN) - LUMP SUM	1.00	\$3,800.00	\$3,800.00
20311.0 - REMOVE SAS - EACH	5.00	\$407.73	\$2,038.65
20336.0 - PIPE PLUG - EACH	2.00	\$12.00	\$24.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINES - EACH	3.00	\$800.90	\$2,402.70
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	1213.00	\$0.10	\$121.30
50301.0 - 8" PVC SEWER PIPE (SDR 35) - L.F.	299.00	\$80.27	\$24,000.73
50302.0 - 10" PVC SEWER PIPE (SDR 35) - L.F.	479.00	\$98.38	\$47,124.02
50353.0 - SANITARY SEWER LATERAL (SDR 35) - L.F.	435.00	\$31.40	\$13,659.00
50354.0 - RECONNECT SANITARY SEWER LATERAL - EACH	15.00	\$1,578.78	\$23,681.70
50361.0 - WASTEWATER CONTROL - EACH	2.00	\$3,073.15	\$6,146.30
50390.0 - SEWER ELECTRONIC MARKERS - EACH	30.00	\$23.40	\$702.00
50701.0 - 4' DIAMETER SAS - EACH	3.00	\$2,333.93	\$7,001.79
50791.0 - SANITARY SEWER TAP - EACH	7.00	\$1,357.55	\$9,502.85



NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2014  
 CONTRACT #7243  
 DATE: MARCH 7, 2014

Item	Quantity	Capitol Underground, Inc.	
		Price	Extension
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	50.00	\$4.00	\$200.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	150.00	\$5.20	\$780.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	80.00	\$5.90	\$472.00
60813.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 8-INCH - L.F.	400.00	\$7.00	\$2,800.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	160.00	\$7.50	\$1,200.00
60818.0 - PAVEMENT MARKING EPOXY, 24-INCH, STOP LINE, WHITE - L.F.	130.00	\$10.50	\$1,365.00
90031.0 - FLUID THERMAL BACKFILL ATCH CROSSING - EACH	3.00	\$520.79	\$1,562.37
40301.0 - FULL WIDTH GRINDING - S.Y.	615.00	\$12.70	\$7,810.50
10703.1 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION (HENRY) - LUMP SUM	1.00	\$100.00	\$100.00
10703.2 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION (MIFFLIN) - LUMP SUM	1.00	\$100.00	\$100.00
10913.1 - MOBILIZATION FOR WATER MAIN INSTALLATION (HENRY) - LUMP SUM	1.00	\$2,000.00	\$2,000.00
10913.2 - MOBILIZATION FOR WATER MAIN INSTALLATION (MIFFLIN) - LUMP SUM	1.00	\$7,200.00	\$7,200.00
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	40.00	\$79.91	\$3,196.40
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	40.00	\$84.72	\$3,388.80
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	20.00	\$92.89	\$1,857.80
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	480.00	\$90.58	\$43,478.40
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	480.00	\$134.59	\$64,603.20
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	1.00	\$1,268.18	\$1,268.18
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	2.00	\$1,314.60	\$2,629.20
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	1.00	\$2,655.78	\$2,655.78
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	4.00	\$3,025.98	\$12,103.92
70040.0 - FURNISH AND INSTALL HYDRANT - EACH	2.00	\$4,032.41	\$8,064.82
70056.0 - EXTEND AND RECONNECT 1-INCH SERVICE LATERAL - L.F.	50.00	\$58.23	\$2,911.50
70058.0 - EXTEND AND RECONNECT 2-INCH SERVICE LATERAL - L.F.	15.00	\$128.97	\$1,934.55
70059.0 - DISCONNECT / RECONNECT 1-INCH SERVICE LATERAL - EACH	3.00	\$850.24	\$2,550.72
70060.0 - DISCONNECT / RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$1,223.90	\$1,223.90
70070.0 - SELECT FILL - SAND FOR WATER - L.F.	1060.00	\$0.10	\$106.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	7.00	\$1,275.10	\$8,925.70
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$956.32	\$956.32
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	8.00	\$1,317.78	\$10,542.24
70090.0 - ABANDON WATER VALVE BOX - EACH	6.00	\$339.77	\$2,038.62
70091.0 - ABANDON HYDRANT - EACH	1.00	\$679.55	\$679.55
70092.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	4.00	\$212.36	\$849.44
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	40.00	\$20.94	\$837.60
70104.0 - ADJUST WATER VALVE BOX - EACH	4.00	\$83.50	\$334.00
70107.0 - REMOVAL OF EXCESS AMOUNTS OF BOULDERS - C.Y.	25.00	\$56.40	\$1,410.00
90160.0 - SALVAGE VALVE OR FITTING - EACH	8.00	\$254.83	\$2,038.64
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	500.00	\$6.25	\$3,125.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	300.00	\$6.00	\$1,800.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	400.00	\$5.50	\$2,200.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT - L.F.	100.00	\$20.00	\$2,000.00
60401.0 - CONSTRUCT LB-1 BASE - EACH	11.00	\$500.00	\$5,500.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	4.00	\$750.00	\$3,000.00

NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT - 2014  
 CONTRACT #7243  
 DATE: MARCH 7, 2014

Capitol Underground,  
 Inc.

Item	Quantity	Price	Extension
60421.0 - REMOVE STREET LIGHT BASE - EACH	7.00	\$100.00	\$700.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	3.00	\$1,200.00	\$3,600.00
90121.0 - LB1 SLANTED BASE - EACH	1.00	\$800.00	\$800.00
90122.0 - LB3 SLANTED BASE - EACH	1.00	\$1,000.00	\$1,000.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	200.00	\$6.25	\$1,250.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	250.00	\$6.00	\$1,500.00
90123.0 - BASE FOR MULTI SPACE PARKING METERS - EACH	5.00	\$800.00	\$4,000.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$190.06	\$570.18
50801.0 - UTILITY LINE OPENING (ULO) - EACH	13.00	\$531.08	\$6,904.04
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	185.00	\$76.88	\$14,222.80
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	880.00	\$5.50	\$4,840.00
60261.0 - ELECTRICAL TRENCH - L.F.	1700.00	\$2.00	\$3,400.00

Contract Totals

\$ 805,778.26



Department of Public Works  
**City Engineering Division**

Larry D. Nelson, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
608 264 9275 FAX  
1 866 704 2315 Textnet

608 266 4751

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

Principal Engineers  
Michael R. Dailey, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahmeyer, P.E.  
Gregory T. Fries, P.E.

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

Operations Supervisor  
Kathleen M. Cryan

Hydrogeologist  
Joseph L. DeMorett, P.G.

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

Financial Officer  
Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Capitol Underground, Inc.

(a corporation of the State of Wisconsin)

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

Western Surety Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2014 through January 31, 2016.

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

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

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

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

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

**PRINCIPAL**

CAPITOL UNDERGROUND, INC. December 9, 2013  
COMPANY NAME AFFIX SEAL DATE

By: *Handwritten Signature*  
SIGNATURE AND TITLE President

**SURETY**

WESTERN SURETY COMPANY December 9, 2013  
COMPANY NAME AFFIX SEAL DATE

By: *Handwritten Signature*  
SIGNATURE AND TITLE John W. Walsh, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 168955 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 9, 2013  
DATE

*Handwritten Signature*  
AGENT John W. Walsh  
c/o Cobb Strecker Dunphy & Zimmermann, Inc.  
4726 East Towne Blvd, Ste. 230  
ADDRESS

Madison, WI 53704  
CITY, STATE AND ZIP CODE

608-242-2550  
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.

Project:

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)
February 1, 2014 to January 31, 2016
NAME OF SURETY
Western Surety Company
NAME OF CONTRACTOR
Capitol Underground, Inc.
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

Dec. 9, 2013

DATE

# 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

**Betsy K Wright, John W Walsh, Individually**

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

**- In Unlimited Amounts -**

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

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

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



WESTERN SURETY COMPANY

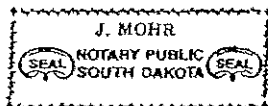
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of December, 2013



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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





## SECTION H: AGREEMENT

THIS AGREEMENT made this 9th day of April in the year Two Thousand and Fourteen between CAPITOL UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted APRIL 8, 2014, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT- 2014 CONTRACT NO. 7243

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of EIGHT HUNDRED FIVE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY-SIX CENTS (\$805,778.26) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

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

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

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

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

#### Article VIII

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


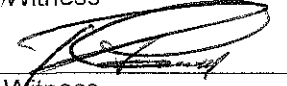
#### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

**NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-  
2014  
CONTRACT NO. 7243**

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:

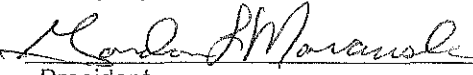
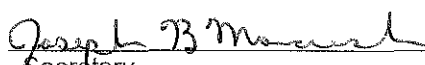
  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

4/9/14  
Date

4/9/14  
Date

**CAPITOL UNDERGROUND, INC.**

Company Name

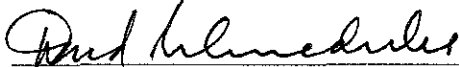
  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

4/9/14  
Date

4-9-14  
Date

CITY OF MADISON, WISCONSIN

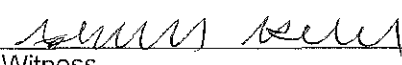
Provisions have been made to pay the liability that will accrue under this contract.

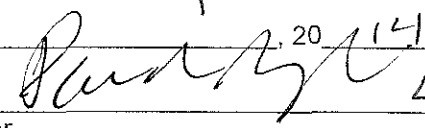
  
\_\_\_\_\_  
Finance Director

Approved as to form:

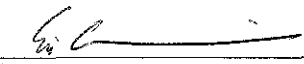
  
\_\_\_\_\_  
City Attorney


Signed this 27<sup>th</sup> day of April

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mayor

4/27/2014  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
City Clerk

4/11/2014  
Date





**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we CAPITOL UNDERGROUND, INC. as principal, and  
WESTERN SURETY COMPANY

Company of Chicago, IL as surety, are held and firmly bound unto the City of  
 Madison, Wisconsin, in the sum of EIGHT HUNDRED FIVE THOUSAND SEVEN HUNDRED SEVENTY-  
 EIGHT DOLLARS AND TWENTY-SIX CENTS (\$805,778.26), lawful money of the United States, for the  
 payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors  
 and administrators firmly by these presents.

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

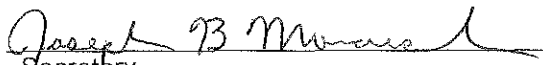
**NORTH HENRY STREET AND WEST MIFFLIN STREET ASSESSMENT DISTRICT-  
 2014  
 CONTRACT NO. 7243**

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

Signed and sealed this 9th day of April, 2014

Countersigned:

  
 Witness

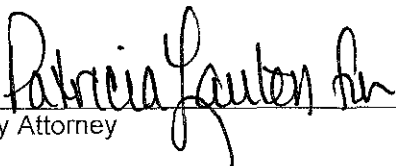
  
 Secretary

CAPITOL UNDERGROUND, INC.

Company Name (Principal)

  
 President Seal

Approved as to form:

  
 City Attorney

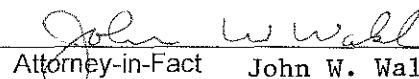
WESTERN SURETY COMPANY

Surety

Seal

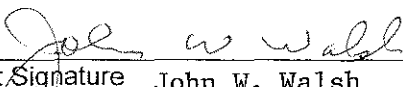
☐ Salary Employee ☒ Commission

By

  
 Attorney-in-Fact John W. Walsh

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
 License No. 168955 for the year 2014, and appointed as attorney-in-fact with  
 authority to execute this payment and performance bond which power of attorney has not been revoked.

April 9, 2014  
 Date

  
 Agent Signature John W. Walsh



# 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

**Betsy K Wright, John W Walsh, Individually**

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

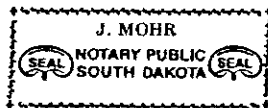
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

## SECTION J: PREVAILING WAGE RATES

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# PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 1/6/2014

**DETERMINATION NUMBER:** 201400001

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. If NOT, You MUST Reapply.

