



Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/15/2013

Contract between: Payne & Dolan, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number: John Fahrney, 266-9091

Project: Resurfacing 2013 - Pavement Milling & Asphalt Paving

Contract No.: 6970
Enactment No.: RES-13-00157
Dollar Amount: 1,379,740.15

File No.: 29125
Enactment Date: 03/06/2013

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|---------------------|
| City Clerk | 3-21-13 | 3-21-2013 |
| Director of Civil Rights | | 3/22/13 [Signature] |
| Risk Manager | 03-22-2013 | 3/22/13 KRB |
| Finance Director | 3-22-13 | 3/22/2013 CF |
| City Attorney | 447 3-22-13 | 3-25-13 |
| Mayor | 3-25-13 | 3-25-13 |

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

Original + 2 Copies

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

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| | | | | |
|-----------------|--|------------|---------------|--|
| File #: | 29125 | Version: 1 | Name: | Awarding Public Works Contract No. 6970, Resurfacing 2013 - Pavement Milling & Asphalt Paving. |
| Type: | Resolution | | Status: | Passed |
| File created: | 2/13/2013 | | In control: | <u>BOARD OF PUBLIC WORKS</u> |
| On agenda: | 3/5/2013 | | Final action: | 3/5/2013 |
| Enactment date: | 3/6/2013 | | Enactment #: | RES-13-00157 |
| Title: | Awarding Public Works Contract No. 6970, Resurfacing 2013 - Pavement Milling & Asphalt Paving. | | | |
| Sponsors: | <u>BOARD OF PUBLIC WORKS</u> | | | |
| Attachments: | <u>Contract 6970.pdf</u> | | | |

History (3) Text

Fiscal Note

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

Title

Awarding Public Works Contract No. 6970, Resurfacing 2013 - Pavement Milling & Asphalt Paving.

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. 6970) for itemization of bids.

Faint header text or page number

Main body of faint text, possibly a list or document content

| PROJECT | CONTRACTOR | AMOUNT OF BID |
|---------|------------|---------------|
|---------|------------|---------------|

CONTRACT NO. 6970
 RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING

PAYNE & DOLAN, INC.

\$1,379,740.15

| | |
|--|-------------------|
| Acct. No. CS53-54996-810358-00-53W1492 | \$1,330,240.15 |
| Contingency 3%± | 39,907.00 |
| Plan & Prep 15%± | <u>199,532.85</u> |
| Subtotal | \$1,569,680.00 |

| | |
|--|-----------------|
| Acct. No. CS53-58270-810358-00-53W1492 | \$8,400.00 |
| Contingency 3%± | 252.00 |
| Plan & Prep 15%± | <u>1,258.00</u> |
| Subtotal | \$9,910.00 |

| | |
|--|--------------|
| Acct. No. ES01-54472-810332-00-53W1492 | \$2,700.00 |
| Contingency 3%± | <u>80.00</u> |
| Subtotal | \$2,780.00 |

| | |
|--|-----------------|
| Acct. No. EW01-54472-810455-00-53W1492 | \$38,400.00 |
| Contingency 3%± | <u>1,150.00</u> |
| Subtotal | \$39,550.00 |

| | |
|-------------|-----------------------|
| GRAND TOTAL | <u>\$1,621,920.00</u> |
|-------------|-----------------------|



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

Friday, March 15, 2013

JENSEN, ROXANNE LYNN
GREEN BAY WI

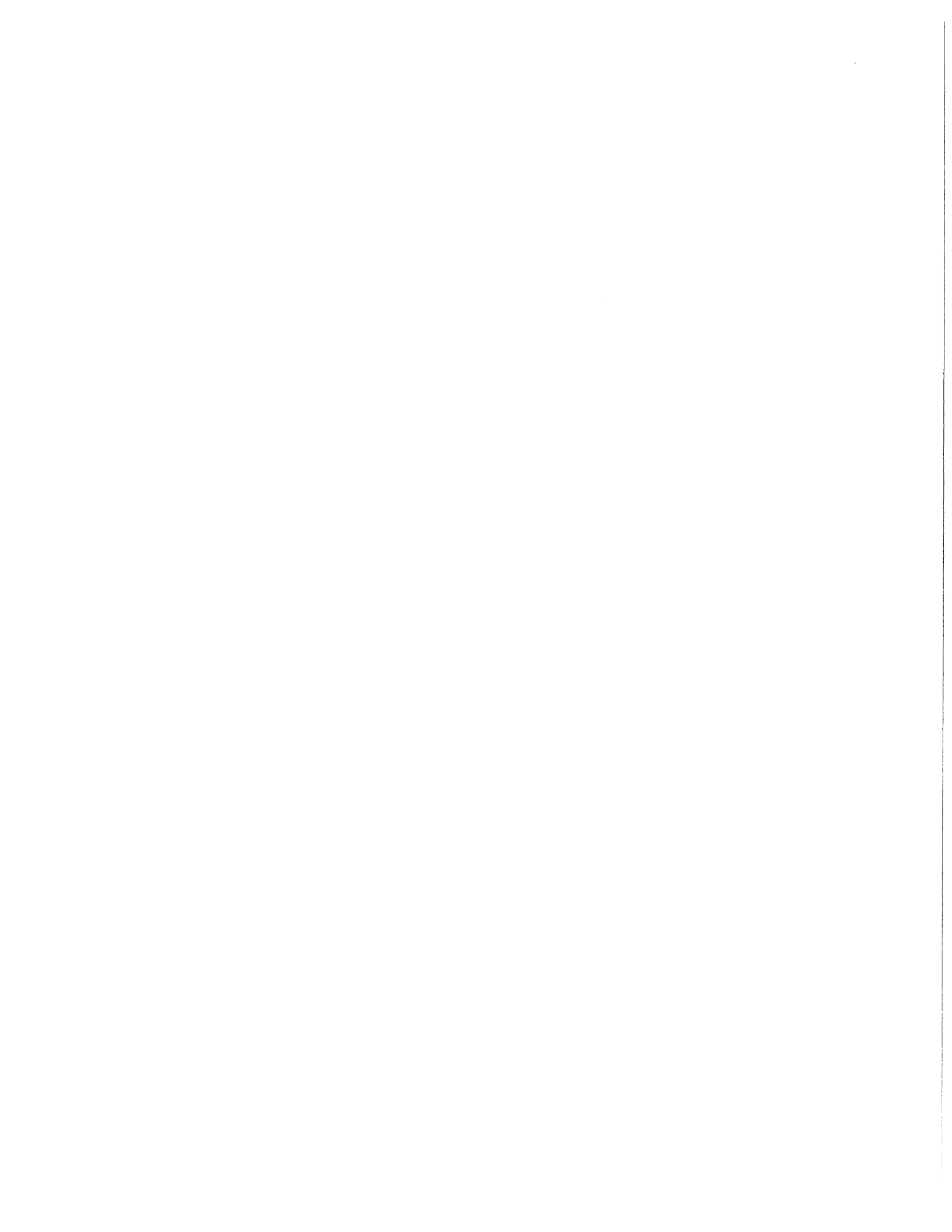
Year of Birth: 1969
Status: Active
License Number: 2493807
NPN**: 9042226
Effective Date: 01-17-2007
Expiration Date: 02-28-2015
License Type: Resident Intermediary Indv
CE Compliance: 02-28-2015

Lines of Authority

| Line of Authority | Residency | Effective Date | Status |
|-------------------|-----------|----------------|--------|
| Casualty | Resident | 04-06-2007 | Active |
| Property | Resident | 01-17-2007 | Active |

Appointments and Terminations

| Company Name | Qualification Type/Status | Effective Date | Termination Date | Termination Reason |
|--|---------------------------|----------------|------------------|--------------------|
| ACUITY, A Mutual Insurance Company | CAS/Active | 07-13-2012 | | |
| | PROP/Active | 07-13-2012 | | |
| ALLIED Property and Casualty Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| AMCO Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| American Contractors Indemnity Company | CAS/Active | 10-06-2010 | | |
| Arch Insurance Company | CAS/Active | 04-13-2011 | | |
| | PROP/Active | 04-13-2011 | | |
| Argonaut Insurance Company | CAS/Active | 01-13-2012 | | |
| | PROP/Active | 01-13-2012 | | |
| Capitol Indemnity Corporation | CAS/Active | 08-16-2007 | | |
| | PROP/Active | 08-16-2007 | | |
| Continental Casualty Company | CAS/Active | 08-08-2007 | | |
| | PROP/Active | 08-08-2007 | | |
| Depositors Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |

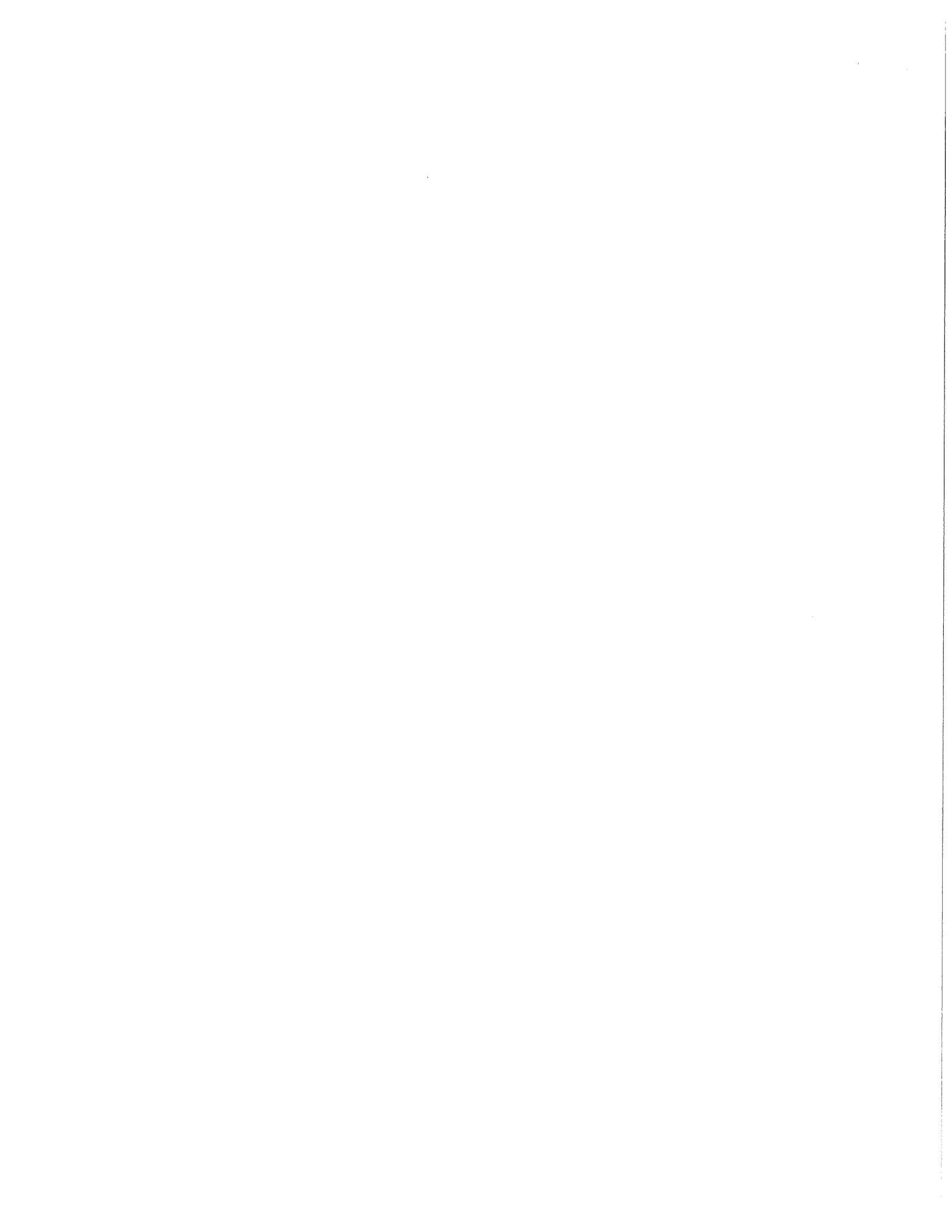


| | | | | |
|--|----------------------------|--------------------------|------------|----------|
| First Sealord Surety, Inc. | CAS/Inactive | 05-03-2007 | 02-08-2012 | Canceled |
| Hudson Insurance Company | CAS/Active PROP/Active | 10-19-2010 10-19-2010 | | |
| International Fidelity Insurance Company | CAS/Active | 04-13-2007 | | |
| Merchants Bonding Company (Mutual) | CAS/Active | 07-06-2007 | | |
| Merchants National Bonding, Inc. | CAS/Active | 09-21-2012 | | |
| Nationwide Affinity Insurance Company of America | CAS/Active PROP/Active | 06-12-2008 06-12-2008 | | |
| Nationwide Agribusiness Insurance Company | CAS/Active PROP/Active | 11-05-2012 11-05-2012 | | |
| Nationwide Mutual Insurance Company | CAS/Active PROP/Active | 06-12-2008 06-12-2008 | | |
| North American Specialty Insurance Company | CAS/Active PROP/Active | 04-19-2007 04-19-2007 | | |
| Old Republic Insurance Company | CAS/Active | 04-26-2007 | | |
| Old Republic Surety Company | CAS/Active | 04-26-2007 | | |
| Platte River Insurance Company | CAS/Active PROP/Active | 06-15-2011 06-15-2011 | | |
| U.S. Specialty Insurance Company | CAS/Active | 10-06-2010 | | |
| Washington International Insurance Company | CAS/Active PROP/Active | 04-19-2007 04-19-2007 | | |
| West Bend Mutual Insurance Company | CAS/Active PROP/Active | 03-23-2010 03-23-2010 | | |
| Western Surety Company | CAS/Active CAS/Inactive | 06-06-2008 04-10-2007 | 05-21-2008 | Canceled |

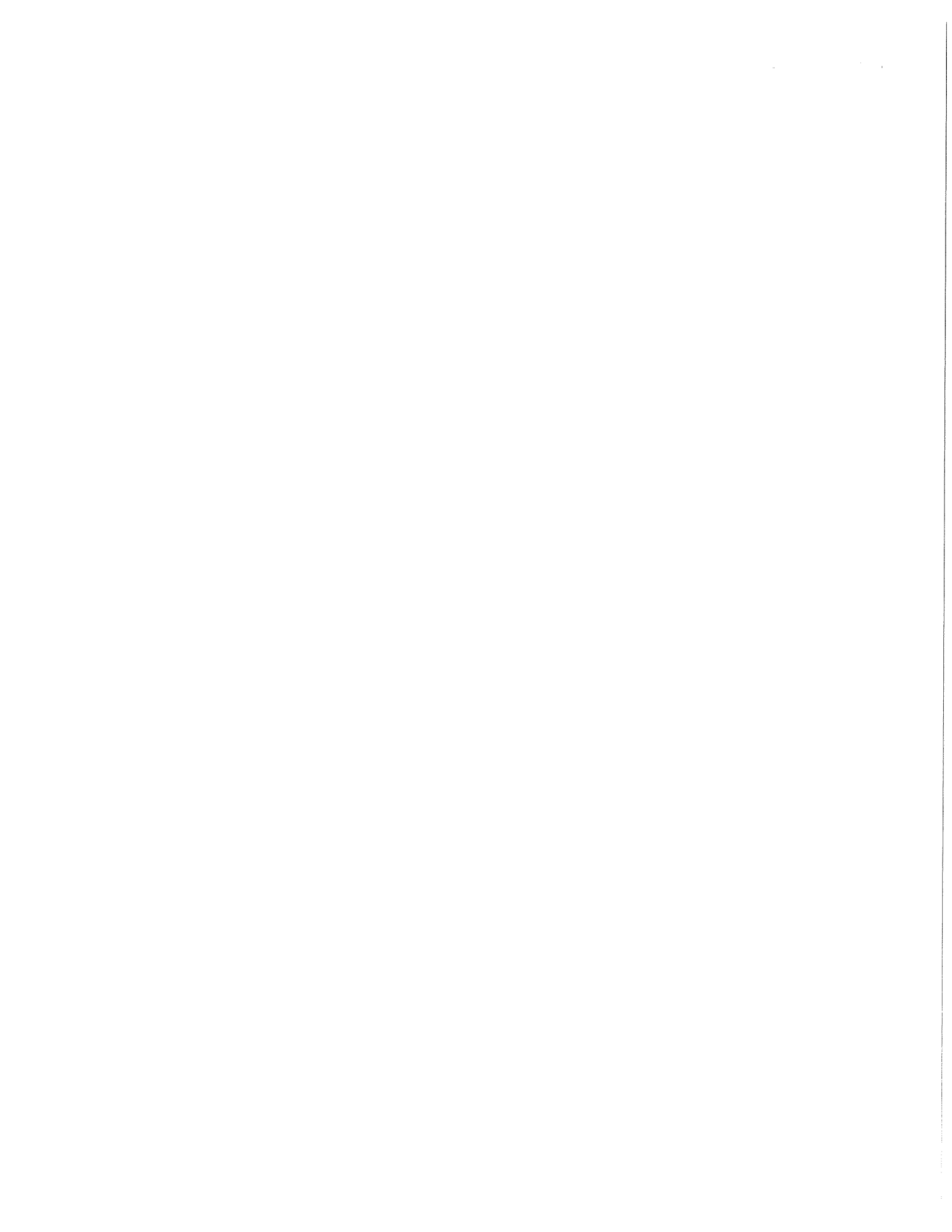
* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

**

NPN = National Producer Number assigned by the National Insurance Producer Registry



to assist with nonresident licensing in the future.



