

\$612,488  
FILE

BID OF PARISI CONSTRUCTION CO., INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape  
ASSESSMENT DISTRICT-2014

CONTRACT NO. 7246

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 29, 2014

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape  
ASSESSMENT DISTRICT-2014  
CONTRACT NO. 7246**

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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:	WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape ASSESSMENT DISTRICT-2014
CONTRACT NO.:	7246
SBE GOAL	7%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	MARCH 21, 2014
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 21, 2014
BID SUBMISSION (1:00 P.M.)	MARCH 28, 2014
BID OPEN (1:30 P.M.)	MARCH 28, 2014
PUBLISHED IN WSJ	3/14/14 & 3/21/14

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  
443  Playground Installer  
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/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.cfm).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

### 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder 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

### WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape ASSESSMENT DISTRICT-2014 CONTRACT NO. 7246

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 103 AWARD AND EXECUTION OF THE CONTRACT

The Contractor shall execute signing of this contract completely prior to **MAY 2, 2014**. No exceptions or extensions to the above date will be permitted.

#### ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of street lighting, concrete sidewalk and tree grates.

The project limits for the work are on W. Johnson St. from N. Broom St. to N. Carroll St., N. Henry St. from W. Johnson St. to W. Mifflin St., Langdon St. from N. Frances St. to east of N. Henry St., State St. from N. Lake St. to N. Carroll St., and N. Hamilton St. from E. Mifflin St. to E. Dayton 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**

It is anticipated that the Contractor will need to work weekends in order to meet the schedule and traffic control requirements of this contract and to coordinate with the businesses and private work as indicated on the plans and in these Special Provisions. Multiple mobilizations for the concrete work and separate concrete pours may also be necessary to meet the requirements of the contract.

Prior to starting work on State St., the Contractor shall coordinate with City Parks and Mall Maintenance to make sure that the sidewalk on State St. has been washed prior to starting work.

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.

There are underground vaults located within the right-of-way on this project. Known vault locations are indicated on the plans, but additional, unknown vaults may be encountered with this project. The Contractor shall take care to not damage these vaults during construction, and shall perform work as necessary to work around these vaults without causing damage.

### **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 that may need 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.

MG&E is anticipating that they will install new underground conduit on W. Johnson St. near 142 W. Johnson St. Coordinate this work with MG&E as necessary to meet the schedule requirements of this contract. This work will also require pavement patching, which shall be coordinated with MG&E.

### **Access Issues**

The Contractor shall maintain access for mail delivery, food and beverage service and garbage/recycling pickup for all properties in the project area. Refer to Section 107.7 Maintenance of Traffic for more information regarding access to properties and businesses, loading zones, etc.

The Contractor shall coordinate all work to provide vehicular and pedestrian access to all properties at all times. In order to maintain access, multiple concrete pours may be necessary on the sidewalk and concrete terrace, and safety fence shall be installed as necessary to maintain safe pedestrian access.

The Contractor shall also coordinate closely with the Overture Center to maintain access to all entrances along N. Henry St. This is especially true on any dates that have shows scheduled.

### **Coordination with Additional Projects**

There are multiple projects within the limits and vicinity of the project locations under this contract. This includes private projects as well as public projects.

The contractor shall coordinate with the Contractor performing the work on W. Mifflin St. between N. Henry St. and N. Broom St. (City project 53W1731). This project includes replacement of sanitary sewer, water main, storm sewer, curb and gutter, sidewalk and pavement. Work will begin on this site around May 5 and will last approximately 7 weeks.

The City has another reconstruction project nearby on N. Henry St. between W. Gilman St. and W. Gorham St. (project no. 53W1721). The Contractor should expect additional construction traffic in the vicinity of that project, especially on W. Johnson St.

There is another City street reconstruction project on State Street (project no. 53W1193) that is taking place between N. Lake St. and N. Park St. The Contractor shall coordinate work as necessary with this reconstruction project.

There is a private redevelopment project taking place at 309 W. Johnson. The general contractor for this project is Findorff, and the project manager is Steve Klaven, 608-442-7365 or 608-209-1892. Findorff takes access to this site from both Dayton St. and W. Johnson St., and their work involves periodic closures of W. Dayton St. (about 1 closure per week) at N. Henry St. and off-peak lane closures on W. Johnson St. When performing concrete pours the trucks are also using N. Henry St. for staging and washout. The Contractor shall coordinate all access issues with Findorff. There is also an existing job trailer (location is shown on the plans) that will be removed by about June 1. The Contractor may need to return to this area to finish the portion of the work on Dayton St. that is blocked by the job trailer. The Contractor will not be compensated for additional mobilization costs to finish the work in this area.

There is also a private development project taking place at 142 and 120 W. Johnson St. The contractor is taking access to their site from the new driveway apron that is shown on the plans. The Contractor shall provide access to this site at all times and shall coordinate work as necessary. This project is also being coordinated with MG&E's work to do some pavement patching W. Johnson St. for utility connections. They anticipate completing this work in July. Contact Mark Landgraf at 608-274-4700.

There are also 2 private development projects taking place on State St., which are located at 119-127 State St. and at 437 N. Frances St. The location of the right-of-way occupancies for these projects is shown on the plans. The Contractor shall coordinate work as necessary, but most access to these sites is from the adjacent streets.

### **Special Events**

The Contractor shall be aware that several events will be taking place on or around the Capitol Square during the timeframe of this contract. The Contractor can expect increased vehicular and pedestrian traffic volumes during these times. Refer to Section 107.7 Maintenance of Traffic for more specific information related to these special events dates.

Student moving dates are August 14 & 15. The Contractor shall not perform any work on Langdon St. during these dates. Prior to August 14, the Contractor shall have the site restored to a condition that provides safe access and is acceptable to the engineer.

### **Meetings**

The Contractor shall attend a business preconstruction meeting to be facilitated by City Engineering. The meeting will likely take place the week of May 5<sup>th</sup> with the time and locations to be determined.