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

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MADISON-ENGINEERING

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- 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;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
<b>DOT PREMIUM:</b>	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.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.48	15.90	46.38
102	Boilermaker Future Increase(s): Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on 01/01/2016	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter	30.48	15.90	46.38
106	Carpet Layer or Soft Floor Coverer	30.48	15.90	46.38
107	Cement Finisher	31.58	16.13	47.71
108	Drywall Taper or Finisher	24.80	16.60	41.40
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.07	19.25	53.32
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	24.72	0.00	24.72
112	Fire Sprinkler Fitter	36.07	18.73	54.80
113	Glazier	38.03	13.42	51.45
114	Heat or Frost Insulator	33.68	24.31	57.99
115	Insulator (Batt or Blown)	15.00	9.50	24.50
116	Ironworker	31.25	19.46	50.71
117	Lather	30.48	15.90	46.38



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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	28.74	17.27	46.01

**TRUCK DRIVERS**

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

**LABORERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.21	14.63	38.84
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper	21.01	9.37	30.38
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.01	13.63	34.64
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.33	13.65	31.98
314	Railroad Track Laborer	23.46	3.30	26.76
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs.; Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).	33.42	18.96	52.38
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	32.89	18.96	51.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
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.	38.80	18.98	57.78
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.	34.50	18.98	53.48

507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	18.98	53.48
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**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

**Fringe Benefits Must Be Paid On All Hours Worked**

<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY \$</b>	<b>HOURLY FRINGE BENEFITS \$</b>	<b>TOTAL \$</b>
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
509	Backhoe (Track Type) Having a Mfg's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).	36.35	6.95	43.30
510	Backhoe (Track Type) Having a Mfg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	33.42	18.96	52.38
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85

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

**SEWER, WATER OR TUNNEL CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.10	18.40	53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	42.45	16.71	59.16
137	Teledata Technician or Installer	21.89	11.85	33.74

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	18.98	57.78
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

## TRUCK DRIVERS

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

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.60	14.62	40.22
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
521	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	53.58
522	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).	33.42	18.96	52.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85



Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	24.19	17.89	42.08
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	18.98	57.78
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	18.98	53.48
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	18.98	53.48

**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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	30.48	15.90	46.38
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.07	19.25	53.32
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	21.87	11.37	33.24
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Roofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39

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

## TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	34.22	19.90	54.12
203	Three or More Axle Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.52	17.77	42.29
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/14; Add \$1.25/hr on 6/1/15; Add \$1.30/hr on 6/1/16; Add \$1.25/hr on 6/1/17. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	29.27	20.40	49.67
205	Pavement Marking Vehicle	23.31	17.13	40.44
206	Shadow or Pilot Vehicle	34.22	19.90	54.12
207	Truck Mechanic	23.31	17.13	40.44

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.32	14.63	43.95
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.32	14.63	43.95
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	25.67	14.63	40.30
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	36.72	20.40	57.12
532	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	36.22	20.40	56.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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 Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.72	20.40	56.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.46	20.40	55.86
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.17	20.40	55.57
536	Fiber Optic Cable Equipment.	26.69	16.65	43.34
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	18.98	57.78

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	18.98	53.48
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	34.50	18.98	53.48



**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	32.93	19.93	52.86
107	Cement Finisher	31.48	15.68	47.16
109	Electrician	31.27	22.81	54.08
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Roofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	18.98	57.78
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	17.00	0.00	17.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	17.00	0.00	17.00

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	28.07	13.25	41.32
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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 \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	36.72	20.40	57.12
542	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	36.22	20.40	56.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfg. 's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.72	20.40	56.12
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 Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.79	53.75
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.	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	18.98	57.78
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	18.98	53.48
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	18.98	53.48

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	35.12	18.46	53.58
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	36.22	20.40	56.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	32.89	18.96	51.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	33.67	19.48	53.15
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

**RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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

**SKILLED TRADES**

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
125	Pavement Marking Operator	30.00	0.00	30.00
129	Plasterer	25.00	0.00	25.00
130	Plumber	30.00	10.62	40.62
132	Refrigeration Mechanic	19.75	8.56	28.31
133	Roofer or Waterproofer	17.00	3.72	20.72
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	31.72	16.10	47.82
137	Teledata Technician or Installer	24.75	8.09	32.84
138	Temperature Control Installer	22.50	0.70	23.20
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.77	16.50	40.27
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	32.50	3.21	35.71
146	Well Driller or Pump Installer	27.60	5.80	33.40
147	Siding Installer	20.18	0.00	20.18

**TRUCK DRIVERS**

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

**LABORERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	18.14	10.16	28.30
302	Asbestos Abatement Worker	17.00	3.86	20.86



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

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver; Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	29.70	20.08	49.78
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	29.70	16.00	45.70

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