\$1,379,740.15
FILE COPY

BID OF PAYNE & DOLAN, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING

CONTRACT NO. 6970

IN

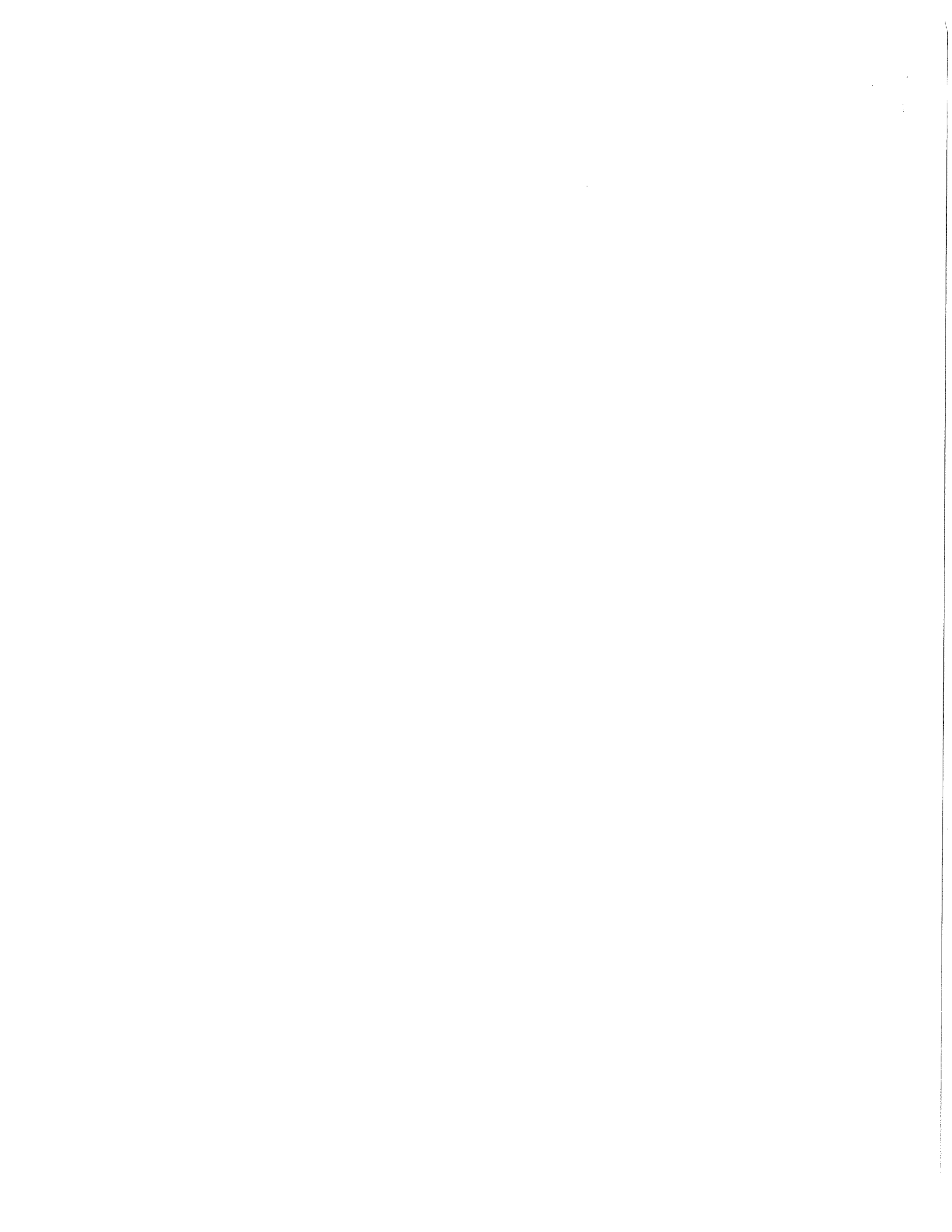
MADISON, DANE COUNTY, WISCONSIN

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

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

**CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713**

www.cityofmadison.com/business/pw



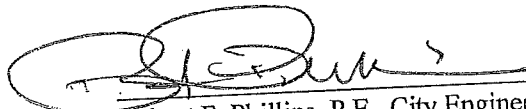
**RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970**

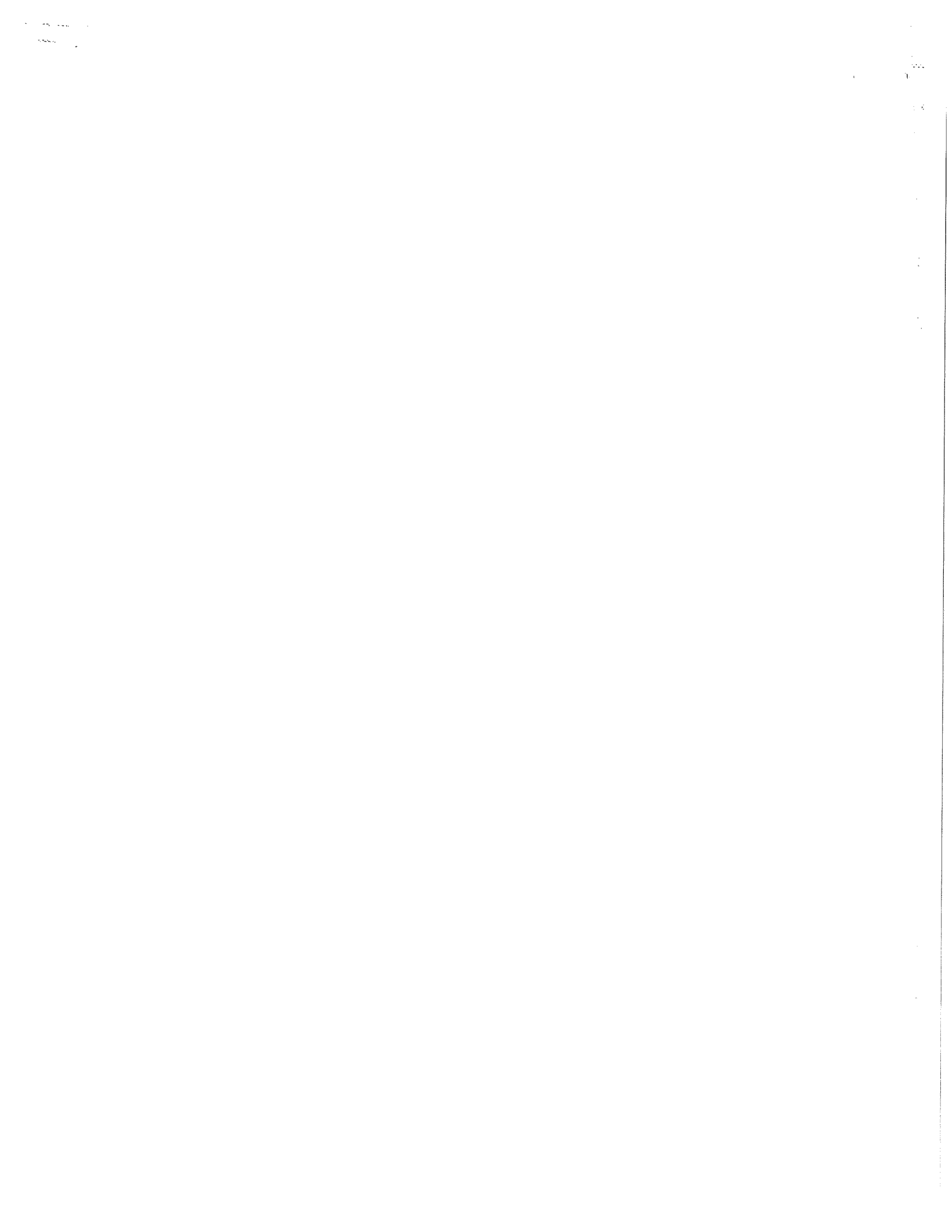
INDEX

SECTION A: ADVERTISEMENT FOR BIDSA-1
SECTION B: INSTRUCTIONS TO BIDDERSB-1
SECTION C: SBEC-1
SECTION D: SPECIAL PROVISIONSD-1
SECTION E: PROPOSALE-1
SECTION F: BID BONDF-1
SECTION G: AGREEMENTG-1
SECTION H: PAYMENT AND PERFORMANCE BONDH-1
SECTION I: PREVAILING WAGE RATEI-1

This Proposal, and Agreement have
been prepared by:

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


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



SECTION A: ADVERTISEMENT FOR BIDS

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

2013 MISIPGT PROGRAM DESIGNATION-ALL RESURFACING CONTRACTS

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|--------------|--|
| CONTRACT NO. | PROJECT NAME: |
| 6970 | RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING |
| SBE GOAL | 10% |

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

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2013 to January 31, 2014 must submit their application on or before 1:00 p.m., FEBRUARY 8, 2013, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

PRE-BID MEETING

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

OTHER REQUIREMENTS

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

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

Deadline for the Submittal of Bid is FEBRUARY 8, 2013 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on FEBRUARY 15, 2013 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

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

A BEST VALUE CONTRACTING MUNICIPALITY

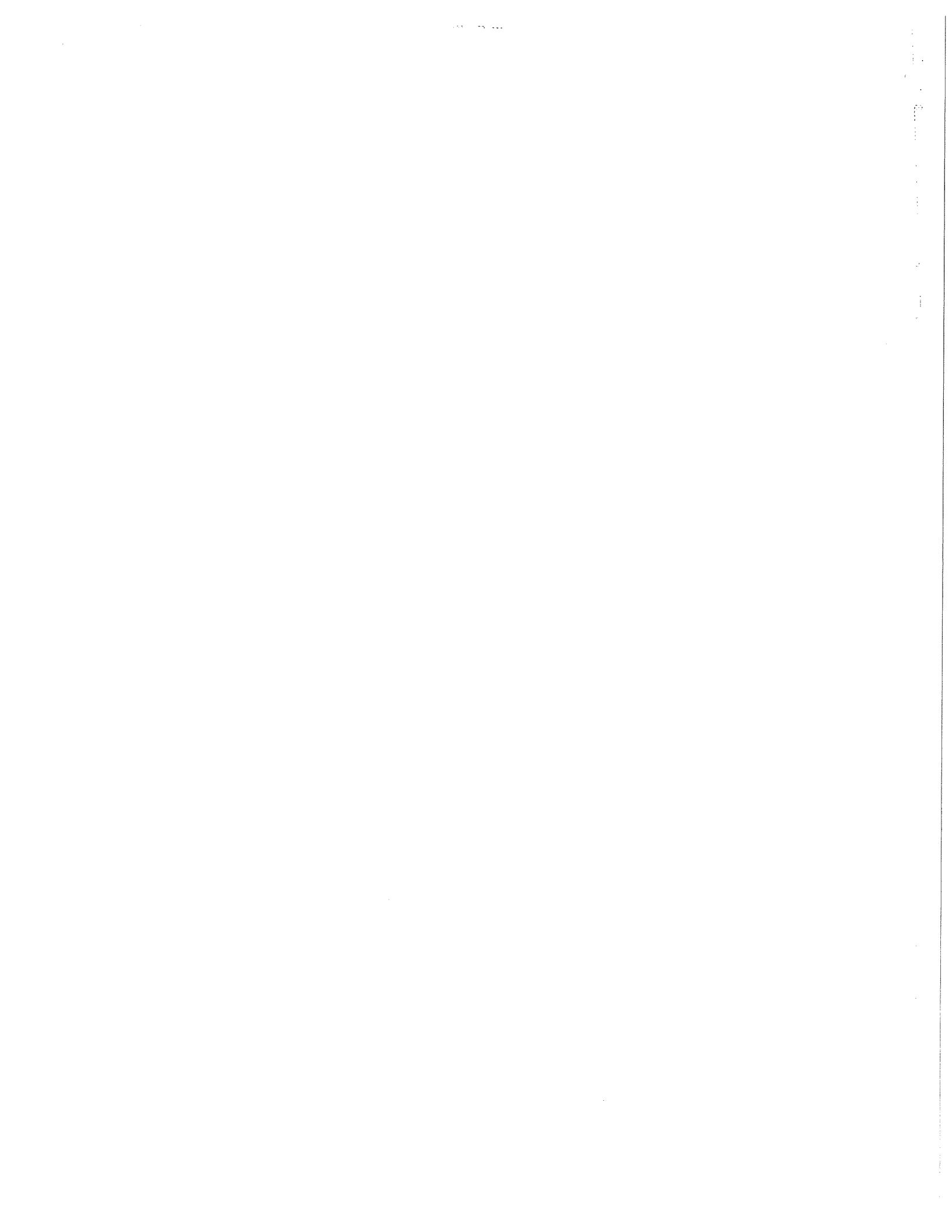
Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751.

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

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

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

Publ. WSJ 1/25/13 & 2/1/13



SECTION B: INSTRUCTIONS TO BIDDERS

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

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

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

Section 102.1: Pre-Qualification of Bidders

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

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

In accordance with Section 39.02(9)(a)1. of the Madison General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms. The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

Section 102.4: Proposals

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

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

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

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

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

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

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

Section 102.5: Bid Deposit (Proposal Guaranty)

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

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION C: SBE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification:

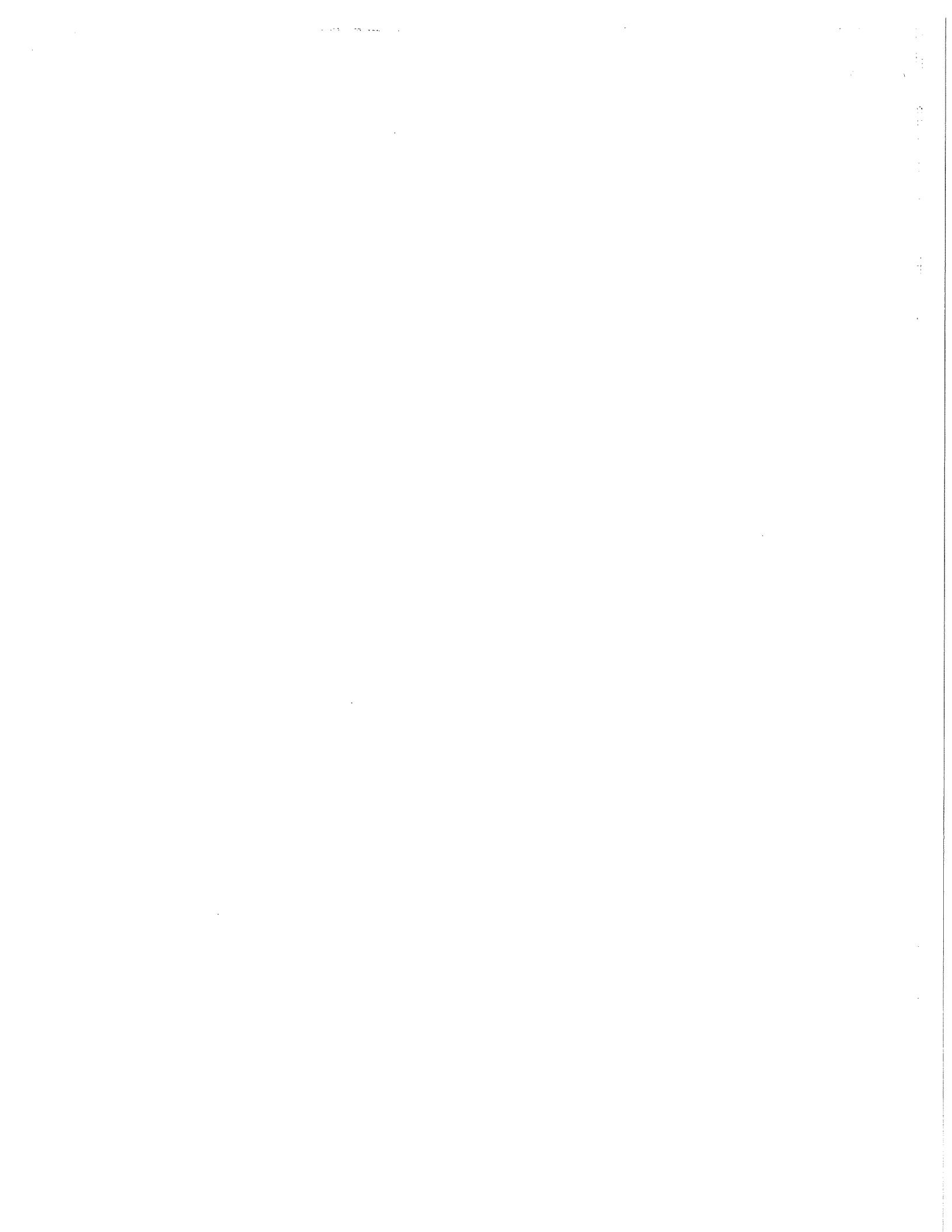
I, _____, _____ of
Name Title
_____ Company
_____ certify that the information

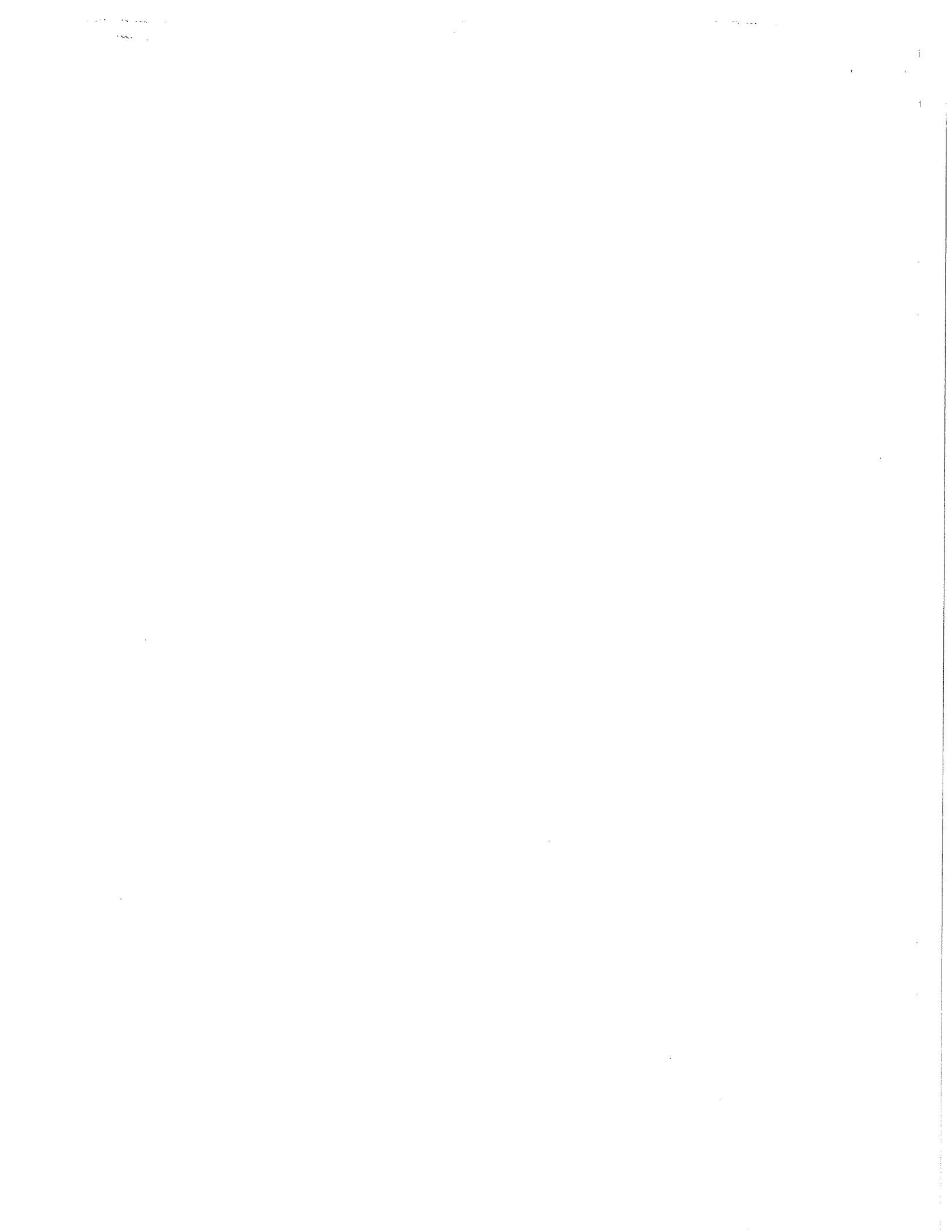
contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Witness' Signature

Bidder's Signature

Date





RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970

Small Business Enterprise Compliance Report

SBE Contact Report

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

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

SBE Information:

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING CONTRACT NO. 6970

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 102.8 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

There shall be a pre-bid meeting following the Small Business Enterprise (SBE) meeting, at 1:00 P.M., FEBRUARY 1, 2013, AT THE ENGINEERING SERVICE BUILDING, 1600 EMIL STREET to discuss essential requirements of the project. All potential bidders are strongly encouraged to attend.