### **BID ITEM 10725 – ALTERNATE BUSINESS ACCESS SIGN**

The Contractor shall install and maintain Alternate Business Access signs to safely route pedestrians around the closed sidewalk on N. Henry St. to the entries for Fontana Sports and Shine. The entry locations are indicated on the plans. It is anticipated that 4 access signs will be needed at all times for the duration of the work on N Henry St., and these signs shall direct pedestrians to use the open cross walks to get around the construction zone. Alternate Business Access Signs may be mounted on barricades along with a Sidewalk Closed Sign.

When access is only open to Fontana Sports from the State Street side, pedestrians using the open sidewalk on Dayton St. shall be directed to cross Henry St. to the Overture Center side and another access sign shall direct pedestrians to cross Henry St. back to the Fontana Sports side at State Street.

When access is only open from the Dayton St. side, pedestrians shall be directed to cross Henry St. to the Overture Center side at State Street and back across Henry St to the Fontana Sports side at Dayton St.

Access to Shire shall be directed in a similar manner. Temporary surface material (asphalt or rubber mats) may be necessary to maintain access to Shine. Use of temporary surface material shall be considered incidental to the contract.

The Contractor shall coordinate the sidewalk work ramp at Dayton St. as necessary to maintain ADA compliant crossings and access to Fontana Sports.

## **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.

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. Access to all driveways within the project limits shall be provided at all times.

No work shall encroach into or impact traffic lanes on Langdon St and Hamilton 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.

Two-way traffic shall be maintained on Langdon St and Hamilton St at all times. When necessary, properly trained and equipped flaggers shall be used to direct traffic.

No work shall encroach into or impact traffic lanes on Johnson 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 traffic lanes shall be maintained on Johnson St during non-peak traffic hours. The Contractor shall coordinate its lane closures with the potential lane closures on the south side of Johnson St by the 309 W Johnson St development project.

The bike lane on Johnson St may be closed when needed. However, the closure time shall be minimized. When the bike lane on 300 block Johnson St is closed, a signed bike detour shall be provided. The bike detour shall follow Broom St to State St and then back to Johnson St. When the bike lane on 100 block Johnson St is closed, "SHARE THE ROAD" signs shall be posted.

A sidewalk of at least five (5) feet wide shall be maintained on the north side of the 300 block Johnson St at all times.

The Contractor shall post and maintain "ALL BUSINESSES OPEN" signs on barricades near where the lane closures begin on Johnson St and on Henry St.

A minimum of one southbound traffic lane and one northbound bike lane shall be maintained on Henry St between State St. and Dayton St. at all times. The minimum width of the bike lane shall be five (5) feet. Two-way traffic on Henry St. between Dayton & Mifflin shall be maintained at all times. When necessary, properly trained and equipped flaggers shall be used to direct traffic. The work on Henry St. and maintenance of traffic will need to be coordinated with the contractor for the 309 W. Johnson St. development, Findorff, and the contractor for the City utilities and resurfacing project on W. Mifflin St. (project no. 53W1731).

Pedestrian access must be maintained to all properties on State St. at all times. A minimum of a 5' sidewalk width shall be maintained. Two traffic for vehicles, including buses, and bicycles shall be maintained on State St. at all times. The Contractor may maintain traffic by use of properly trained and equipped flaggers when necessary. Access to all bus stops and bus shelters must be maintained at all times.

All of streets included with this contract shall be vacated for move out/in traffic on August 14th and 15th.

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.

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 or before **MAY 19, 2014**. The total time for completion of all work under this contract is **NINETY (90) CALENDAR DAYS**. The Contractor shall begin work on the N Henry St. portion of this contract.

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.

This contract involves interim completion dates and durations for each location, and liquidated damages shall apply to each interim completion date.

Work under this contract shall begin on N. Henry St. Once work has started on N. Henry St., all work, except the work on W. Dayton St. but including the sidewalk ramps, shall be completed within **TWELVE (12) CALENDAR DAYS**.

Work on W. Johnson St. between N. Broom St. and N. Henry St. shall begin on or before June 2, 2014, and once that work has begun, all work on W. Johnson St. between N. Broom St. and N. Henry St. shall be completed within **FOURTEEN (14) CALENDAR DAYS**.

Once work has started on W. Johnson St. between N. Henry St. and N. Carroll St., all work on W. Johnson St. between N. Henry St. and N. Carroll St. shall be completed within **FOURTEEN (14) CALENDAR DAYS**.

All work on State Street shall be completed by **JUNE 6, 2014**.

Once work has started on the Langdon St. portion of this contract, all work on Langdon St. shall be completed within **TWENTY-EIGHT (28) CALENDAR DAYS**. The Contractor shall limit work hours to 8:00am to 7:00pm On Langdon St. between N. Frances St. and 240 or 241 Langdon St.

Once work has started on the N. Hamilton St. portion of this contract, all work on N. Hamilton St. shall be completed within **SEVEN (7) CALENDAR DAYS**.

**SECTION 109.9      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 the timeframes specified in said section shall be \$400 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 21017 – SILT SOCK (8 INCH) – COMPLETE (UNDRISTRIBUTED)**

**BID ITEM 21056 – INLET PROTECTION TYPE D HYBRID – PROVIDE & INSTALL (UNDRISTRIBUTED)**

**BID ITEM 21057 – INLET PROTECTION TYPE D HYBRID – MAINTAIN (UNDRISTRIBUTED)**

**BID ITEM 21058 – INLET PROTECTION TYPE D HYBRID – REMOVE (UNDRISTRIBUTED)**

The locations of these Bid Items are not indicated on the plans but the work for these items shall be performed at locations as directed by the Engineer.

**BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE**

Removal of the brick pavers shall be paid under this bid item, and all work shall be performed in accordance with Part 2 of the Standard Specifications. Removal of metal frames for the existing tree cut-outs in the brick pavers shall be considered incidental to this bid item.

**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 30344 – 4'X12' 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 of 2014.

**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 night time street lighting can be maintained by the City without interruption of service.

Additional street light base removal and construction on Langdon St not shown on the plans may be required.