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

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

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 104 SCOPE OF WORK

Work includes adjusting existing castings and water valve boxes in the pavement, asphalt milling and paving on Mineral Point Rd, Atwood Avenue, Winnebago St, Whitney Way and Odana Rd/Midvale Blvd Intersection. There will be some curb & gutter replacement and inlet adjustments on Mineral Point Road.

Atwood Ave has undistributed areas of mill and overlay. Atwood Ave limits will be marked in the field. The following are the approximate locations of the patches:

ATWOOD AVE

OUTBOUND LANES

Dunning St – Evergreen Ave: Both Lanes
Evergreen Ave – Ohio Ave: Curb Lane Only
Ohio Ave – Concrete Pavement: Both Lanes
Concrete Pavement – Hudson Ave: Both lanes
Hudson Ave – Marquette St: Curb Lane Only

INBOUND LANES

Corry St – Hudson Ave: Curb Lane Only
Hudson Ave – Concrete Pavement: Both Lanes
Concrete Pavement – Ohio Ave: Both Lanes

ATWOOD AVE – WINNEBAGO ST INTERSECTION

Entire intersection

**WINNEBAGO ST
INBOUND LANES**

Atwood Ave – Russell St: Both Lanes

OUTBOUND LANES

Atwood Ave – Russell St: Inside Lane Only

Pavement markings are included on Mineral Point Rd and Whitney Way. Traffic Engineering will place pavement markings on Atwood Ave and Winnebago St.

SECTION 104.3 CHANGES IN THE WORK

The quantity of these items listed in this Contract are estimates only.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease SHALL NOT constitute a claim for damages by the Contractor for loss of anticipated profits, NOR shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

SECTION 104.10 CLEANING UP

Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

ARTICLE 105.1 AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.6 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall have at all times during the progress of construction, one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in their construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

MG&E will be replacing natural gas mains and services on the following streets:

WHITNEY WAY MINERAL POINT RD

Traffic Engineering will install pavement markings on Atwood Ave and Winnebago St.

Traffic Engineering crews will be replacing or adding traffic signal loops after the paving and before the pavement markings on the following streets with signal loops:

WHITNEY WAY MINERAL POINT RD ATWOOD AVE

The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (Bill Gilbertson 266-4767), prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

SECTION 105.13 ORDER OF COMPLETION

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Project shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

No work shall begin on this contract until such time that asphalt mix design(s) are approved by the City of Madison.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses shall be maintained at all times.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. There are no schools.

SECTION 107.2 **PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

There is one section corner on Mineral Point Road near Presidential Lane.

The Contractor shall protect and carefully preserve all land boundary property corners, City survey control, and Public Land Survey monuments which exist within the project limits. Any of these three monument types which are disturbed or removed by the Contractor through the negligence or the carelessness of the Contractor's employees or subcontractors, shall be replaced by a Licensed Surveyor at the Contractor's expense. The Contractor shall contact City Surveyor, (267-1971), forty-eight (48) hours prior to any work adjacent to the monument to allow a City Surveyor to confirm the monument location. The City Surveyor shall also be contacted after the work has been completed in order to confirm the monument location has not been compromised.

The city will make a determination during construction as to whether or not the casting and/or monument will be replaced.

SECTION 107.6 **DUST PROOFING**

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 **MAINTENANCE OF TRAFFIC**

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

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

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced: WHITNEY WAY, MINERAL POINT RD, ATWOOD AVE, WINNEBAGO ST, ODANA RD/MIDVALE BLVD. The Traffic Control Plans shall be submitted 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 Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The contractor shall maintain two-way traffic on all two-way streets governed by this contract. Traffic lanes shall be a minimum of eleven (11) feet in width. When necessary, because of certain construction operations, the contractor may reduce the roadway width to twelve (12) feet with two-way traffic maintained by uniformed flag persons.

Mineral Point Road

Contractor shall not work in consecutive intersections including turn lanes at the same time.

The following intersections and turn lanes shall be open to all traffic during peak hours:

GRAND CANYON DR ROSA RD WHITNEY WAY ISLAND DR

In addition, Whitney Way and Grand Canyon Dr intersections including turn lanes shall be paved on a Saturday. Milling and patching this intersection shall occur on the Friday proceeding paving during non-peak hours. The contractor shall provide 5 days written notice before working in these intersections.

All intersections including turn lanes shall remain open except when actively working in that intersection.

Atwood Ave – Winnebago Intersection

All work within 100' of this intersection shall be done on a Saturday. The contractor shall provide 5 days written notice before working in this intersection.

Traffic Engineering shall provide traffic control when installing pavement markings.

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

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

PEAK HOUR RESTRICTIONS

The Contractor and any subcontractor for the Street Resurfacing Program shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on the below listed streets.

WHITNEY WAY ATWOOD AVE WINNEBAGO ST

During these hours, no work shall be performed in or adjacent to the roadway where traffic is being maintained or deliveries being made to the site that will in any way interfere with the movement of traffic.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before JUNE 6, 2013.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed by **AUGUST 23, 2013**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

Liquidated damages shall be assessed on a project basis in addition to assessing liquidated damages on this contract as a whole in accordance with Section 109.9 of the Specifications. In no case shall the Liquidated Damages exceed \$2500/day.

Mineral Point Road shall be completed in 30 Work Days. Liquidated damages shall be \$2000/day.

Whitney Way shall be completed in 5 Work Days. Liquidated damages shall be \$1000/day.

Atwood Avenue and Winnebago Street shall be completed in 4 Work Days. Liquidated damages shall be \$1000/day.

Mineral Point Rd

Mineral Point Road shall be done in at least two phases:

West Limit (Grand Canyon Dr) – Rosa Rd Rosa Rd – Berwyn Dr (East Limit)

All surfaces shall be paved the day after being milled unless otherwise approved by engineer such as if extensive base patching is required. No through traffic will be allowed on milled surfaces except at driveways and intersections for cross traffic.

Mineral Point Rd shall be completed between June 13, 2013 – August 31, 2013.

Work days will be charged beginning on the above date regardless of whether the contractor obtained an approved mix design.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor shall inspect and certify, in writing, that all sewer access points are in place, sealed and free of debris prior to leaving each site. If there is any debris in the sewer access points that the Contractor feels is not their responsibility they shall promptly bring it to the attention of the Project Engineer before beginning work. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. Any repairs required to the new pavement shall be by infrared method or approved by Engineer. All pavement edges in intersections that will be open to traffic shall be ramped. Ramping and removal of material shall be incidental to asphalt paving.

SECTION 110.1 MEASUREMENT OF QUANTITIES

Estimated quantities on proposal pages for pavement markings are for actual length of marked pavement (i.e. gaps are not included)

SECTION 403.4 UNDERCUT

If base problems are encountered, undercut may be required. Undercut of depths up to 1' shall be measured in square yards. Depths over 1' shall be paid as an additional undercut for each (undercut excavation - 1' in depth). Excess pulverized material may be used for backfilling the undercut areas, placed in 6" lifts and compacted if approved by engineer.

Where directed by the Engineer, crusher run (Breaker) shall be used for backfilling undercut areas placed in six (6) inch lifts and compacted. Placement of crusher run shall be paid under **BID ITEM 20219 - BREAKER RUN.**

403.13 ADJUST CATCHBASIN CASTING - RESURFACING

The finished top elevation of castings in the paved area of streets shall be set with a string line at least forty (40) feet long set over the casting parallel to the street direction at the proposed finished grade of the street.

STREET LIST

| ROAD | MILLING DEPTH | UPPER LAYER |
|--------------------------------|----------------------|--------------------|
| WHITNEY WAY | 3" MILL | 3" E-3 |
| MINERAL POINT RD | 3" MILL | 3" E-3 |
| ATWOOD AVE/WINNEBAGO ST | 2" MILL | 2" E-3 |

RESURFACING 2013

PAGE 1 OF 3

STREET MINERAL POINT RD
 LIMITS 300' W OF GRAND CANYON DR TO 125' E OF BERWYN DR

UNDERLINED NUMBERS MACHINE CURB < 100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

| ITEMS | LOCATION | ESTIMATED QUANTITY | DATE COMPLETE | FINAL MEASURE | REMARKS | CASTING | |
|-------|---------------------|--------------------|---------------|---------------|------------------|---------|------|
| | | | | | | NEW | USED |
| C&G | 6702 | 9 | | | | | |
| C&G | ISLAND OPP. 6320 | 9 | | | | | |
| C&G | 6222 | 16 | | | | | |
| C&G | ISLAND OPP. 6222 | 17 | | | | | |
| C&G | 5910 | 10 | | | | | |
| C&G | 5801 | 9 | | | | | |
| C&G | 5402 | 15 | | | | | |
| C&G | ISLAND OPP. 5103 | 10 | | | | | |
| INL. | 6702 | 1 | | | ADJUST | | |
| INL. | ISLAND OPP. 6320 | 1 | | | ADJUST | | |
| INL. | 6222 | 2 | | | REBUILD | | |
| INL. | ISLAND OPP. 6222 | 1 | | | REBUILD | | |
| INL. | 5910 | 1 | | | REBUILD | | |
| INL. | 5801 | 1 | | | REBUILD | | |
| INL. | 5402 | 1 | | | REBUILD | | |
| INL. | ISLAND OPP. 5103 | 1 | | | ADJUST | | |
| MH. | 6702 | 1 | | | ADJUST SANITARY | | |
| MH. | 6701 | 1 | | | ADJUST SANITARY | | |
| MH. | 6637 | 1 | | | ADJUST STORM | | |
| MH. | 6201 | 2 | | | ADJUST STORM | | |
| MH. | 6200 | 1 | | | ADJUST STORM | | |
| MH. | 6110 | 1 | | | ADJUST STORM | | |
| MH. | 5910 | 2 | | | ADJUST STORM | | |
| MH. | 5707 | 1 | | | ADJUST SANITARY | | |
| MH. | 401 CRARMANY DR | 1 | | | ADJUST SANITARY | | |
| MH. | 401 CRARMANY DR | 1 | | | ADJUST STORM | | |
| MH. | 421 CHARMANY DR | 1 | | | ADJUST STORM | | |
| MH. | 425 CHARMANY DR | 1 | | | ADJUST STORM | | |
| MH. | 401 PRESIDENTIAL LN | 1 | | | ADJUST STORM | | |
| MH. | 401 BERWYN DR | 1 | | | REPLACE SANITARY | | |

RESURFACING 2013

PAGE 2 OF 3

STREET MINERAL POINT RD
 LIMITS 300' W OF GRAND CANYON DR TO 125' E OF BERWYN DR

UNDERLINED NUMBERS MACHINE CURB < 100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

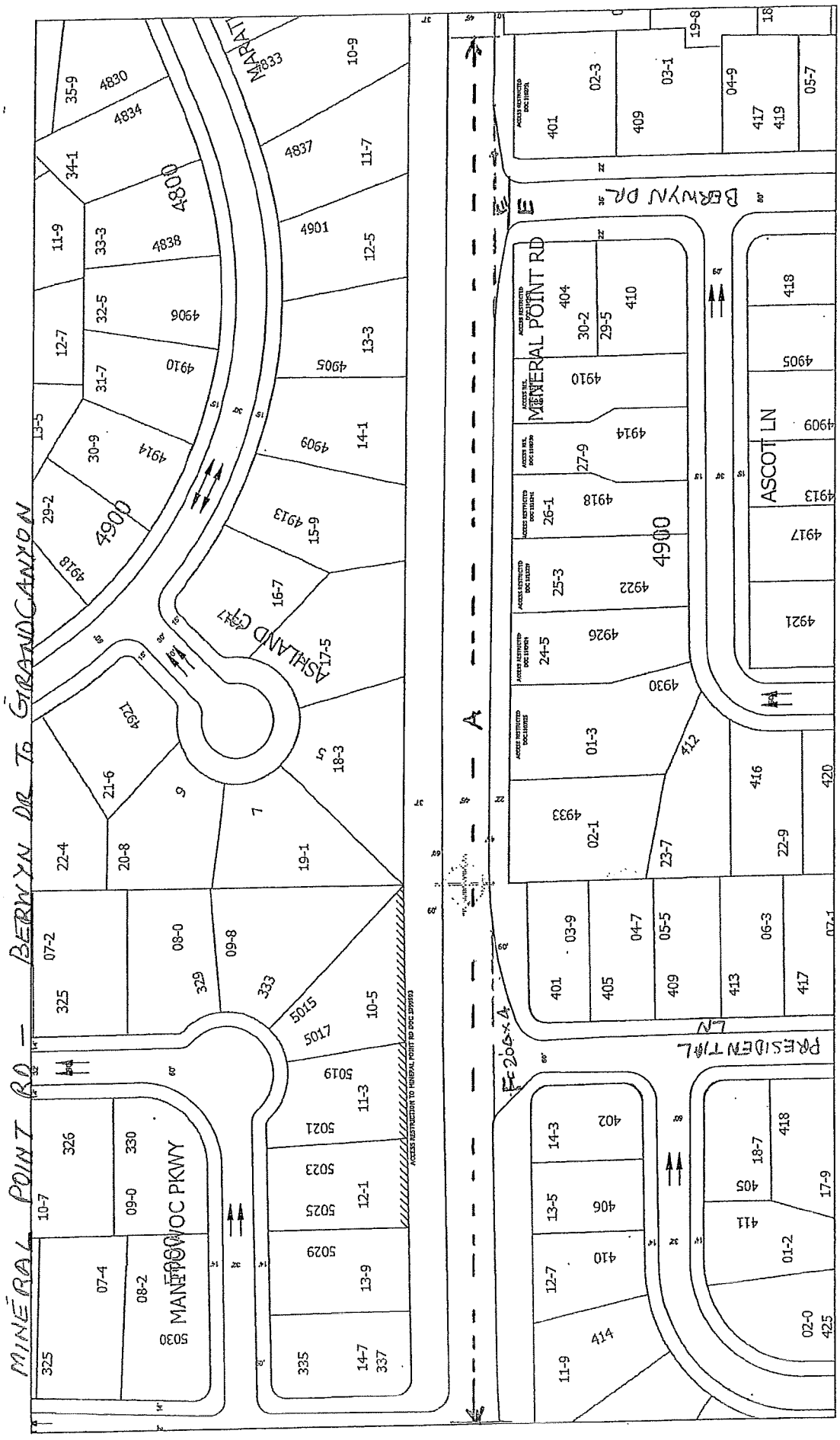
| ITEMS | LOCATION | ESTIMATED QUANTITY | DATE COMPLETE | FINAL MEASURE | REMARKS | CASTING | |
|-------|--------------------|--------------------|---------------|---------------|---------|---------|------|
| | | | | | | NEW | USED |
| V.C. | 6702 | | | | ADJUST | | |
| V.C. | 6701 | | | | ADJUST | | |
| V.C. | 6622 | | | | ADJUST | | |
| V.C. | 10 MESA VERDE CT | | | | ADJUST | | |
| V.C. | 18 MESA VERDE CT | | | | ADJUST | | |
| V.C. | 306 YELLOWSTONE DR | | | | ADJUST | | |
| V.C. | 6320 | | | | ADJUST | | |
| V.C. | 6320 | | | | ADJUST | | |
| V.C. | 6320 | | | | ADJUST | | |
| V.C. | 321 NAUTILAS DR | | | | ADJUST | | |
| V.C. | 321 NAUTILAS DR | | | | ADJUST | | |
| V.C. | 6210 | | | | ADJUST | | |
| V.C. | 6210 | | | | ADJUST | | |
| V.C. | 6200 | | | | ADJUST | | |
| V.C. | 6201 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5910 | | | | ADJUST | | |
| V.C. | 5701 | | | | ADJUST | | |
| V.C. | 5701 | | | | ADJUST | | |
| V.C. | 5707 | | | | ADJUST | | |
| V.C. | 5707 | | | | ADJUST | | |
| V.C. | 401 CRARMANY DR | | | | ADJUST | | |
| V.C. | 401 CRARMANY DR | | | | ADJUST | | |

RESURFACING 2013

STREET NAME: MINERAL POINT RD

LIMITS: BERWYN DR TO GRAND CANYON

| | | | |
|------------------------------|--------------------------------|----------------------------|-----------------|
| | A =Mineau Pky To Racine | 1534.00X44.0 = | 7499.56 |
| | B =Racine to Transition | 184.00X(66+40)/2 = | 1083.56 |
| N | C =up to whitney way | 1586.00X66.00 = | 11630.67 |
| ↕ | D =whitney way to grand canyon | 6866.00X68.00 = | 51876.44 |
| ↔ | E =berwyn dr | (215.0+60.0) / 2 X 14.0 = | 213.89 |
| ↕ | F =presidential ln | 200.00X4.00 = | 88.89 |
| | G =Science Dr | 14.0X(82.0+48.0)/2 = | 101.11 |
| | H =whitney way | 32.0X(144.0+98.0)/2 = | 430.22 |
| | I = Rosa Rd | 32.00X36.00 = | 128.00 |
| | I =S Rosa Rd | 2-25' - R = | 34.82 |
| | J =Yellow stone Dr | 6.00X(75.0+48.0) /2 = | 41.00 |
| | K =Nautilus Dr | 30.00X28.00 = | 93.33 |
| | K =Nautilus Dr | 2-26' - R = | 37.46 |
| | L =Grand Canyon dr | 61.00X 36.00 = | 244.00 |
| | L =Grand Canyon dr | 2-38' - R = | 76.44 |
| | TURNING LANE | | |
| | A1= SCIENCE DR | (91X11)+100X(11+0)/2= | 172.33 |
| | A2= SCIENCE DR | 60.00X24.00 = | 160.00 |
| | A3=whitney way | 119X(11+0)/2+(323X11) = | 467.50 |
| | A4 =whitney way | 307X11+130X(11+0)/2= | 454.67 |
| | A5 =S Rosa Rd | 270X11+100X(11+0)/2 = | 391.11 |
| | A6 =S Rosa Rd | 241X11+115X(11+0) /2= | 364.83 |
| | A7 =Woodford dr | 208X11+118X(11+0)/2 = | 326.33 |
| | A8 =Woodford dr | 178X11+124X(11+0)/2 = | 293.33 |
| | A9 =Wood ford to Island dr | 224.00X(16+0)/2= | 199.11 |
| | A10 = " | 50.00X (9.0+28.0)/ 2 = | 102.78 |
| | A11 = " " | 45.00X(26+4) / 2 = | 75.00 |
| | A12 =Wood ford to Island dr | 99X(12+16)/2+130X(12+0)/2= | 240.67 |
| | A13 = Island Dr | (200X11)+100X(11+0)/2 = | 305.56 |
| | A14 = Island Dr | (230X11)+109X(11+0)/2 = | 347.72 |
| | A15 =Nautilus Dr | (172X11)+118(11+0)/2 = | 282.33 |
| | A16 =Nautilus Dr | (231X11)+114X(11+0)/2 = | 352.00 |
| | A17 =Yellowstone Dr | (242X11)+121X(11+0) /2 = | 369.72 |
| | A18 =Yellowstone Dr | (219X11)+99X(11+0)/ 2 = | 328.17 |
| | A19 =Grand Canyon Dr | (243X11)+113X(11+0)/ 2 = | 366.05 |
| | A20 =Grand Canyon Dr | 234.00X11.00 = | 286.00 |
| | TOTAL | | 79464.60 |
| ITEMS | | | |
| TACK COAT | | 3,973.00 | GAL |
| HMA LOWER LAYER | | | TON |
| HMA UPPER LAYER | 19MM E-3 / 3" P.G. (64-22) | 14,304.00 | |
| ESTIMATED UNDERCUT | | 35.00 | SY |
| BASE PATCH GRINDING METHOD 1 | ESTIMATED | 500.00 | SY |
| BASE PATCH GRINDING METHOD 3 | ESTIMATED | 7,800.00 | |
| RAMPING SAS | | | SY |
| WEDGE CUT GRINDING CONCRETE | | | SY |
| FULL WIDTH GRINDING | | 79,465.00 | SY |
| PULVERIZE | | 0.00 | SY |

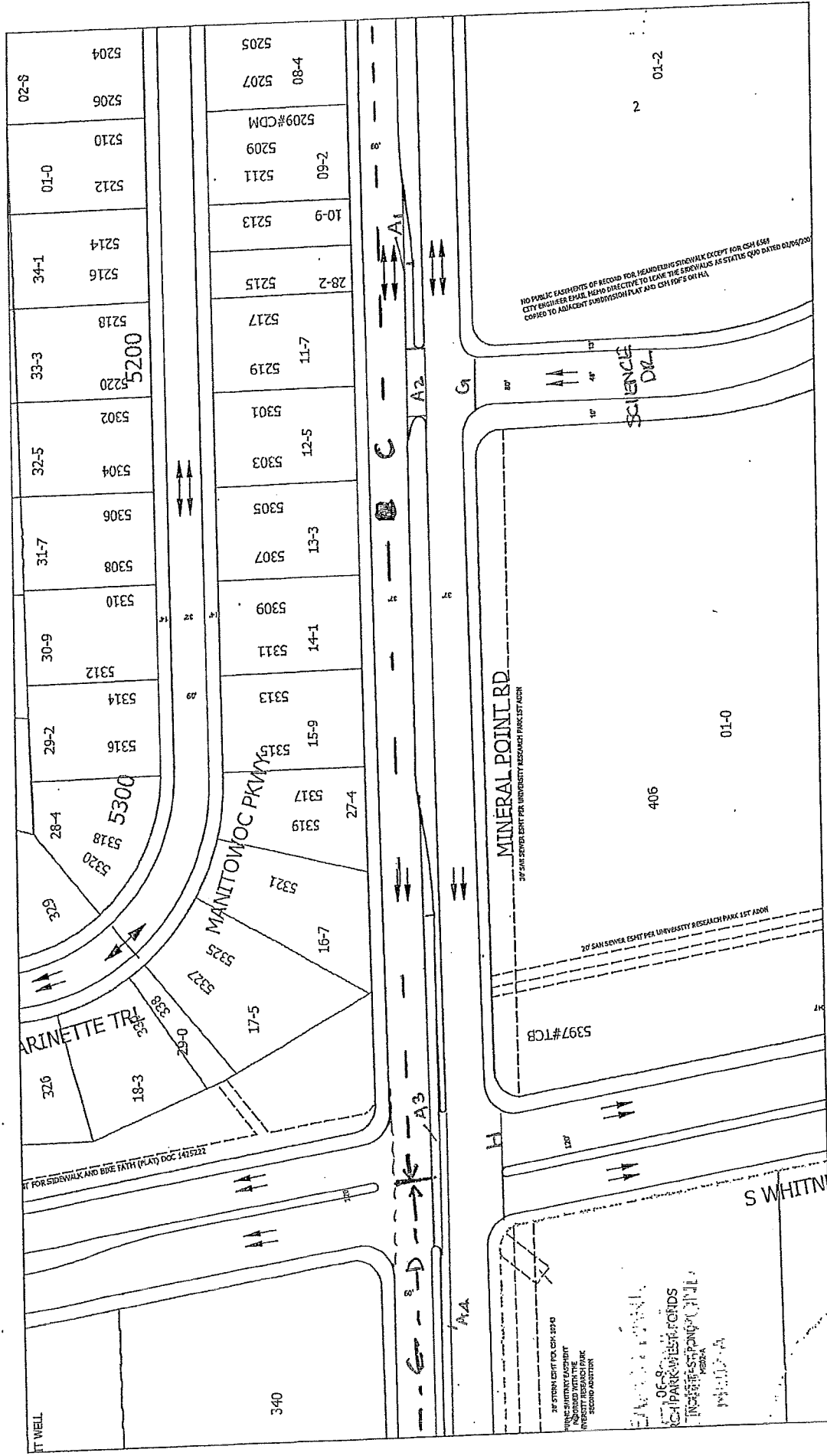


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City of Madison, WI - GIS/Mapping data

Printed By: enhks

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages

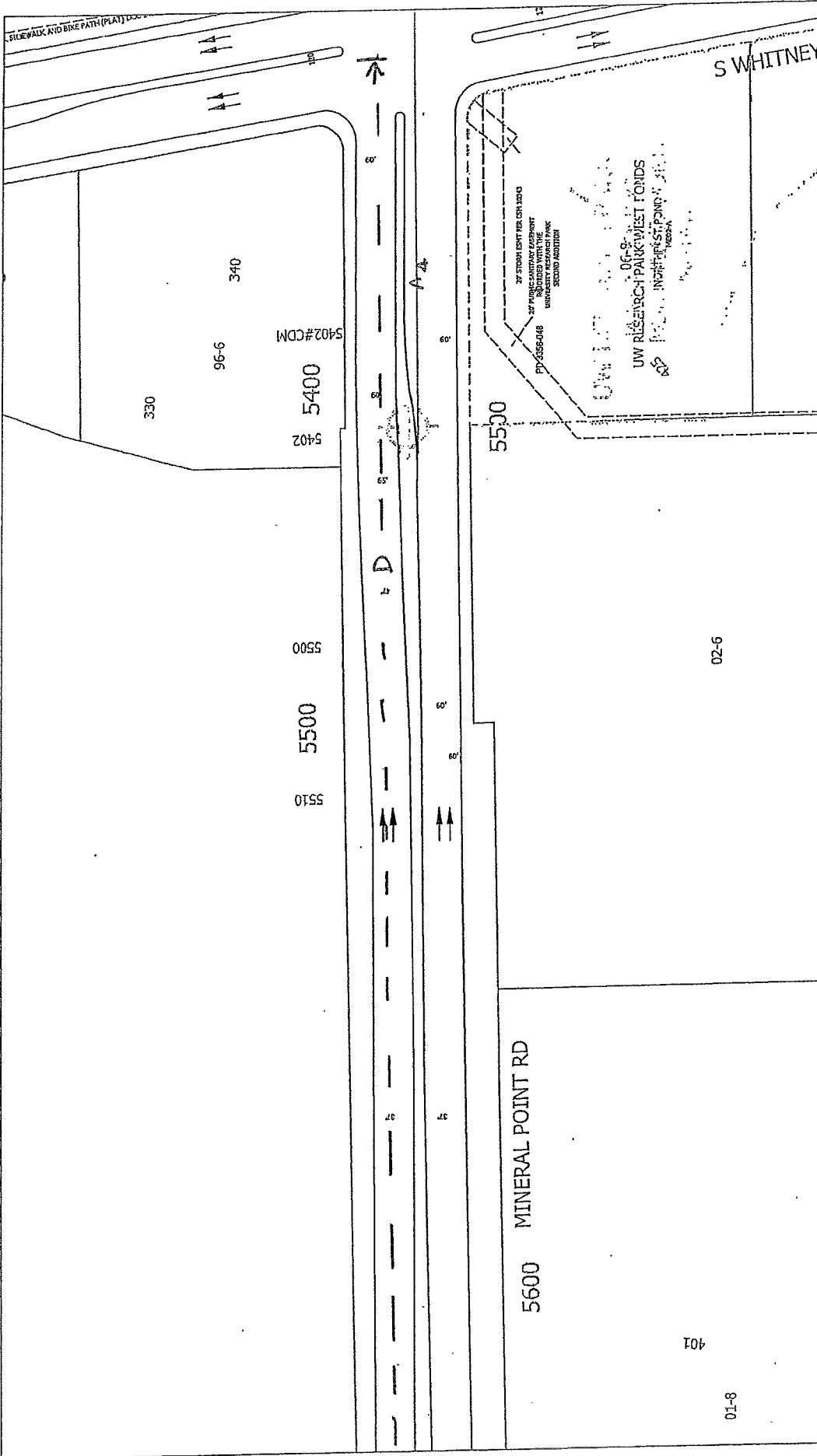


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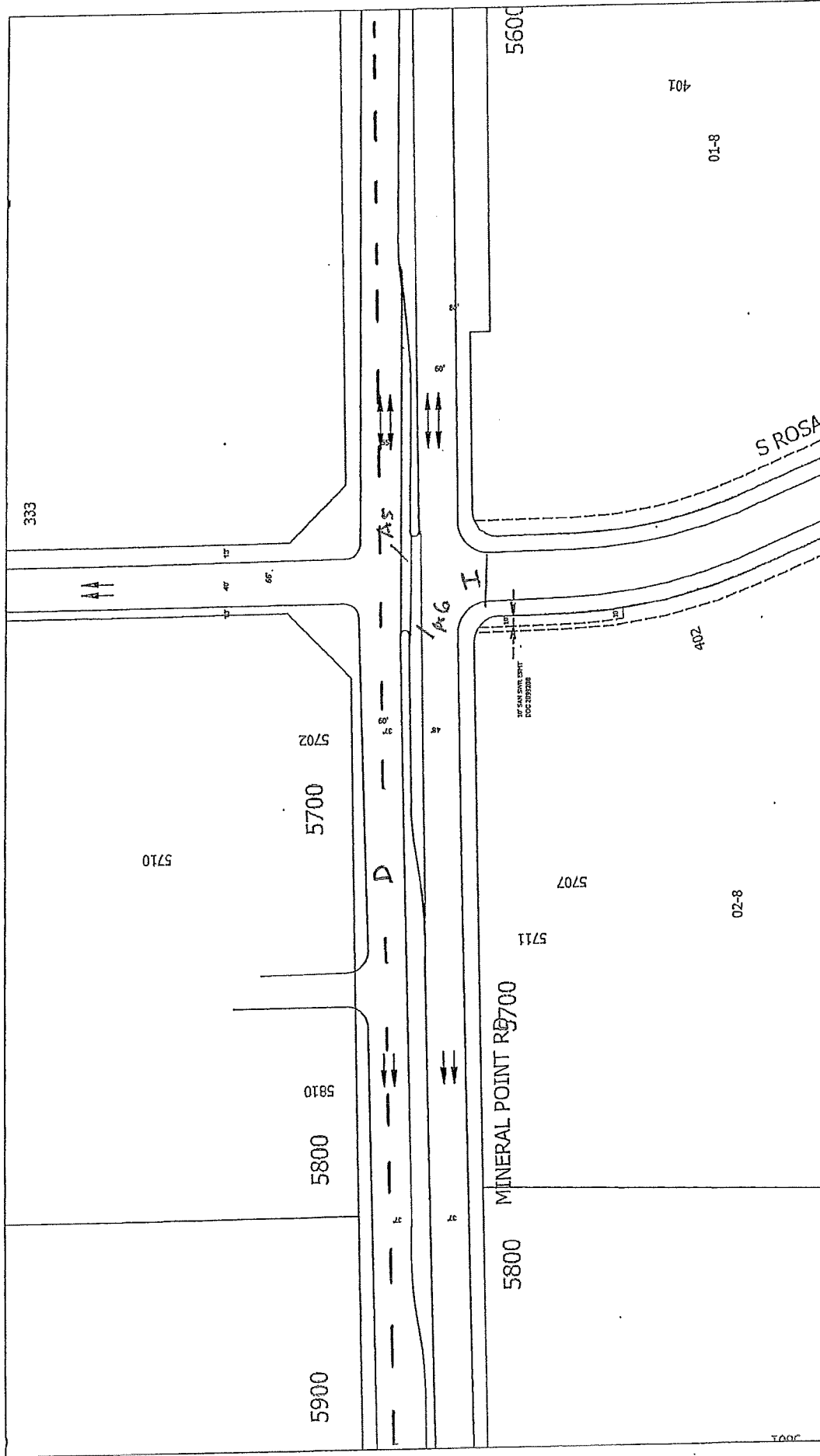
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Printed By: ehks

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



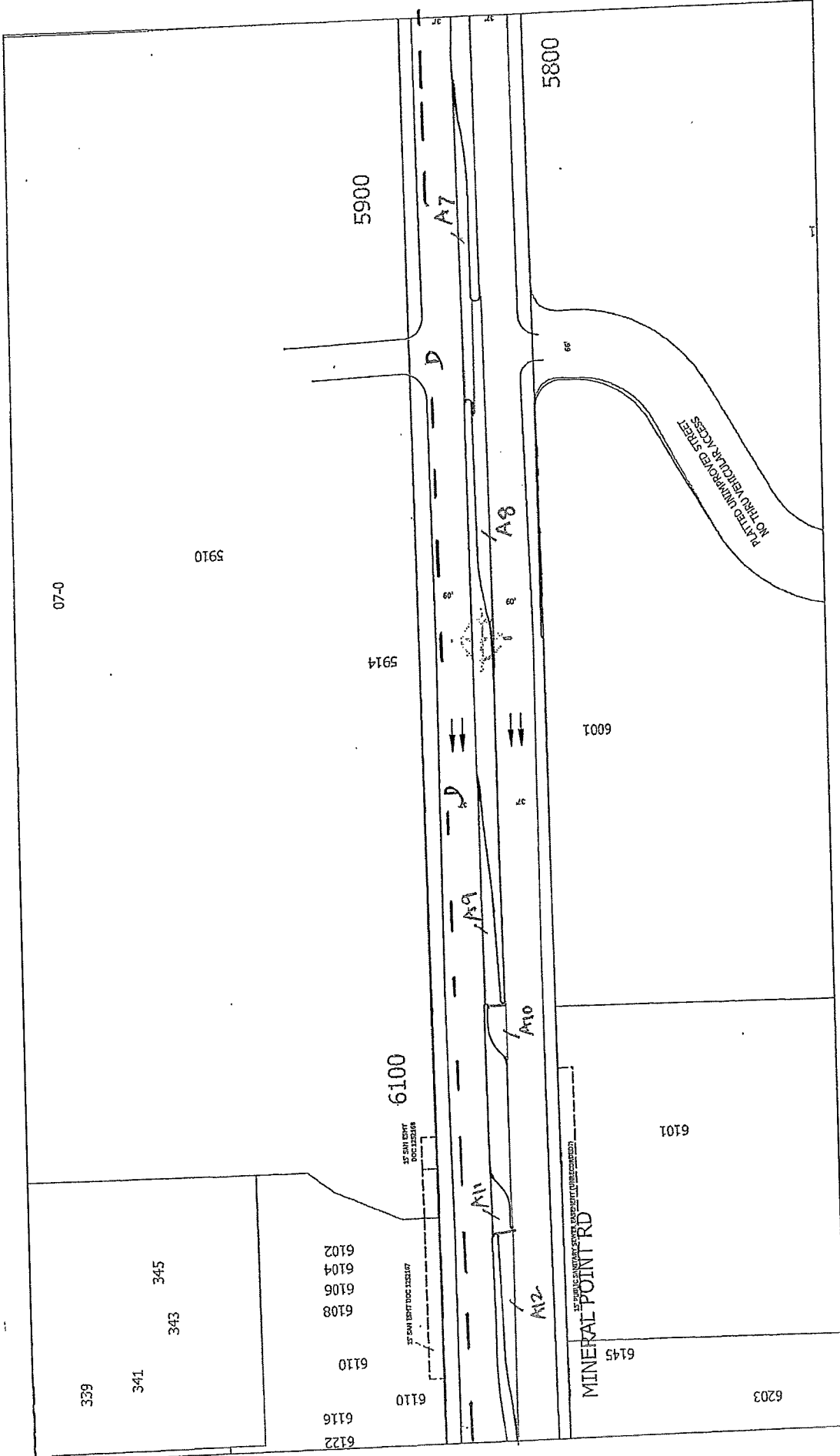
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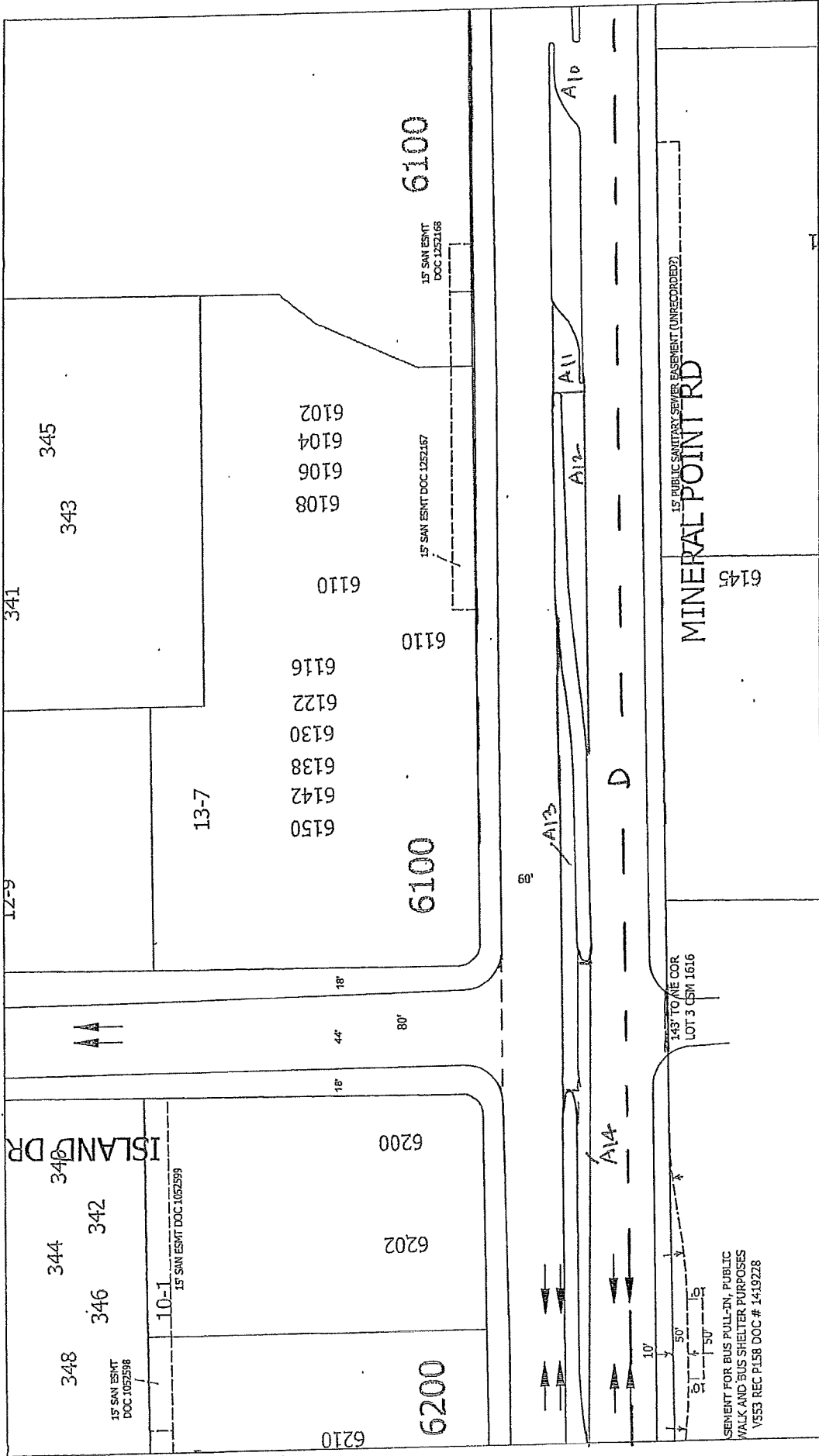
Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