**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: 112
- 1-1/4" x 48" anchor bolts: 4
- 1" x 40" anchor bolts: 40
- Wood Poles: as needed
- Steel Base for Multi-Space Parking Meters: 5

**SECTION 602      UNDERGROUND DISTRIBUTION SYSTEMS**

The new conduit to be installed on Johnson St shall be done by open trench and gopher, as directed by the Traffic Engineering Electrical Inspector.  
ATC high voltage conductors are located under the curb and gutter in conduit on Johnson Street, from State St to Carroll St, and will require thermal sand backfill in the electrical trench within two feet of the ATC conduit.

**SECTION 604      BASES FOR STREET LIGHTING UNITS**

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

**BID ITEM 90001 – C1 CONCRETE SIDEWALK, 7-INCH**

**DESCRIPTION**

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

**MATERIALS**

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

- Cement: 575 lbs
- Fine Aggregate: 950 lbs
- Upper Canadian Black Granite (1/2 x 1/4) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs
- Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

**Sieve Analysis**

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

Starlite Black Granite

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

Colonial Red Granite

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

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

**CONSTRUCTION**

**Placing and Finishing Concrete.** Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary 1/4-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 7-Inch shall be doweled into all existing and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Details 3.10 and 3.11 of the City of Madison Standard Specifications

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

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

Interface between C1 Concrete Sidewalk 7-Inch and 7" Concrete Sidewalk & Drive shall have foam expansion joint and caulk seal, which are incidental to this item.

**METHOD OF MEASUREMENT**

C1 Concrete Sidewalk 7-Inch shall be measured by the square foot installed and accepted.

**BASIS OF PAYMENT**

C1 Concrete Sidewalk 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in construction concrete sidewalks as specified in the contract.

## **BID ITEM 90002 – REMOVE, SALVAGE AND RE-INSTALL TREE GRATE WITH NEW FRAME**

### **DESCRIPTION**

This Bid Item includes all labor, equipment and incidentals necessary to Remove, Salvage and Re-install Tree Grate with a new frame.

The Contractor shall remove the existing cast iron tree grate plates without causing any damage to the grates; if the Contractor causes any damage to the grates, the damaged grates shall be repaired or replaced at no additional cost to the City. Once removed, the Contractor shall store the grates in a secure location from the time it is removed and until re-installed. It is the Contractor's responsibility to ensure that the grates are not stolen or lost when removed. If the grates are stolen or lost, the Contractor shall replace them at no additional cost to the City.

The Contractor shall provide and install a new cast iron tree grate frame matching the dimensions, casting type, style and color of the grates that were removed and salvaged. The Contractor may salvage and re-use the existing frame if it can be removed with the surrounding concrete without being damaged or bent in any manner. Otherwise, removal of the tree grate frame, per Part 2 of the Standard Specifications, shall be considered incidental to this bid item. The Contractor shall install the tree grate frame and salvage grates per the manufacturer's specifications.

### **METHOD OF MEASUREMENT**

Remove, Salvage and Re-install Tree Grate with New Frame shall be measured by the Each unit acceptably completed.

### **BASIS OF PAYMENT**

Remove, Salvage and Re-install Tree Grate with New Frame, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, materials, hauling, storage and incidentals necessary to acceptably complete the work as described.

## **BID ITEM 90003 – 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 90004 – REMOVE, SALVAGE AND RE-INSTALL SINGLE CHAIN FENCE**

**DESCRIPTION**

This Bid Item includes all labor, equipment and incidentals necessary to Remove, Salvage and Re-install Single Chain Fence at the locations indicated on the plans.

The Contractor shall remove the existing single chain fence, including the posts without causing any damage to the chain fencing or posts; if the Contractor causes any damage to the chain fencing or posts, the damaged portions shall be repaired or replaced at no additional cost to the City. Once removed, the Contractor shall store the single chain fence in a secure location from the time it is removed and until it is re-installed. It is the Contractor's responsibility to ensure that the fencing is not stolen or lost when removed. If stolen or lost, the Contractor shall replace the single chain fencing at no additional cost to the City.

The Contractor shall re-install the single chain fence in the same manner that it was installed prior to this work. It is assumed that each post will be re-installed prior to pouring the terrace concrete.

It is advised that the Contractor take photos and measurements of the single chain fence to verify that the fence is re-installed in the same locations as prior to construction.

**METHOD OF MEASUREMENT**

Remove, Salvage and Re-install Single Chain Fence shall be measured by the Linear Foot acceptably completed.

**BASIS OF PAYMENT**

Remove, Salvage and Re-install Single Chain Fence, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, hauling, storage and incidentals necessary to acceptably complete the work as described.

**BID ITEM 90005 – C1 CONCRETE LONGITUDINAL JOINT REPAIR, FULL DEPTH**

**DESCRIPTION**

This Bid Item includes all labor, equipment, materials, and incidentals necessary to complete C1 Concrete Longitudinal Joint Repair, Full Depth, which shall include saw cutting and removal of the existing, failed concrete joint and replacing it with new C1 Concrete, 7-Inch at the locations indicated on the plans or as directed by the engineer.

The locations for this bid item are longitudinal joints between the mainline sidewalk and terrace on the 400 block of State Street.

**MATERIALS**

The concrete mix design used to fill the removed joints shall be as follows per cubic yard:

Cement: 575 lbs

Fine Aggregate: 950 lbs

Upper Canadian Black Granite (1/2 x 1/4) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs

Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

**Sieve Analysis**

Upper Canadian Black Granite

Sieve Size

9/16"

0.53"

% Passing

100%

98.5%

7/16"	84.7%
5/8"	65.8%
1/4"	14.2%
#4	1.0%

Starlite Black Granite

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

Colonial Red Granite

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

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

Bond breaker shall be single layer of polyethylene.

**CONSTRUCTION**

The Contractor shall make a full depth (assumed 7 inches) saw cut 6 inches from the existing control or expansion joint. The Contractor shall not make any saw cuts beyond 6 inches from the existing joint without prior approval from the engineer. All material between the saw cut and the existing joint shall be removed down to the existing base. The Contractor shall use acceptable means to remove the material without further damaging the adjacent concrete. Concrete removal work shall conform to Part 2 of the Standard Specifications.

Once the existing failed joint material is removed, the contractor shall clean and prepare the area for new C1 Concrete, 7-Inch to be installed in the opened area. All preparation work shall conform to Part 3 of the Standard Specifications.

While the removed joint is open and not filled with new C1 Concrete, the Contractor shall install safety measures to prevent any tripping or falling over the removed joint. This may include, but is not limited to, installing a cover that can withstand foot traffic, using cones and/or barrels to mark any tripping hazards and using caution tape to secure areas that should not be accessed by the public. Removed joints shall be filled with the final C1 Concrete within two days of being excavated or once the joint removal work has been completed on an entire block. The joint repair work on one block shall be completed before moving on to the next block.

**Placing and Finishing Concrete.** Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary 1/4-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

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

Install foam and joint sealant per plans.

**METHOD OF MEASUREMENT**

C1 Concrete Longitudinal Joint Repair, Full Depth shall be measured by the Linear Foot acceptably completed.

**BASIS OF PAYMENT**

C1 Concrete Longitudinal Joint Repair, Full Depth measured as stated above, is full compensation for all work, equipment and incidentals necessary to saw cut and remove the concrete from the failed joint and for providing and installing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

**BID ITEM 90006 – C1 CONCRETE TRANSVERSE JOINT REPAIR, FULL DEPTH**

**DESCRIPTION**

This Bid Item includes all labor, equipment, materials, and incidentals necessary to complete C1 Concrete Transverse Joint Repair, Full Depth, which shall include saw cutting and removal of the existing, failed concrete joint and replacing it with new C1 Concrete, 7-Inch at the locations indicated on the plans or as directed by the engineer.

The locations for this bid item are transverse joints along the mainline sidewalk 100-600 blocks of State Street.

**MATERIALS**

The concrete mix design used to fill the removed joints shall be as follows per cubic yard:

Cement: 575 lbs  
Fine Aggregate: 950 lbs

Upper Canadian Black Granite (1/2 x 1/4) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs  
Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

**Sieve Analysis**

**Upper Canadian Black Granite**

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

**Starlite Black Granite**

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

## Colonial Red Granite

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

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

## CONSTRUCTION

The Contractor shall make a full depth (assumed 7 inches) saw cut 6 inches from the existing control or expansion joint. The Contractor shall not make any saw cuts beyond 6 inches from the existing joint without prior approval from the engineer. All material between the saw cut and the existing joint shall be removed down to the existing base. The Contractor shall use acceptable means to remove the material without further damaging the adjacent concrete. Concrete removal work shall conform to Part 2 of the Standard Specifications.

Once the existing failed joint material is removed, the contractor shall clean and prepare the area for new C1 Concrete, 7-Inch to be installed in the opened area. All preparation work shall conform to Part 3 of the Standard Specifications.

While the removed joint is open and not filled with new C1 Concrete, the Contractor shall install safety measures to prevent any tripping or falling over the removed joint. This may include, but is not limited to, installing a cover that can withstand foot traffic, using cones and/or barrels to mark any tripping hazards and using caution tape to secure areas that should not be accessed by the public. Removed joints shall be filled with the final C1 Concrete within two days of being excavated or once the joint removal work has been completed on an entire block. The joint repair work on one block shall be completed before moving on to the next block.

**Placing and Finishing Concrete.** Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary 1/4-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

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

## METHOD OF MEASUREMENT

C1 Concrete Transverse Joint Repair, Full Depth shall be measured by the Linear Foot acceptably completed.

## **BASIS OF PAYMENT**

C1 Concrete Transverse Joint Repair, Full Depth measured as stated above, is full compensation for all work, equipment and incidentals necessary to saw cut and remove the concrete from the failed joint and for providing and installing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

## **BID ITEM 90007 – SAFETY FENCE**

### **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 Safety Fence 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 90120 – TEMPORARY WOOD POLES**

### **DESCRIPTION**

Work under this item consists of installing City-furnished temporary wood poles for overhead lighting or traffic signal applications as required, and for the locations determined by the Traffic Engineering (TE) Inspector. The quantity to be installed will be determined as the project progresses.

### **CONSTRUCTION**

Wood poles will be sized to provide a minimum thirty (30) foot above grade height and be of the size and weight normally used for power poles. The poles shall be set in dug or bored holes, and set with compacted backfill. The location of each pole will be determined by the TE Inspector. The depth of the hole shall be approximately five feet, but fully subject to the review and revision by the TE Inspector. The poles shall be installed within one week after notification, or as directed by the TE Inspector. When they are no longer needed, they shall be removed and returned to the City of Madison Traffic Engineering Shop, 1120 Sayle Street. The City will install and subsequently remove any temporary facilities from these poles.

### **METHOD OF MEASUREMENT**

Temporary Wood Pole will be measured as a unit complete in place, and removed after their use is no longer needed.

### **BASIS OF PAYMENT**

Temporary Wood Pole, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for picking up City-furnished wood poles, installing and removing poles, furnishing backfill as needed, disposal of surplus materials; and for all labor, tools, equipment, and incidentals necessary to complete this item of work.

## **BID ITEM 90121 – 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 90122 – LB9 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. The base depth shall be five feet. All other aspects of the standard specification for LB-9 base, bid item 60408 shall apply.

## **BID ITEM 90123 – LB1 SLANTED BASE**

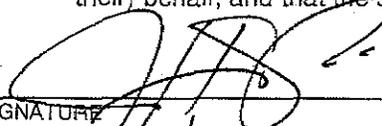
The top 12" of the base shall be installed vertical. The base may be slanted up to 30-degrees from vertical to avoid an underground utility line or other unmovable obstruction, but only when authorized and approved by the City Electrical Inspector. The contractor shall bend the anchor bolts and rebar to the same degree as the slant of the base. The base depth shall be five feet. All other aspects of the standard specification for LB1 base, bid item 60401 shall apply.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape  
ASSESSMENT DISTRICT-2014  
CONTRACT NO. 7246**

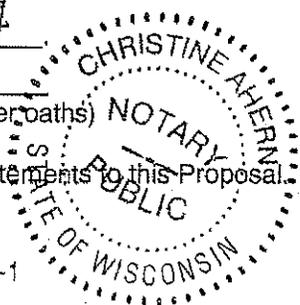
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 Parsi Construction Co. Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
SIGNATURE \_\_\_\_\_  
president  
TITLE, IF ANY \_\_\_\_\_

Sworn and subscribed to before me this 17 day of March, 2014.  
Christine Ahern

(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 1/4/15  
Bidders shall not add any conditions or qualifying statements to this Proposal.