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City of Madison, WI - GIS/Mapping data

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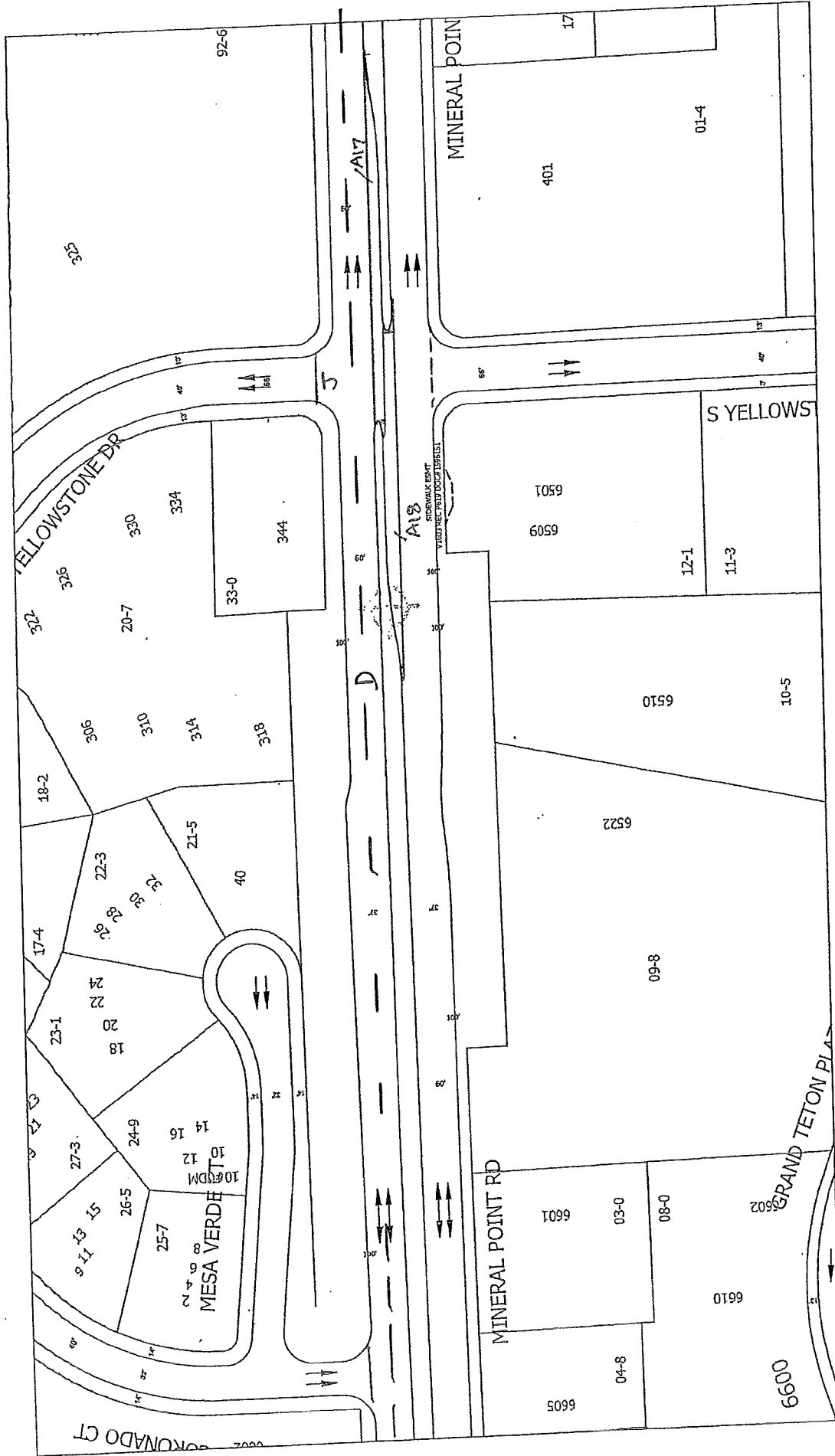


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City of Madison, WI - GIS/Mapping data

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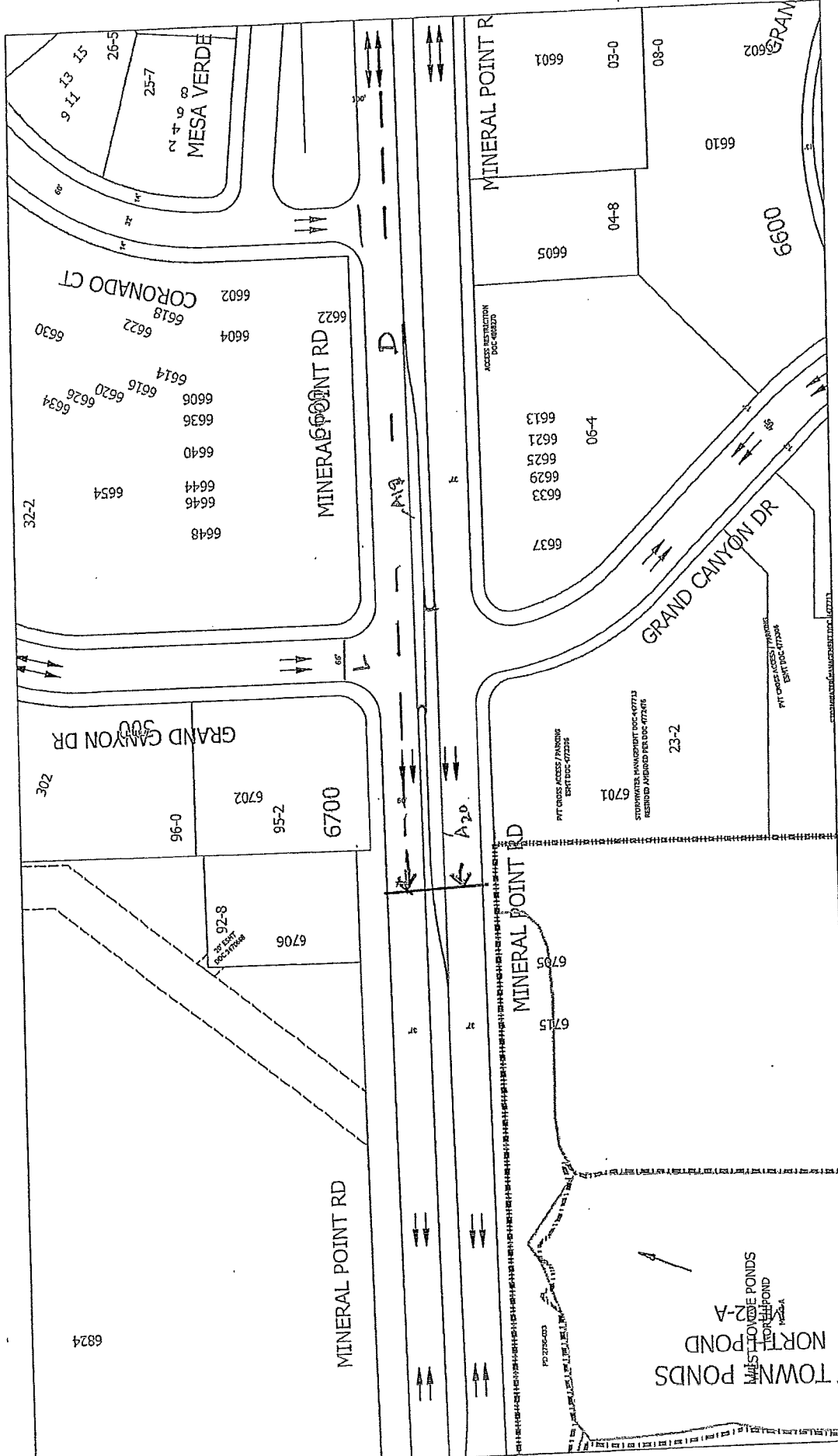
Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



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City of Madison, WI - GIS/Mapping data

Printed By: ehhs
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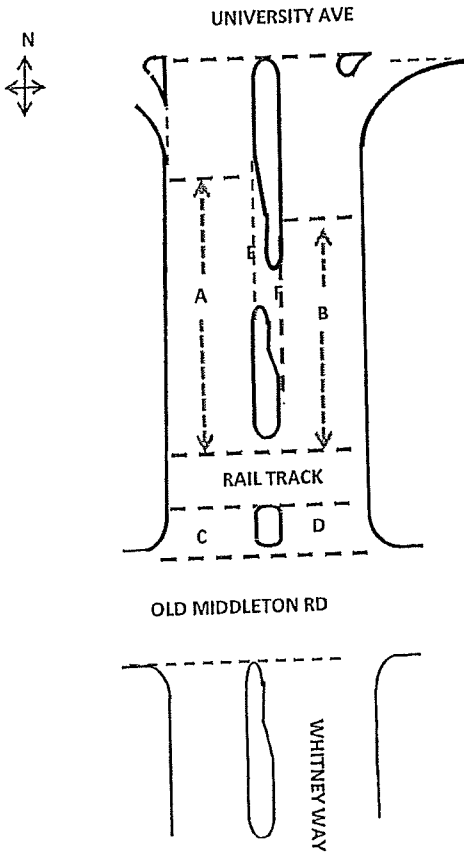
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City of Madison, WI - GIS/Mapping data

Printed By: ehbks
 Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages

RESURFACING 2013

STREET NAME: N. WHITNEY WAY
 LIMITS: OLD MIDDLETON RD TO UNIVERSITY AVE



AREA

$A = 680.00 \times 30.00 = 2266.67$
 $B = 580.00 \times 30.00 = 1933.33$
 $C = 48.00 \times 32.00 = 170.67$
 $D = 50.00 \times 30.00 = 166.67$
 $E = 148.00 \times 10.00 = 164.44$
 $(48.00 \times 10.00) / 2 = 26.67$
 $F = 158.00 \times 10.00 = 175.56$
 $(90.00 \times 10.00) / 2 = 50.00$

TOTAL 4,954.01

| | | |
|--|----------|-----|
| TACK COAT | 248.00 | GAL |
| HMA LOWER LAYER | | TON |
| HMA UPPER LAYER 19MM E-3 / 3.0" P.G. (64-22) | 892.00 | TON |
| BASE PATCH GRINDING METHOD 3 ESTIMATED | 500.00 | SY |
| BASE PATCH GRINDING METHOD 1 ESTIMATED | | SY |
| RAMPING SAS | | SY |
| WEDGE CUT GRINDING CONCRETE | | SY |
| FULL WIDTH GRINDING | 4,954.00 | SY |
| PULVERIZE | | SY |

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



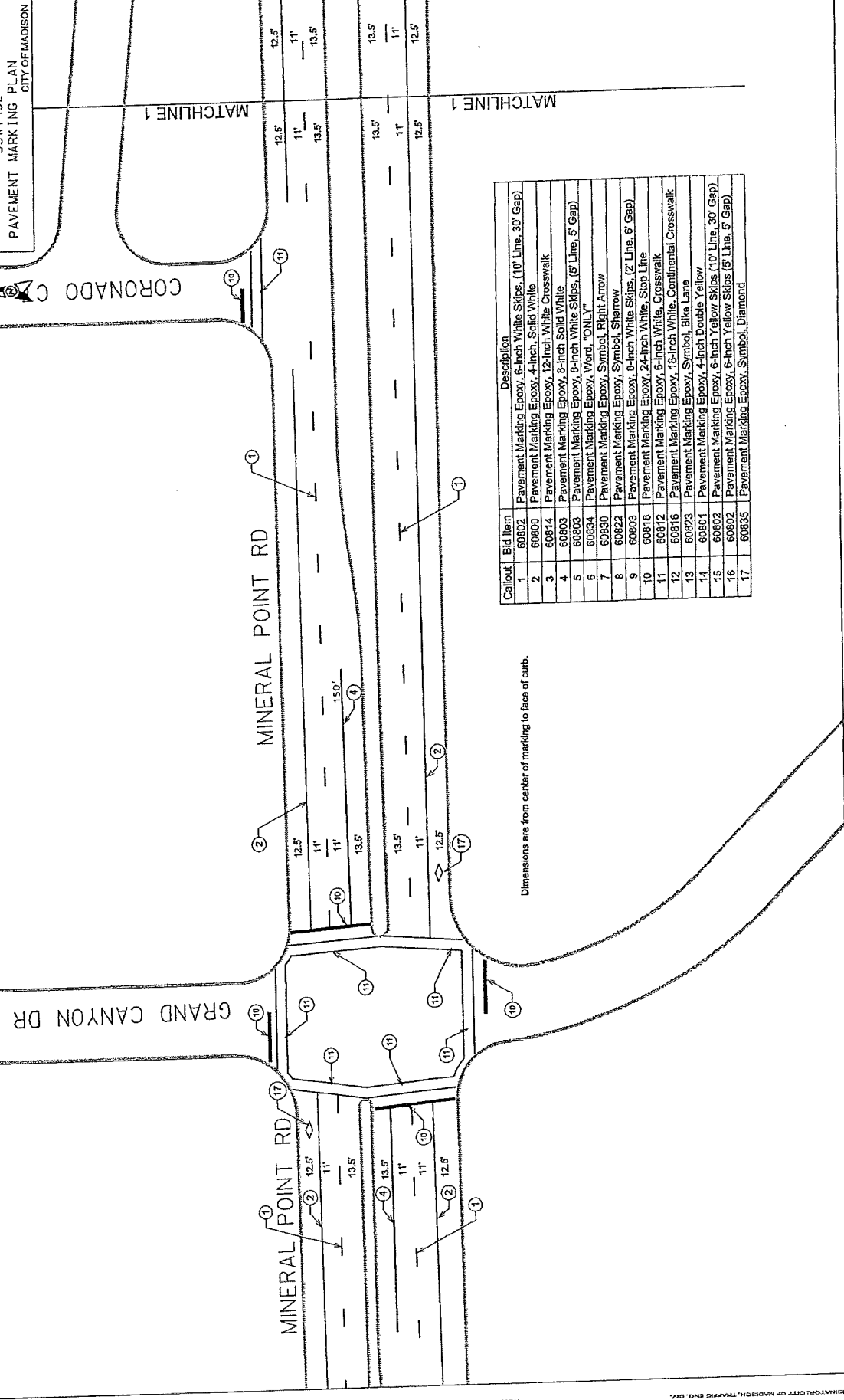
CORONADO C

MINERAL POINT RD

MINERAL POINT RD

MINERAL POINT RD

MINERAL POINT RD



Dimensions are from center of marking to face of curb.

| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (2' Line, 6' Gap) |
| 10 | 60816 | Pavement Marking Epoxy, 24-inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-inch White, Continental Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-inch White, Continal Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (6' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

PROF. DATE:

PROF. NAME:

REV. DATE:

REV. NAME:

PROF. DATE:

PROF. NAME:

REV. DATE:

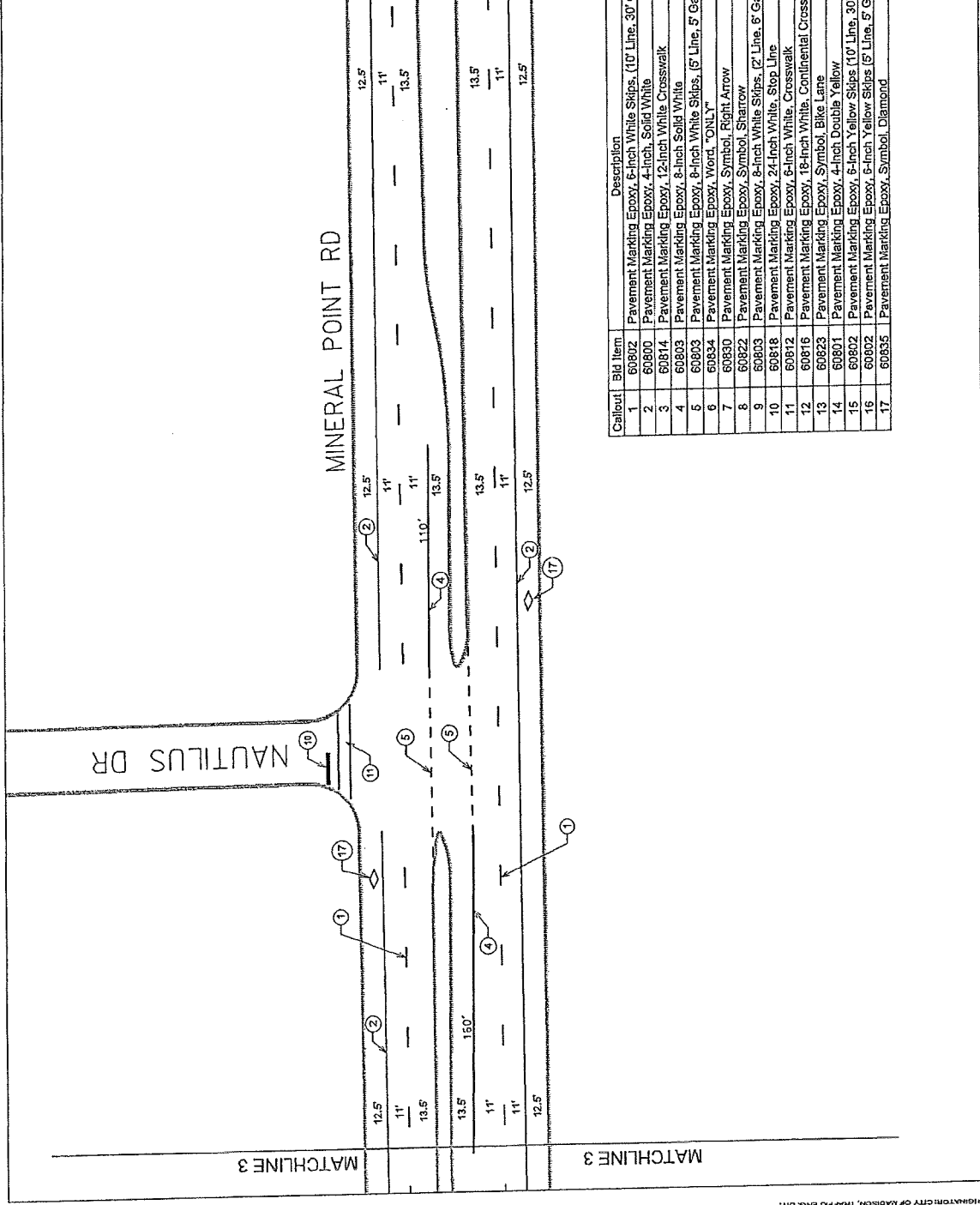
REV. NAME:

DATE: 11/02/13

FILE NAME: W:\DESIGN\TARRANT\CONTRIBUTOR\PROJECTS\53W1492 Resurfacing\mwp-0713.dwg

ORGANIZATION CITY OF MADISON, TRAFFIC ENG. DIV.