## **Contract #7246 – Parisi Construction**

### **Section F: Disclosure of Ownership and BVC**

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

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

WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape  
ASSESSMENT DISTRICT-2014  
CONTRACT NO. 7246

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: Parisi Construction Co. Inc.  
Address: 508 S. Pine Mound Rd Verona, WI 53593  
Telephone Number: 608 848-5991 Fax Number: 608 848-5992  
Contact Person/Title: James Crowley, Vice president

Prime Bidder Certification

I, James Crowley, Vice President of  
Name Title  
Parisi Construction Co. Inc. certify that the information  
Company

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

Christine Aher  
Witness' Signature  
3/27/14  
Date

[Signature]  
Bidder's Signature



**W JOHNSON STREET & N HENRY STREET STREETScape ASSESSMENT DISTRICT - 2014**  
**CONTRACT NO. 7246**  
**BID OPENING DATE: MARCH 28, 2014**

**Parisi Construction Co.,  
 Inc.**

<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Extension</b>
10701.1 - TRAFFIC CONTROL (JOHNSON & HENRY) - LUMP SUM	1.00	\$14,900.00	\$14,900.00
10701.2 - TRAFFIC CONTROL (LANGDON) - LUMP SUM	1.00	\$14,900.00	\$14,900.00
10701.3 - TRAFFIC CONTROL (HAMILTON) - LUMP SUM	1.00	\$3,700.00	\$3,700.00
10701.4 - TRAFFIC CONTROL (STATE) - LUMP SUM	1.00	\$6,400.00	\$6,400.00
10725.0 - ALTERNATE BUSINESS ACCESS SIGN - DAYS	28.00	\$17.00	\$476.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	130.00	\$12.75	\$1,657.50
10911.1 - MOBILIZATION (JOHNSON & HENRY) - LUMP SUM	1.00	\$10,300.00	\$10,300.00
10911.2 - MOBILIZATION (LANGDON) - LUMP SUM	1.00	\$5,900.00	\$5,900.00
10911.3 - MOBILIZATION (HAMILTON) - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10911.4 - MOBILIZATION (STATE) - LUMP SUM	1.00	\$1,600.00	\$1,600.00
20221.0 - TOPSOIL - S.Y.	130.00	\$10.50	\$1,365.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	50.00	\$9.60	\$480.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	270.00	\$5.50	\$1,485.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	22750.00	\$2.20	\$50,050.00
20327.0 - REMOVE TREE GRATE - EACH	29.00	\$260.00	\$7,540.00
20401.0 - CLEARING - I.D.	140.00	\$26.50	\$3,710.00
20402.0 - GRUBBING - I.D.	140.00	\$26.50	\$3,710.00
20701.0 - TERRACE SEEDING - S.Y.	10.00	\$10.50	\$105.00
20801.0 - SODDING - S.Y.	120.00	\$14.75	\$1,770.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.	220.00	\$8.50	\$1,870.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL (UNDISTRIBUTED) - EACH	16.00	\$170.00	\$2,720.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN (UNDISTRIBUTED) - EACH	32.00	\$69.00	\$2,208.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE (UNDISTRIBUTED) - EACH	16.00	\$26.50	\$424.00
30208.0 - HAND FORMED CURB & GUTTER (TREE LOCATIONS) - L.F.	270.00	\$28.00	\$7,560.00

W JOHNSON STREET & N HENRY STREET STREETScape ASSESSMENT DISTRICT - 2014  
 CONTRACT NO. 7246  
 BID OPENING DATE: MARCH 28, 2014

Parisi Construction Co.,  
 Inc.

Item	Quantity	Price	Extension
30301.0 - 5" CONCRETE SIDEWALK - S.F.	9800.00	\$4.50	\$44,100.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	1500.00	\$5.50	\$8,250.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	72.00	\$44.00	\$3,168.00
30342.0 - TREE GRATE 4'X8' (INCLUDING FRAME) - EACH	34.00	\$2,600.00	\$88,400.00
30344.0 - TREE GRATE 4'X12' (INCLUDING FRAME) - EACH	1.00	\$5,200.00	\$5,200.00
90001.0 - C1 CONCRETE SIDEWALK, 7-INCH - S.F.	14900.00	\$15.00	\$223,500.00
90002.0 - REMOVE, SALVAGE & RE-INSTALL TREE GRATE WITH NEW FRAME - EACH	2.00	\$2,800.00	\$5,600.00
90003.0 - DECOMPOSED GRANITE - S.F.	2500.00	\$3.20	\$8,000.00
90004.0 - REMOVE, SALVAGE & RE-INSTALL SINGLE CHAIN FENCE - L.F.	155.00	\$9.90	\$1,534.50
90005.0 - C1 CONCRETE LONGITUDINAL JOINT REPAIR, FULL DEPTH - L.F.	240.00	\$59.00	\$14,160.00
90006.0 - C1 CONCRETE TRANSVERSE JOINT REPAIR, FULL DEPTH - L.F.	100.00	\$70.00	\$7,000.00
90007.0 - SAFETY FENCE - L.F.	3500.00	\$2.00	\$7,000.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	100.00	\$6.90	\$690.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1050.00	\$6.40	\$6,720.00
60234.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	100.00	\$6.40	\$640.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT - L.F.	150.00	\$26.50	\$3,975.00
60261.0 - ELECTRICAL TRENCH - L.F.	1000.00	\$2.10	\$2,100.00
60401.0 - CONSTRUCT LB-1 BASE - EACH	7.00	\$610.00	\$4,270.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	11.00	\$850.00	\$9,350.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	1.00	\$900.00	\$900.00
60408.0 - CONSTRUCT LB-9 BASE - EACH	21.00	\$530.00	\$11,130.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	13.00	\$210.00	\$2,730.00
90120.0 - TEMPORARY WOOD POLE - EACH	1.00	\$740.00	\$740.00
90121.0 - LB3 SLANTED BASE - EACH	1.00	\$1,100.00	\$1,100.00
90122.0 - LB9 SLANTED BASE - EACH	1.00	\$1,100.00	\$1,100.00
90123.0 - LB1 SLANTED BASE - EACH	1.00	\$800.00	\$800.00
60414.0 - BASE FOR MULTISPACE PARKING METER - EACH	5.00	\$900.00	\$4,500.00
<b>TOTALS</b>			<b>\$612,488.00</b>



Department of Public Works  
**City Engineering Division**

608 266 4751

Robert F. Phillips, P.E.  
City Engineer

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

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

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

**Operations Manager**  
Kathleen M. Cryan

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

**Financial Officer**  
Steven B. Danner-Rivers  
**Hydrogeologist**  
Brynn Bemis

**BIENNIAL BID BOND**

Parisi Construction Co., Inc.

(a corporation of the State of Wisconsin)

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,

a corporation of the State of Connecticut (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**

PARISI CONSTRUCTION CO., INC.  
COMPANY NAME AFFIX SEAL

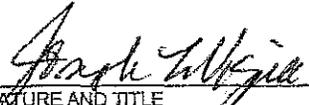
December 9, 2013  
DATE

By:   
SIGNATURE AND TITLE

**SURETY**

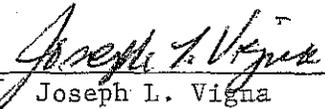
TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
COMPANY NAME AFFIX SEAL

December 4, 2013  
DATE

By:   
SIGNATURE AND TITLE  
Joseph L. Vigna, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 429050 for the year 2013, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 4, 2013  
DATE

  
AGENT Joseph L. Vigna

17035 West Wisconsin Avenue - Suite 135  
ADDRESS

Brookfield, Wisconsin 53005  
CITY, STATE AND ZIP CODE

262-792-2210  
TELEPHONE NUMBER

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

**CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD - VALID (FROM/TO)	January 1, 2014 - January 31, 2016
NAME OF SURETY	Travelers Casualty & Surety Company of America
NAME OF CONTRACTOR	Parus Construction Co. 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

12/9/13

DATE



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219817

Certificate No. 005575651

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

Elizabeth M. Fedyn, Joseph L. Vigna, Dennis M. Barton, Daniel G. Johnson, and Michael T. Burg

of the City of Brookfield, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 25th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

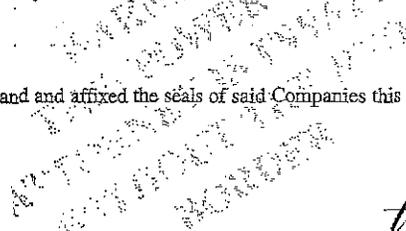
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4<sup>th</sup> day of DECEMBER, 20 13.



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 2 day of May in the year Two Thousand and Fourteen between **PARIS CONSTRUCTION CO., 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 29, 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:

### WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape ASSESSMENT DISTRICT-2014 CONTRACT NO. 7246

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 **SIX HUNDRED TWELVE THOUSAND FOUR HUNDRED EIGHTY-EIGHT (\$612,488.00)** Dollars 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.)

**WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape  
ASSESSMENT DISTRICT-2014  
CONTRACT NO. 7246**

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:

Christina Akon 4/14/14  
Witness Date  
[Signature] 4/14/14  
Witness Date

**PARISI CONSTRUCTION CO., INC.**

Company Name  
[Signature] 4/12/14  
President Date  
[Signature] 4/14/14  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
Finance Director

[Signature]  
City Attorney

Signed this 5 day of May, 2014

[Signature]  
Witness

[Signature] 5-5-14  
Mayor Date

[Signature]  
Witness

[Signature] 5-1-14  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we PARISI CONSTRUCTION CO., INC. as principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Company of CONNECTICUT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SIX HUNDRED TWELVE THOUSAND FOUR HUNDRED EIGHTY-EIGHT (\$612,488.00) Dollars, 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:

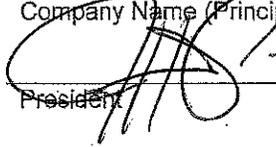
**WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape  
ASSESSMENT DISTRICT-2014  
CONTRACT NO. 7246**

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 2ND day of MAY 2014

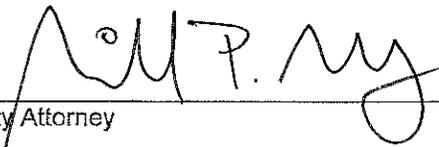
Countersigned:

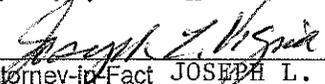
  
\_\_\_\_\_  
Witness

PARISI CONSTRUCTION CO., INC.  
Company Name (Principal)  
  
\_\_\_\_\_  
President Seal

Secretary

Approved as to form:

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

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
Surety Seal  
 Salary Employee  Commission  
By   
\_\_\_\_\_  
Attorney-in-Fact JOSEPH L. VIGNA

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 429050 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.

MAY 2, 2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agent Signature JOSEPH L. VIGNA



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219817

Certificate No. 005833531

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Elizabeth M. Fedyn, Joseph L. Vigna, Dennis M. Barton, Daniel G. Johnson, and Michael T. Burg

of the City of Brookfield, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of March, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 14th day of March, 2014, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2ND day of MAY, 20 14.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## SECTION J: PREVAILING WAGE RATES

### PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 01/06/2014  
Amended On: 02/28/2014

**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**

<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>
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

<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>
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 Waterproofer	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

<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>
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**

<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>
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**

<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>
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**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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	20.17	58.97
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. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
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.	37.10	21.57	58.67

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	20.04	54.54
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**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

<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>
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 Mfr'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 Mfr.'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

<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>
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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

<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>
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
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**

<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>
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**

<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>
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**

<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>
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. 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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).	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

<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>
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	20.17	58.97
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	20.17	58.97
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	20.04	54.54
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	20.04	54.54