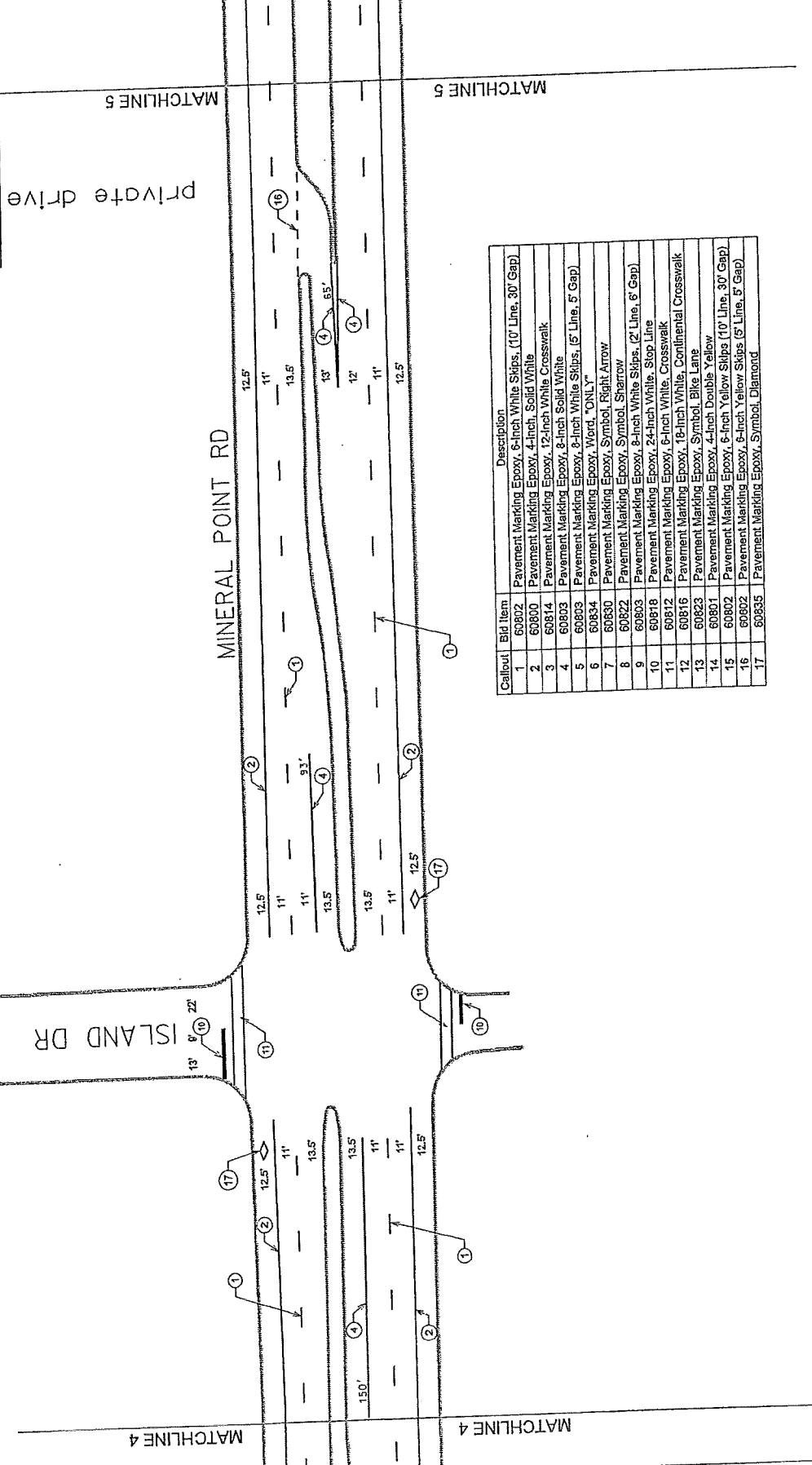
RESURFACING 2013
 53W1492 PLAN
 PAVEMENT MARKING
 CITY OF MADISON



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-Inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 8-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

RESURFACING 2013

53W1492
PAVEMENT MARKING PLAN
CITY OF MADISON



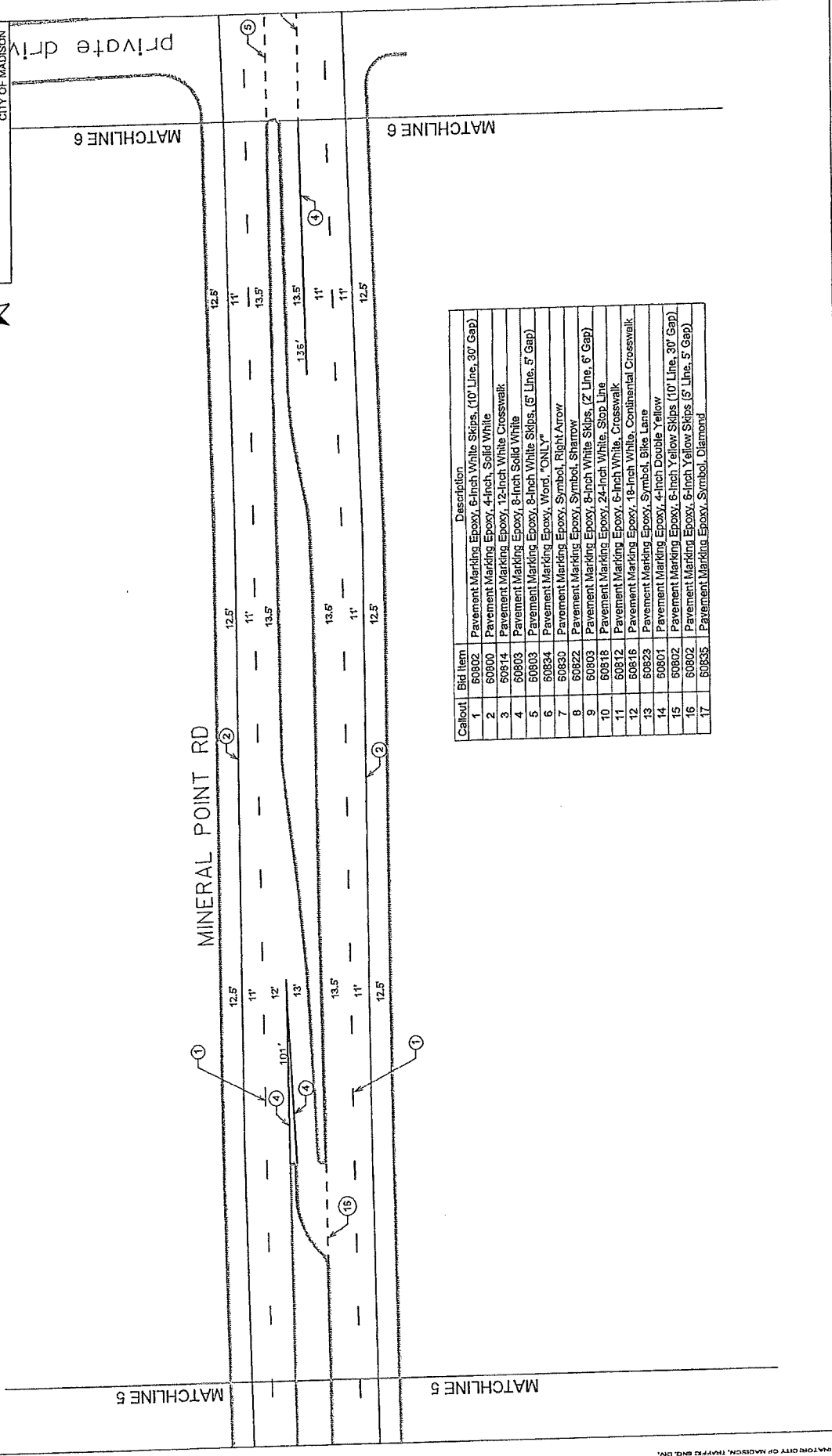
| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-inch Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Shearow |
| 9 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (2' Line, 8' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-inch White Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 8-inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 11/20/13

FILE NAME: M:\2013\RESURFACING\53W1492\PAVEMENT MARKING PLAN.dwg

ORIGINATOR: CITY OF MADISON, MAINTENANCE DIV.

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



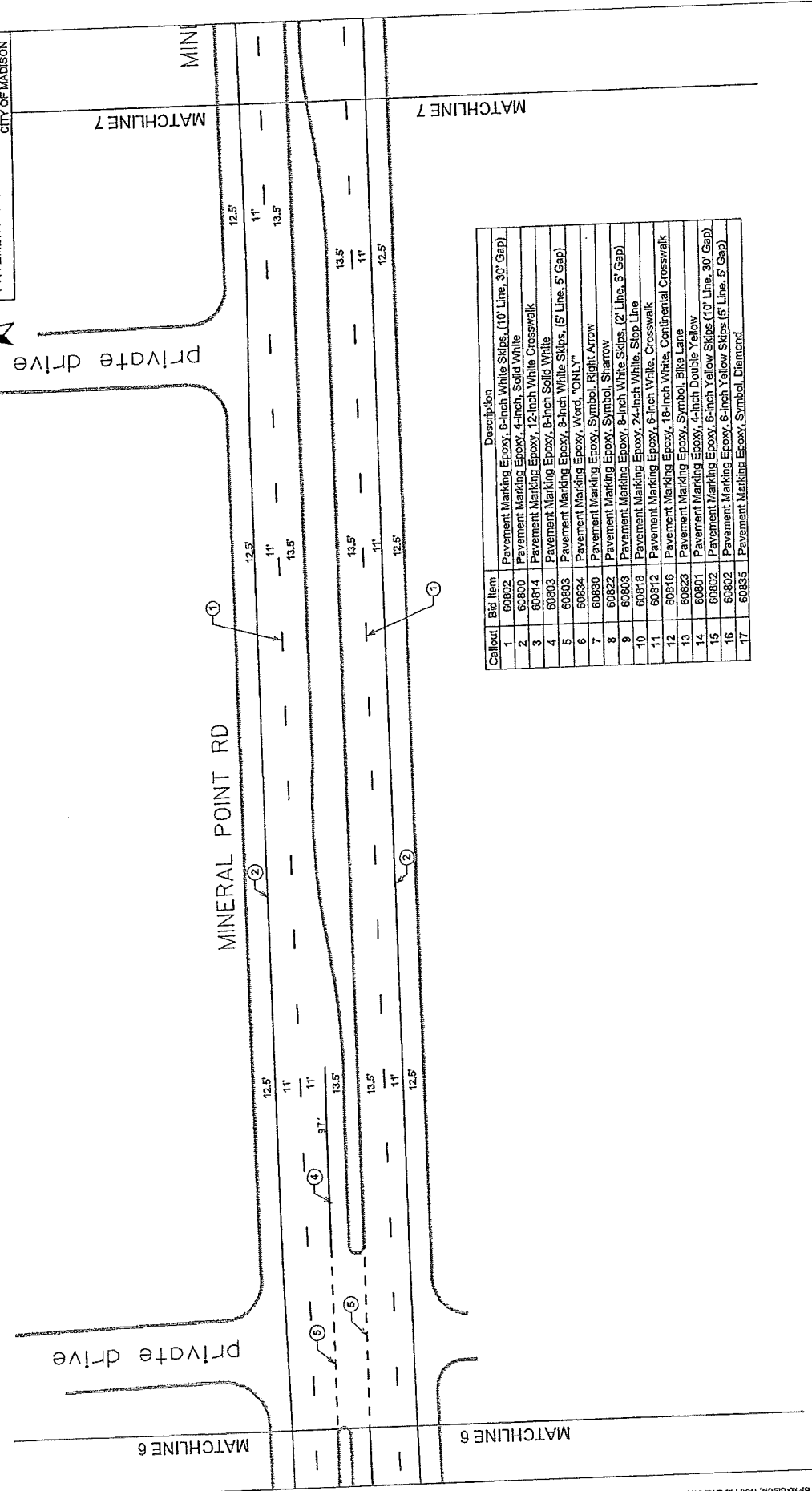
| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-Inch Solid White |
| 5 | 60903 | Pavement Marking Epoxy, 8-Inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Slop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60858 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 11/02/13

FILE NAME: MADISONCITY\WORK\AMC\CONTR\BID\Proj\60803\53W1492\Resurfacing\pavement.mxd-0313.dwg

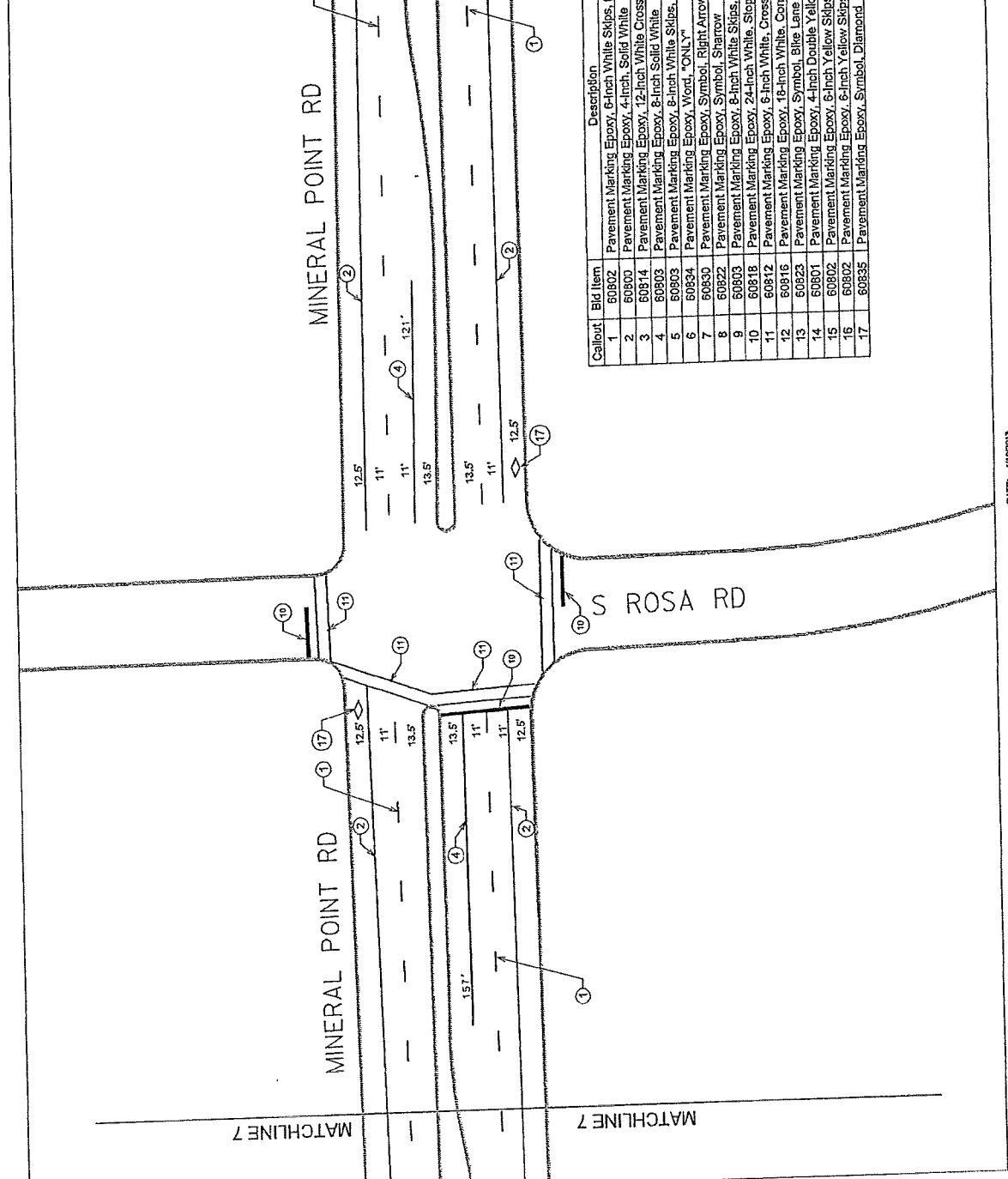
RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON

SHEET NO.
 M-7



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-Inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (5' Lfne, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60903 | Pavement Marking Epoxy, 6-Inch Solid White |
| 5 | 60903 | Pavement Marking Epoxy, 6-Inch White Skips, (6' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Blue Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 1/10/2013

FILE NAME: M:\DESIGN\RESURFACING\Construction\Projects\53W1492\Resurfacing\resurfacing-2013.dwg

ORIGINATOR: CITY OF MADISON, PLANNING ENG. DIV.

REV. DATE:

PLT NAME:

PLT SCALE:

RESURFACING 2013



SHEET NO.
M-9

53W1492 PLAN
PAVEMENT MARKING
CITY OF MADISON

PLOT SCALE:

PLANTING:

REV. DATE:

CHRYSTOR CITY OF MADISON, TRAFFIC ENG. DIV.