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	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	Rofer 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

<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>
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
<b>TRUCK DRIVERS</b>				

<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>
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, Dumptor, 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://www.dot.wi.gov/busine&lt;br/&gt;ss/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm</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

<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>
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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.72	20.40	57.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; A-Frames.</p> <p>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.</p> <p>Premium Increase(s):                      DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	35.72	20.40	56.12

<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>
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$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.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	35.46	20.40	55.86
535	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$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.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	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	20.17	58.97
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	20.17	58.97

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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	20.04	54.54
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	20.04	54.54

**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	Rofer or Waterproofofer	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	20.17	58.97
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

<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>
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**

<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>
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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	<p>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 &amp;/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>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.</p> <p>Premium Increase(s):                      DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	36.72	20.40	57.12
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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.</p> <p>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.</p> <p>Premium Increase(s):                      DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	36.22	20.40	56.62

<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>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; A-Frames.</p> <p>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.</p> <p>Premium Increase(s):                      DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	35.72	20.40	56.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p>	33.96	19.79	53.75
545	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p>	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

<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>
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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	20.17	58.97
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	20.04	54.54
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	20.04	54.54

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

<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>
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 Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62

<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>
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</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**

<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>
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

<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>
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	0.02	32.52
146	Well Driller or Pump Installer	27.60	5.80	33.40
147	Siding Installer	20.18	0.00	20.18

**TRUCK DRIVERS**

<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>
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**

<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>
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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or 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 \*\*\*\*\*

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/01/2014

Contract between: Parisi Construction Co Inc  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: W Johnson & N Henry Streetscape Assessment Dist-2014

Contract No.: 7246  
 Enactment No.: RES-14-00337  
 Dollar Amount: 612,488.00

File No.: 33634  
 Enactment Date: 04/30/2014

RUSH

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-1-14	5-1-2014
Director of Civil Rights	5-1-14	5/1/14
Risk Manager	5/1/14	5/1/14
Finance Director	5-5-14	
City Attorney #557	5-5-2014	5-5-2014
Mayor	5-5-14	5-5-14

pam

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

Original + 2 Copies PO 81537246 pam

05/01/2014 11:07:37 enjap - J Wolfe - 266-4751

RUSH

RUSH

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



# City of Madison

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

## Master

**File Number: 33634**

<b>File ID:</b> 33634	<b>File Type:</b> Resolution	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> BOARD OF PUBLIC WORKS
<b>Lead Referral:</b> BOARD OF PUBLIC WORKS	<b>Cost:</b>	<b>File Created Date :</b> 04/02/2014
<b>File Name:</b> Awarding Public Works Contract No. 7246, West Johnson Street and North Henry Street Streetscape Assessment District - 2014.		<b>Final Action:</b> 04/29/2014

**Title:** Awarding Public Works Contract No. 7246, West Johnson Street and North Henry Street Streetscape Assessment District - 2014.

**Notes:**

<b>Sponsors:</b> BOARD OF PUBLIC WORKS	<b>CC Agenda Date:</b> 04/29/2014
<b>Attachments:</b> Contract 7246.pdf	<b>Agenda Number:</b> 86.
<b>Author:</b> Rob Phillips, City Engineer	<b>Effective Date:</b> 04/30/2014
<b>Entered by:</b> mhacker@cityofmadison.com	<b>Enactment Number:</b> RES-14-00337
	<b>Hearing Date:</b>
	<b>Published Date:</b>

### Approval History

Version	Date	Approver	Action
1	04/14/2014	Craig Franklin	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	04/02/2014	Refer	BOARD OF PUBLIC WORKS	04/09/2014	04/09/2014	
<b>Action Text:</b> This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 4/9/2014							
<b>Notes:</b>							

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1	BOARD OF PUBLIC WORKS	04/09/2014	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
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**Action Text:** A motion was made by Branson, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.

**Notes:**

1	COMMON COUNCIL	04/29/2014	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
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**Action Text:** A motion was made by Schmidt, seconded by DeMarb, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

**Notes:**

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**Text of Legislative File 33634**

**Fiscal Note**

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

**Title**

Awarding Public Works Contract No. 7246, West Johnson Street and North Henry Street Streetscape 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. 7246) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7246  
 WEST JOHNSON STREET AND NORTH HENRY STREET STREETScape ASSESSMENT DISTRICT – 2014.

PARISI CONSTRUCTION CO., INC.	<u>\$612,488.00</u>
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Acct. No. CS53-58250-810571-00-53W1198-53TIF032	\$216,438.00
Contingency 8%±	17,315.00
Plan & Prep 15%±	<u>32,467.00</u>
Sub-Total	\$266,220.00

Acct. No. CS53-58545-810571-00-53W1198	\$24,865.00
Contingency 8%±	1,989.00
Plan & Prep 15%±	<u>3,726.00</u>
Sub-Total	\$30,580.00

Acct. No. CS53-58545-810571-00-53W1198-53TIF032	\$13,760.00
Contingency 8%±	1,101.00
Plan & Prep 15%±	<u>2,069.00</u>
Sub-Total	\$16,930.00

Acct. No. CS53-58250-810355-00-53W1360	\$345,305.00
Contingency 8%±	27,624.00
Plan & Prep 15%±	<u>51,801.00</u>
Sub-Total	\$424,730.00

Acct. No. CS53-58545-810355-00-53W1360	\$7,620.00
Contingency 8%±	610.00
Plan & Prep 15%±	<u>1,140.00</u>
Sub-Total	\$9,370.00

Acct. No. EP01-58570-810421-00-5803100	\$4,500.00
Contingency 8%±	360.00
Plan & Prep 15%±	<u>680.00</u>
Sub-Total	\$5,540.00

GRAND TOTAL	<u>\$753,370.00</u>
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**Wisconsin Office of the Commissioner of Insurance  
Licensed Producer Search\***

Monday, April 21, 2014

*P64*

VIGNA, JOSEPH L  
PEWAUKEE WI

Year of Birth: 1945  
Status: Active  
License Number: 429050  
NPN\*\*: 257951  
Effective Date: 01-01-1982  
Expiration Date: 08-31-2014  
License Type: Resident Intermediary Indv  
CE Compliance: 08-31-2014