MINERAL POINT RD

MATCHLINE 9

MATCHLINE 9

MATCHLINE 8

MATCHLINE 8

①

②

②

①

12.5'

11'

13.5'

13.5'

11'

12.5'

12.5'

11'

13.5'

13.5'

11'

12.5'

| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 6-Inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 6-Inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (6' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

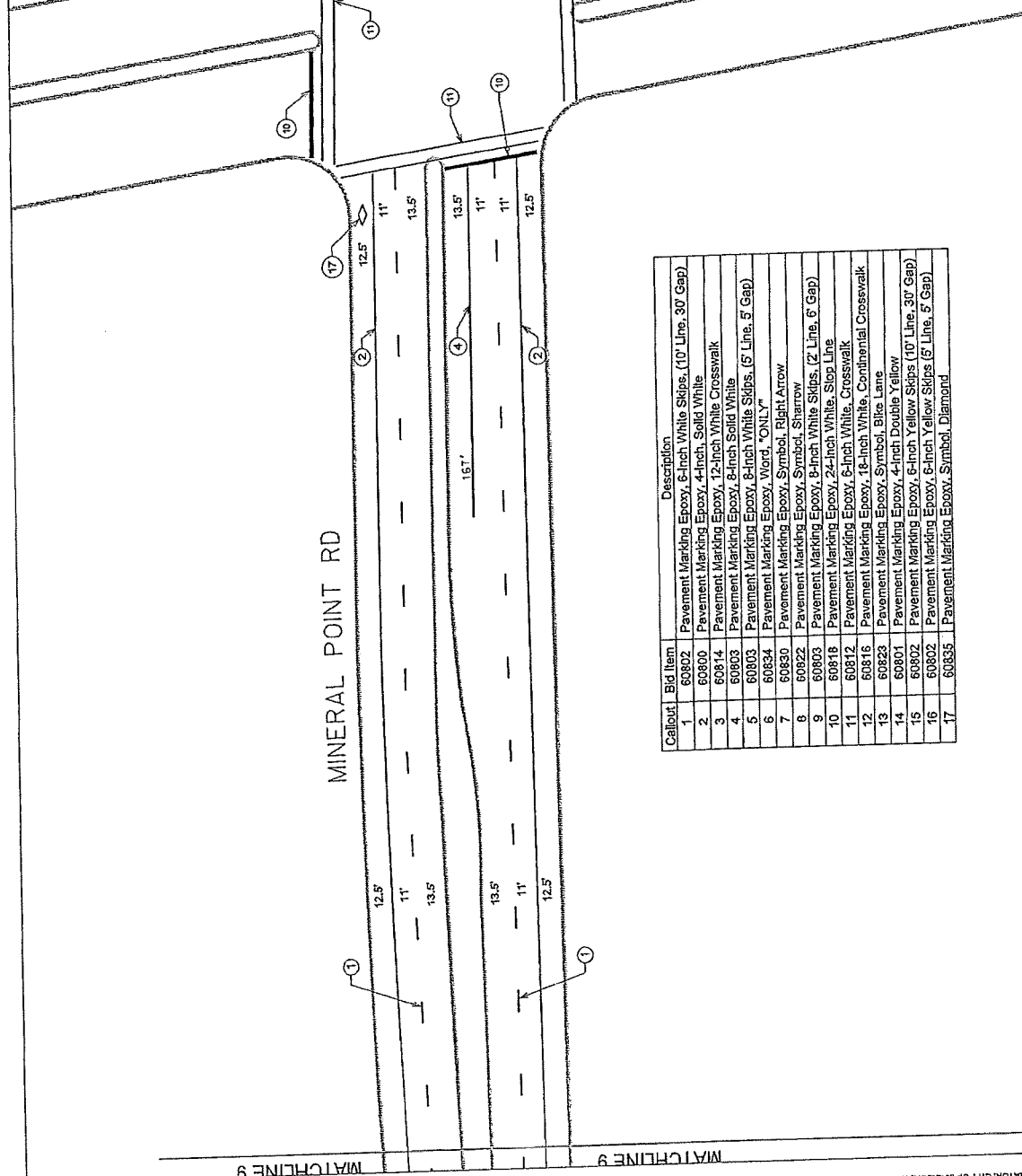
DATE: 1/10/2013

FILE NAME: H:\2013\2013\RESURFACING\53W1492\53W1492_PAVEMENT MARKING_2013.dgn

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



SHEET NO.
 M-10



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-Inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 11/12/13

FILE NAME: I:\DESIGN\PROJECTS\CONCRETE\PROJECTS\53W1492\Resurfacing\workbooks\2013.dwg

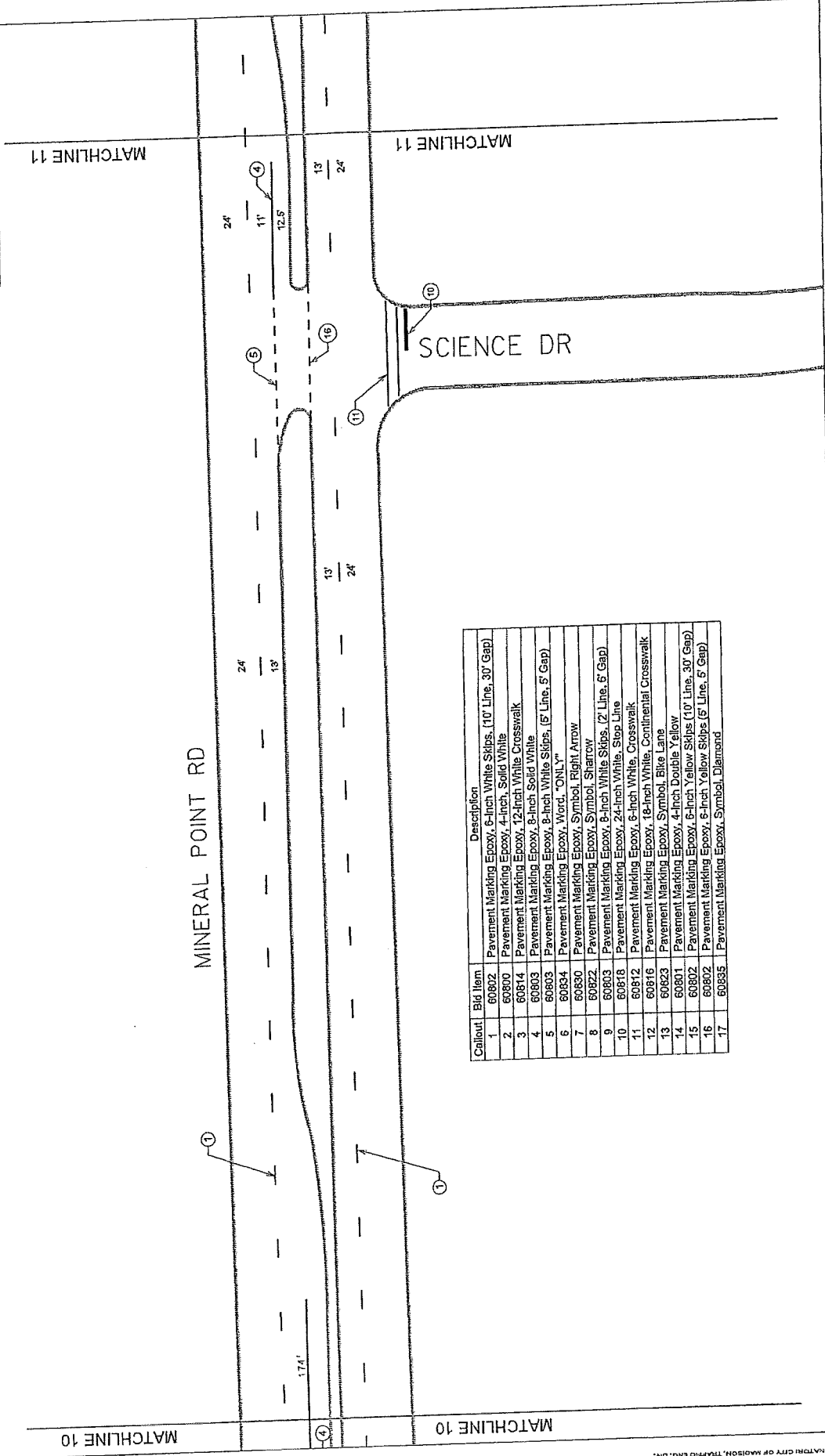
ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

REV. DATE: _____
 PLOT NAME: _____
 PLOT SCALE: _____

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



SHEET NO. M-1.1



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-Inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "CHILLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 12 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 13 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 14 | 60801 | Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap) |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Skips (5' Line, 5' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, Symbol, Diamond |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 1/1/2013

FILE NAME: MADISTEN\WORK\TAM\COM\WORKITEM PROJECTS\2013\53W1492 Resurfacing\resurfacing-2013.dwg

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

REV. DATE: PLOT NAME: PLOT SCALE:

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



SHEET NO.
 M-12

MINERAL POINT RD

MATCHLINE 12

MATCHLINE 12

24'

13'

13'

24'

| Callout | Bid Item |
|---------|----------|
| 1 | 60802 |
| 2 | 60800 |
| 3 | 60814 |
| 4 | 60803 |
| 5 | 60803 |
| 6 | 60834 |
| 7 | 60830 |
| 8 | 60822 |
| 9 | 60803 |
| 10 | 60818 |
| 11 | 60812 |
| 12 | 60816 |
| 13 | 60823 |
| 14 | 60801 |
| 15 | 60802 |
| 16 | 60802 |
| 17 | 60835 |

| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-Inch White Stips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-Inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-Inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-Inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-Inch White Stips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-Inch White Stips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-Inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-Inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-Inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-Inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Stips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-Inch Yellow Stips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 11/10/13

FILE NAME: M:\GIS\PROJECTS\2013\RESURFACING\RESURFACING-2013.dwg

PLOT SCALE:

PLT NAME:

REV. DATE:

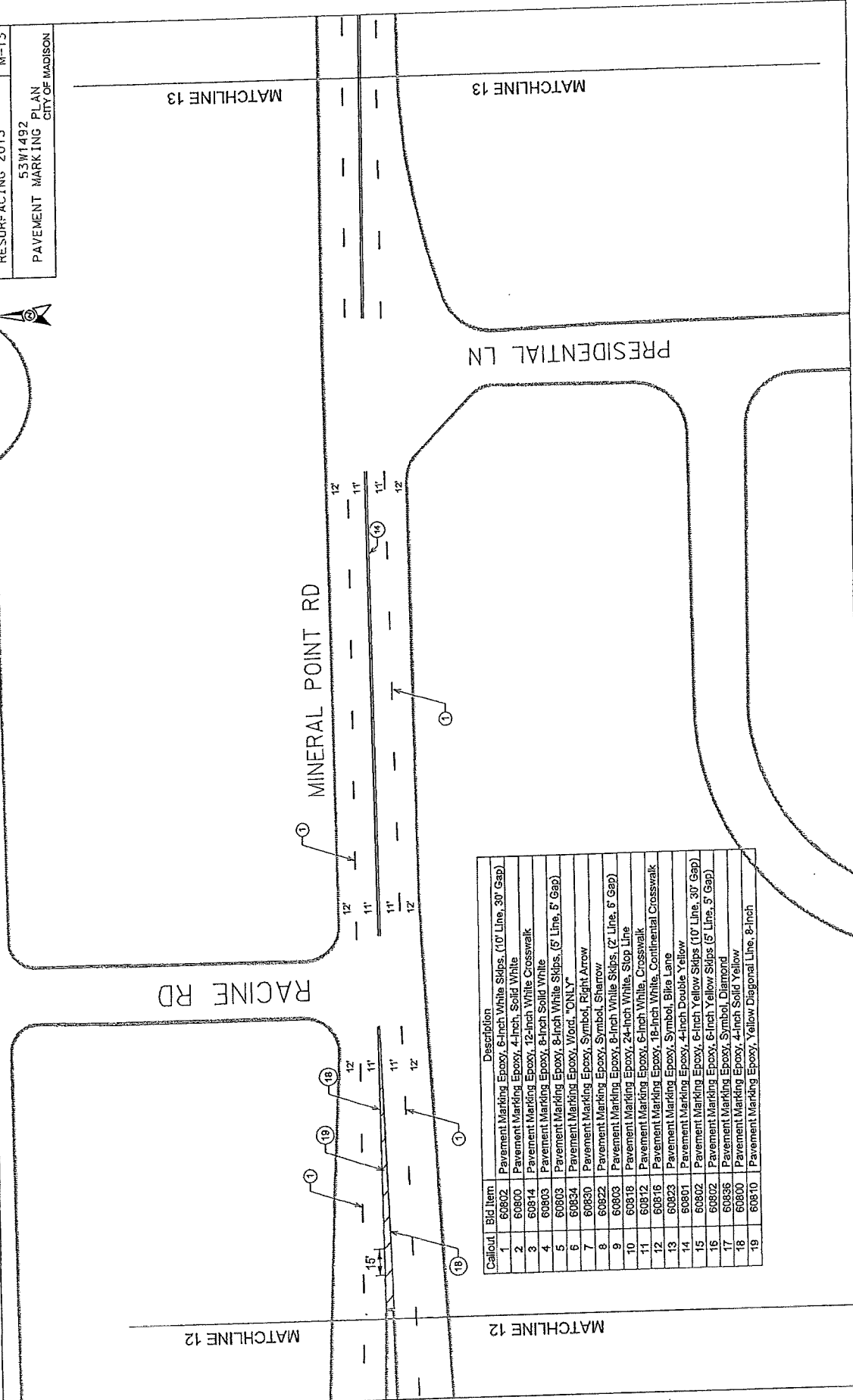
DESIGNED BY: TRAFFIC ENGINEER, CITY OF MADISON

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON



SHEET NO.
 M-13

PROGNOSTIC CITY OF MADISON, TRAFFIC ENG. DIV.
 REV. DATE
 PORT SCALE
 DATE 1/11/2013



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Narrow |
| 9 | 60803 | Pavement Marking Epoxy, 6-inch White Skips, (2' Line, 6' Gap) |
| 10 | 60812 | Pavement Marking Epoxy, 24-inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60836 | Pavement Marking Epoxy, Symbol, Diamond |
| 18 | 60800 | Pavement Marking Epoxy, 4-inch Solid Yellow |
| 19 | 60810 | Pavement Marking Epoxy, Yellow Diagonal Line, 8-inch |

FILE NAME: M:\PROJECTS\2013\RESURFACING\53W1492_PavementMarkingPlan.mxd

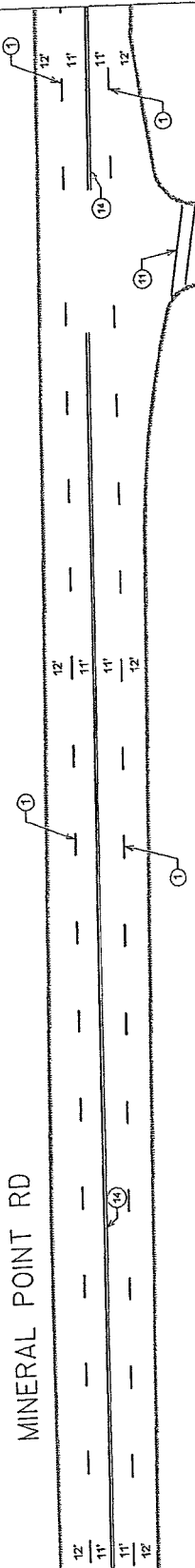
RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON

SHEET NO.
 M-14

MINERAL POINT RD

MATCHLINE 13

MATCHLINE 13



| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Narrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |

DATE: 11/12/13

PROJECT: 53W1492 - RESURFACING 2013

FILE NAME: M:\CADD\2013\53W1492\53W1492_PAVEMENT MARKING 2013.dwg

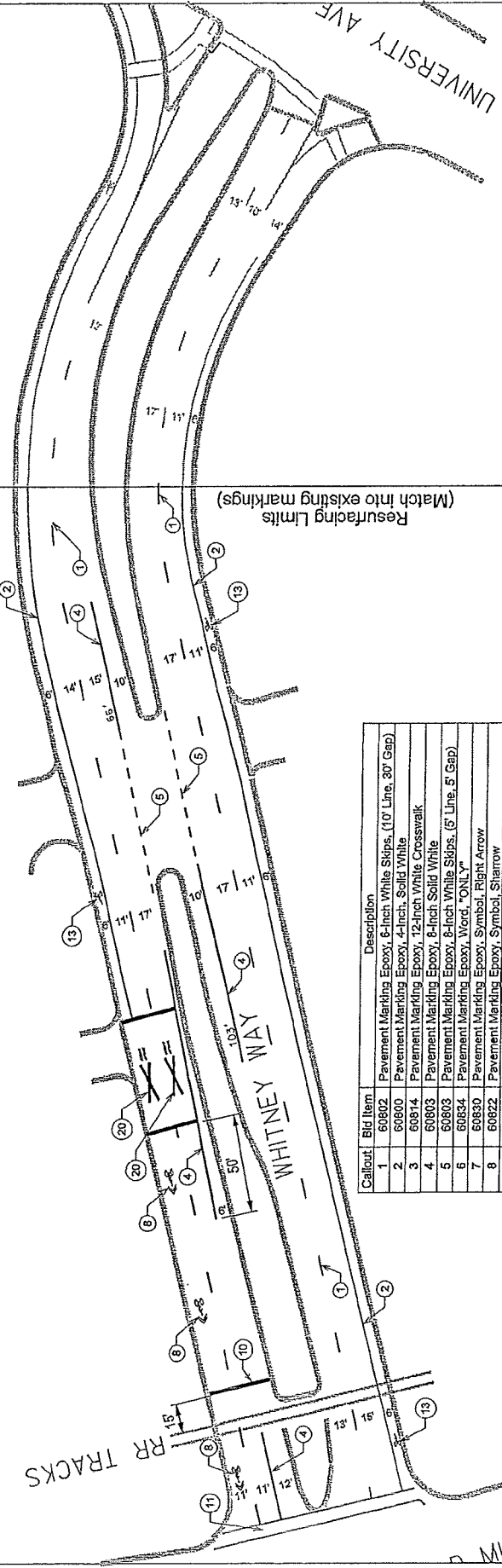
PLT SCALE:

PLT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENGINEERING DIV.

RESURFACING 2013
 53W1492
 PAVEMENT MARKING PLAN
 CITY OF MADISON

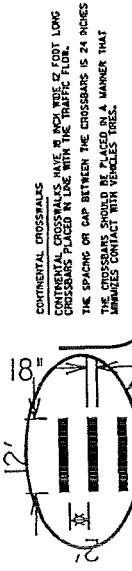


Resurfacing Limits
 (Match into existing markings)

| Callout | Bid Item | Description |
|---------|----------|---|
| 1 | 60802 | Pavement Marking Epoxy, 6-inch White Skips, (10' Line, 30' Gap) |
| 2 | 60800 | Pavement Marking Epoxy, 4-inch, Solid White |
| 3 | 60814 | Pavement Marking Epoxy, 12-inch White Crosswalk |
| 4 | 60803 | Pavement Marking Epoxy, 8-inch Solid White |
| 5 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (5' Line, 5' Gap) |
| 6 | 60834 | Pavement Marking Epoxy, Word, "ONLY" |
| 7 | 60830 | Pavement Marking Epoxy, Symbol, Right Arrow |
| 8 | 60822 | Pavement Marking Epoxy, Symbol, Sharrow |
| 9 | 60803 | Pavement Marking Epoxy, 8-inch White Skips, (2' Line, 6' Gap) |
| 10 | 60818 | Pavement Marking Epoxy, 24-inch White, Stop Line |
| 11 | 60812 | Pavement Marking Epoxy, 6-inch White, Crosswalk |
| 12 | 60816 | Pavement Marking Epoxy, 18-inch White, Continental Crosswalk |
| 13 | 60823 | Pavement Marking Epoxy, Symbol, Bike Lane |
| 14 | 60801 | Pavement Marking Epoxy, 4-inch Double Yellow |
| 15 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (10' Line, 30' Gap) |
| 16 | 60802 | Pavement Marking Epoxy, 6-inch Yellow Skips (5' Line, 5' Gap) |
| 17 | 60835 | Pavement Marking Epoxy, Symbol, Diamond |
| 18 | 60829 | Pavement Marking Epoxy, Symbol, Left Arrow |
| 19 | 60800 | Pavement Marking Epoxy, 4-inch White Skips, (2' Line, 6' Gap) |
| 20 | 60835 | Pavement Marking Epoxy, Symbol, Railroad Crossing |

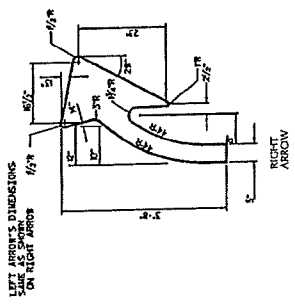
DATE: 1/12/2013

PROJECT: 53W1492 - RESURFACING AND PAVEMENT MARKING OF WHITNEY WAY

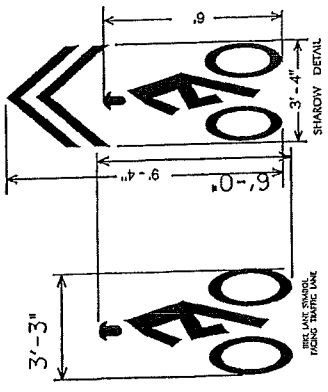


CONTINENTAL CROSSWALKS
 CONTINENTAL CROSSWALKS HAVE 8' WIDE CROSSBARS PLACED IN LANE WITH THE SPACING OF GAP BETWEEN THE CROSSBARS IS 24" INCHES THE CROSSBARS SHOULD BE PLACED ON A MARKER THAT MAKES CONTACT WITH VEHICLE TIRES.