**Lines of Authority**

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

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
Acceptance Insurance Company	CAS/Inactive	03-27-1995	06-04-2002	Canceled
ACUITY, A Mutual Insurance Company	CAS/Inactive	09-02-2005	09-02-2005	Canceled
American and Foreign Insurance Company	CAS/Inactive	01-07-2003	02-10-2005	Canceled
American Automobile Insurance Company	CAS/Active	08-26-2002		
American Casualty Company of Reading, Pennsylvania	CAS/Active	09-24-1993		
American Insurance Company, The	CAS/Active	04-12-1979		
American Interstate Insurance Company	CAS/Active	05-18-2006		
Arrowood Indemnity Company	CAS/Inactive	01-07-2003	06-14-2006	Vol. Surrender per Agent Rqst
Associated Indemnity Corporation	CAS/Active	08-26-2002		
Automobile Insurance Company	CAS/Inactive	06-26-1979	12-05-2009	Canceled

of Hartford, Connecticut, The					
Berkley Insurance Company	CAS/Active	07-19-2013			
Berkley Regional Insurance Company	CAS/Active	03-05-2008			
Capitol Indemnity Corporation	CAS/Active	08-07-1978			
Carolina Casualty Insurance Company	CAS/Inactive	11-13-1996	01-15-2014		Canceled
Charter Oak Fire Insurance Company, The	CAS/Active	01-13-2006			
Chubb Indemnity Insurance Company	CAS/Active	09-13-2002			
Continental Casualty Company	CAS/Active	09-24-1993			
Continental Insurance Company, The	CAS/Active	02-24-2006			
Economy Fire & Casualty Company	CAS/Inactive	12-09-1998	11-03-2003		Inadequate Production
Executive Risk Indemnity Inc.	CAS/Active	12-27-2005			
Farmington Casualty Company	CAS/Inactive	03-24-1986	11-20-2000		Vol. Surrender per Agent Rqst
Federal Insurance Company	CAS/Active	09-13-2002			
Fidelity and Deposit Company of Maryland	CAS/Active	09-01-2004			
Fidelity and Guaranty Insurance Company	CAS/Inactive	03-02-1992	12-05-2009		Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive	07-28-1978	12-05-2009		Canceled
Fireman's Fund Insurance Company	CAS/Active	08-26-2002			
Globe Indemnity Company	CAS/Inactive	01-07-2003	02-07-2005		Canceled

Great Northern Insurance Company	CAS/Active	09-13-2002		
Guarantee Company of North America USA, The	CAS/Active	09-09-2010		
Gulf Insurance Company	CAS/Inactive	09-14-1993	02-21-2005	Inadequate Production
Hanover Insurance Company, The	CAS/Active	10-12-2004		
Liberty Mutual Fire Insurance Company	CAS/Active	05-19-2009		
Liberty Mutual Insurance Company	CAS/Active	05-19-2009		
LM Insurance Corporation	CAS/Active	05-19-2009		
Massachusetts Bay Insurance Company	CAS/Active	10-12-2004		
National Fire Insurance Company of Hartford	CAS/Active	09-24-1993		
National Surety Corporation	CAS/Active	04-12-1979		
Old Republic Insurance Company	CAS/Active	02-13-1990		
Old Republic Surety Company	CAS/Active	02-13-1990		
Pacific Indemnity Company	CAS/Active	09-13-2002		
Phoenix Insurance Company, The	CAS/Active	01-13-2006		
Redland Insurance Company	CAS/Inactive	02-28-1995	09-26-2000	Vol. Surrender per Agent Rqst
Royal Insurance Company of America	CAS/Inactive	01-07-2003	02-08-2005	Canceled
Safeguard Insurance Company	CAS/Inactive	01-07-2003	02-10-2005	Canceled
Seaboard Surety Company	CAS/Inactive	12-09-1998	02-17-2009	Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active	12-09-1998		

St. Paul Guardian Insurance Company	CAS/Inactive	12-09-1998	12-05-2009	Canceled
St. Paul Mercury Insurance Company	CAS/Inactive	12-09-1998	12-05-2009	Canceled
Standard Fire Insurance Company, The	CAS/Inactive	10-07-1985	12-05-2009	Canceled
Transcontinental Insurance Company	CAS/Inactive	09-24-1993	01-14-2008	Canceled
Transportation Insurance Company	CAS/Active	09-24-1993		
Travelers Casualty and Surety Company	CAS/Active	08-25-1978		
Travelers Casualty and Surety Company of America	CAS/Active	10-25-1990		
Travelers Casualty Company of Connecticut	CAS/Inactive	12-19-1990	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company of America	CAS/Inactive	02-03-1984	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Commercial Insurance Company	CAS/Inactive	12-19-1990	11-22-2000	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active	12-14-2007		
Travelers Indemnity Company of America, The	CAS/Active	01-13-2006		
Travelers Indemnity Company of Connecticut, The	CAS/Active	01-13-2006		
Travelers Indemnity Company, The	CAS/Active	01-13-2006		
Travelers Property Casualty Company of America	CAS/Active	01-13-2006		
Travelers Property Casualty Insurance Company	CAS/Inactive	10-25-1990	11-27-2000	Vol. Surrender per Agent Rqst
United Fire &	CAS/Active	11-01-1996		

Casualty Company				
United States Fidelity and Guaranty Company	CAS/Inactive	07-28-1978	12-05-2009	Canceled
United Wisconsin Insurance Company	CAS/Inactive	12-26-2002	09-07-2010	Canceled
USF&G Insurance Company of Wisconsin	CAS/Inactive	05-24-1995	01-01-2001	Company Merger
Valley Forge Insurance Company	CAS/Active	09-24-1993		
Vigilant Insurance Company	CAS/Active	09-13-2002		
West Bend Mutual Insurance Company	CAS/Active CAS/Inactive	03-13-2014 01-12-2001	03-21-2012	Canceled
Western Surety Company	CAS/Active	03-14-2002		
XL Specialty Insurance Company	CAS/Active	01-05-1993		

\* 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.