CONTINENTAL X-WALK & STOP LINES DETAIL

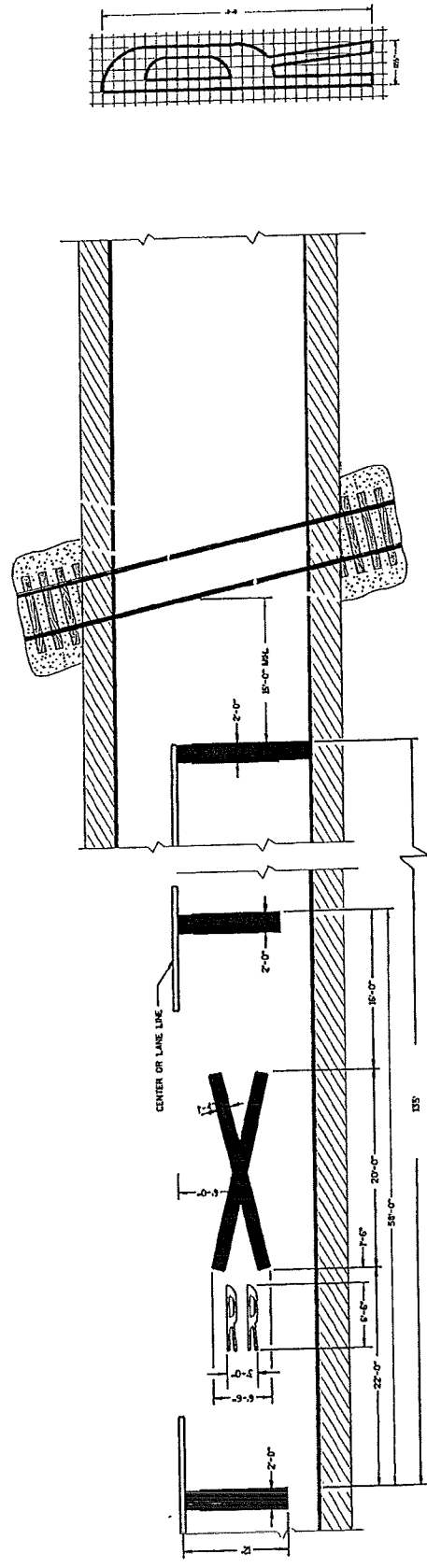


LEFT ARROWS DIMENSIONS
 SAME AS RIGHT
 ON RIGHT ARROW

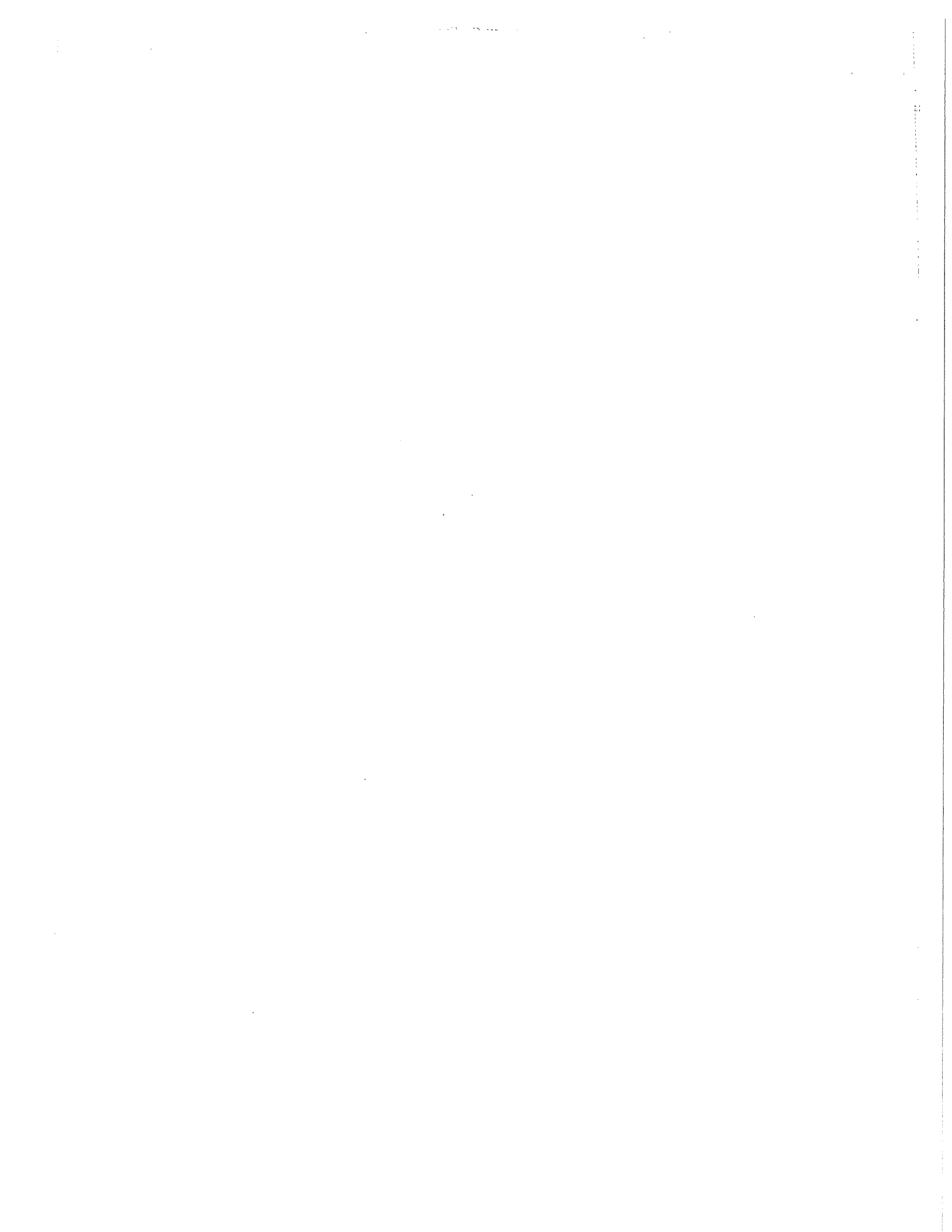


Bike symbols always face left or away from the curb.

PLEASE SEE PLANS AND NOTES
 CITY OF MADISON TRAFFIC ENGINEERING
 100 SOUTH MONROE STREET
 MADISON, WI 53703-4167



PAVEMENT MARKING



SECTION E: PROPOSAL

RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970

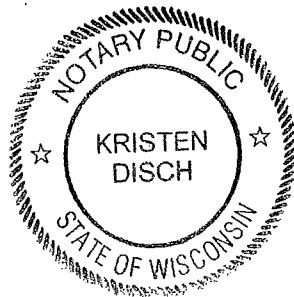
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

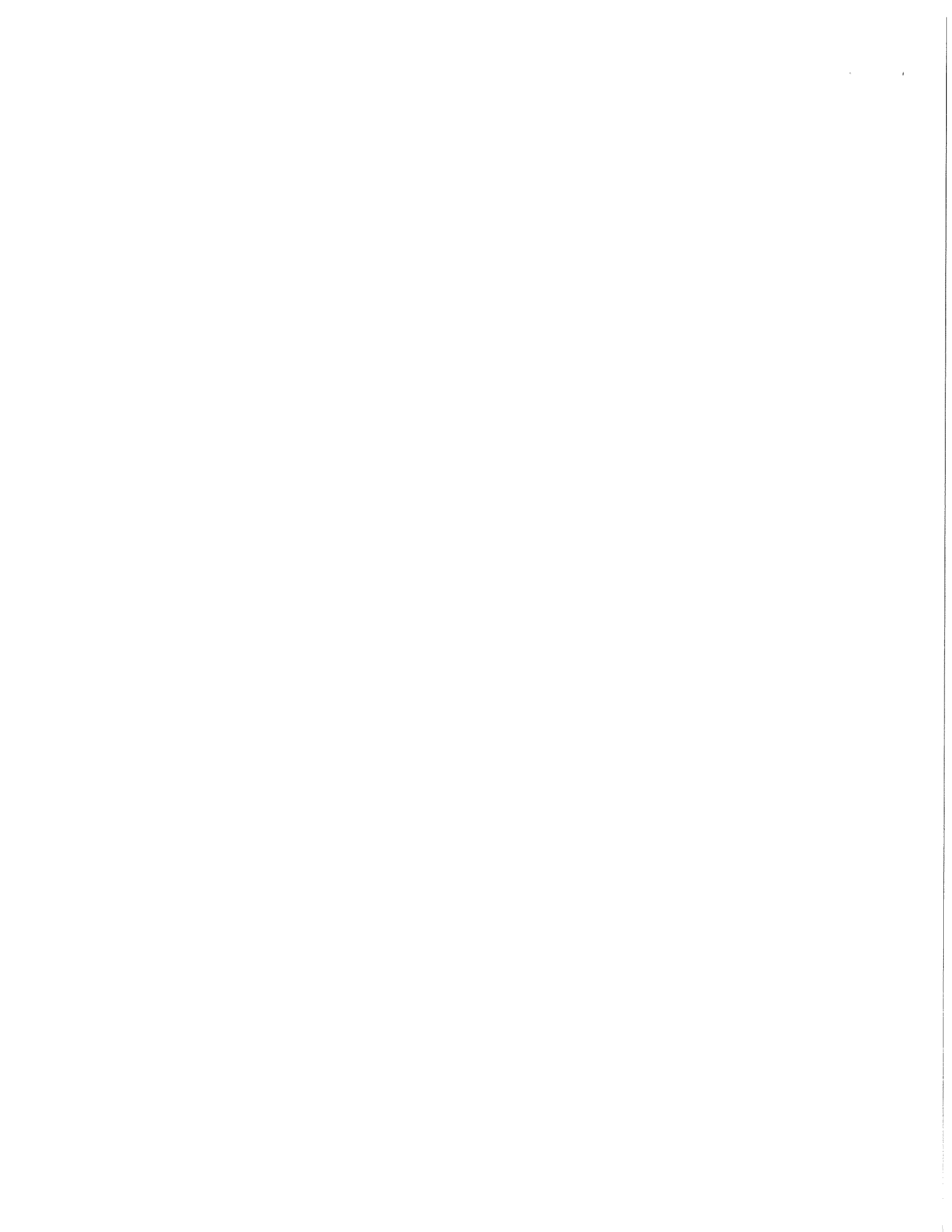
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 0 through 0 issued thereto, at the prices for said work as contained in this proposal.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is Bid Bond or Certified Check in the amount of _____ Dollars (\$ _____) or a Certificate of Biennial Bid Bond as required by the Advertisement for Bids.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Payne & Dolan, Inc.
(name of corporation, partnership, or person submitting bid)
a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____; State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this 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.

Steven D. Higgins
 SIGNATURE Steven D. Higgins
 Vice President
 TITLE, IF ANY

Sworn and subscribed to before me this
8th day of February, 2013

Kristen Disch
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires March 17, 2013
 Bidders shall not add any conditions or qualifying statements to this Proposal.



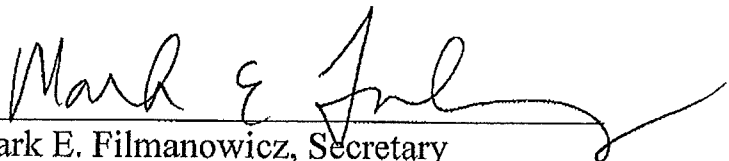


**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

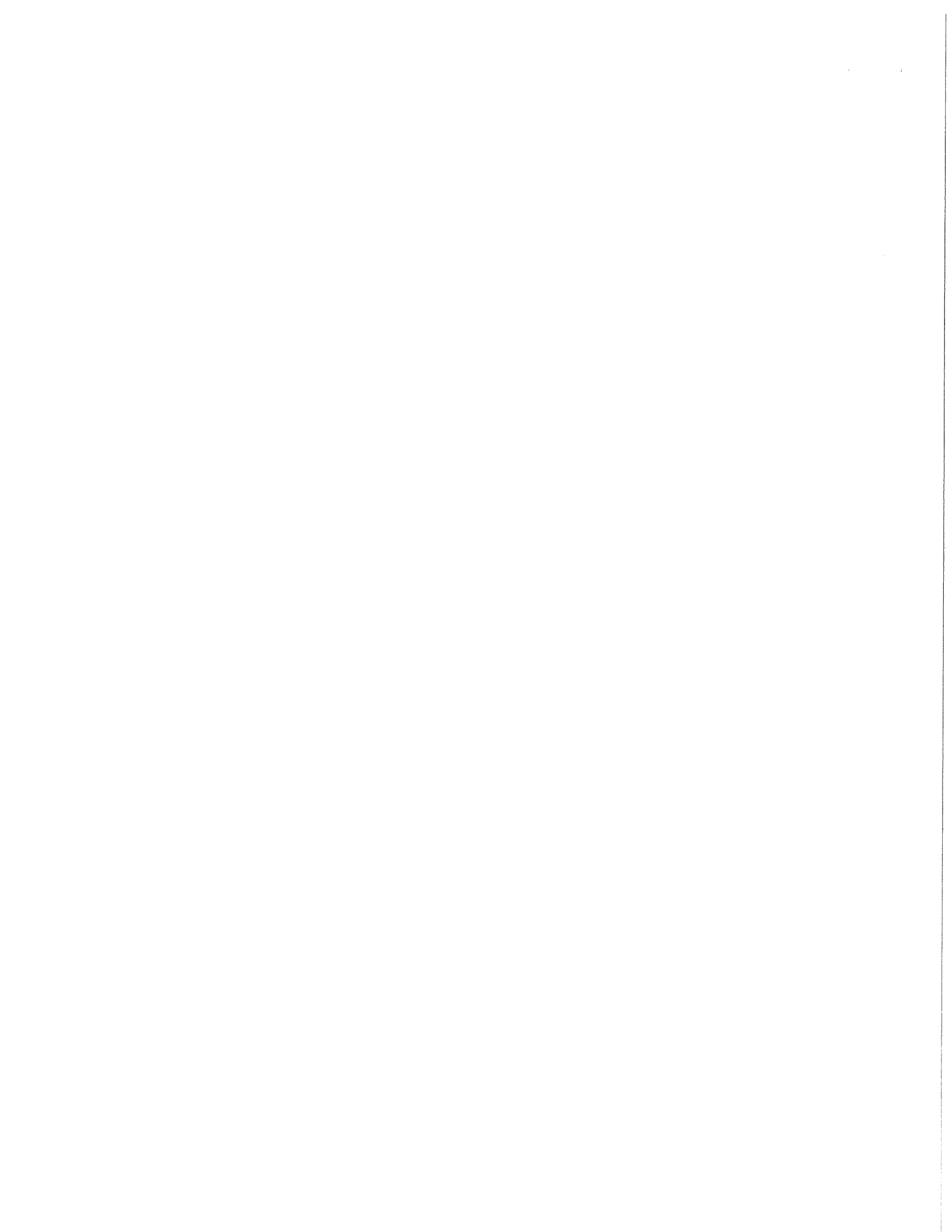
RESOLVED, that Ned W. Bechthold, Kurt Bechthold, Mark E. Filmanowicz, Edward A. Reesman, Steven D. Higgins, Charles E. Bechthold, Sarah Golueke, Michael Wickler, John Sorenson, Raymond A. Postotnik, Doug W. Buth, Todd B. Hughes, Anthony P. Bodway, Brian Endres, Tyler Winter and Ted Helleckson shall have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

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

IN WITNESS WHEREOF, I have signed my name this 8th day of February, 2013.



Mark E. Filmanowicz, Secretary



**RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970**

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business

None

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Steven D. Higgins

Signature of Authorized Officer

Date Signed

February 8, 2013

Name of Corporation, Partnership or Sole Proprietorship

Payne & Dolan, Inc.

Street Address or P O Box

City

State

Zip Code

6295 Lacy Road

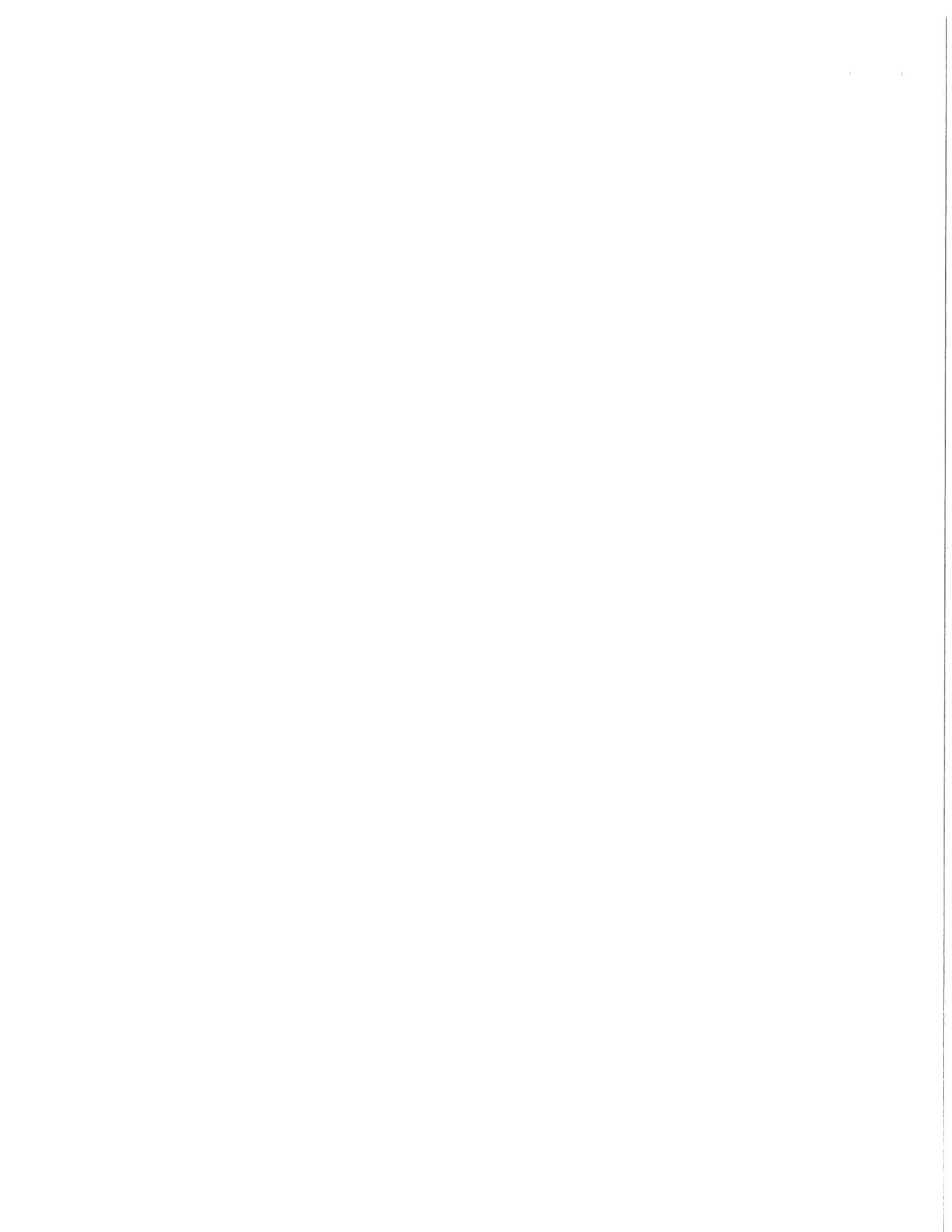
Fitchburg

WI

53593

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

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



**RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970**

Best Value Contracting

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

None

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

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

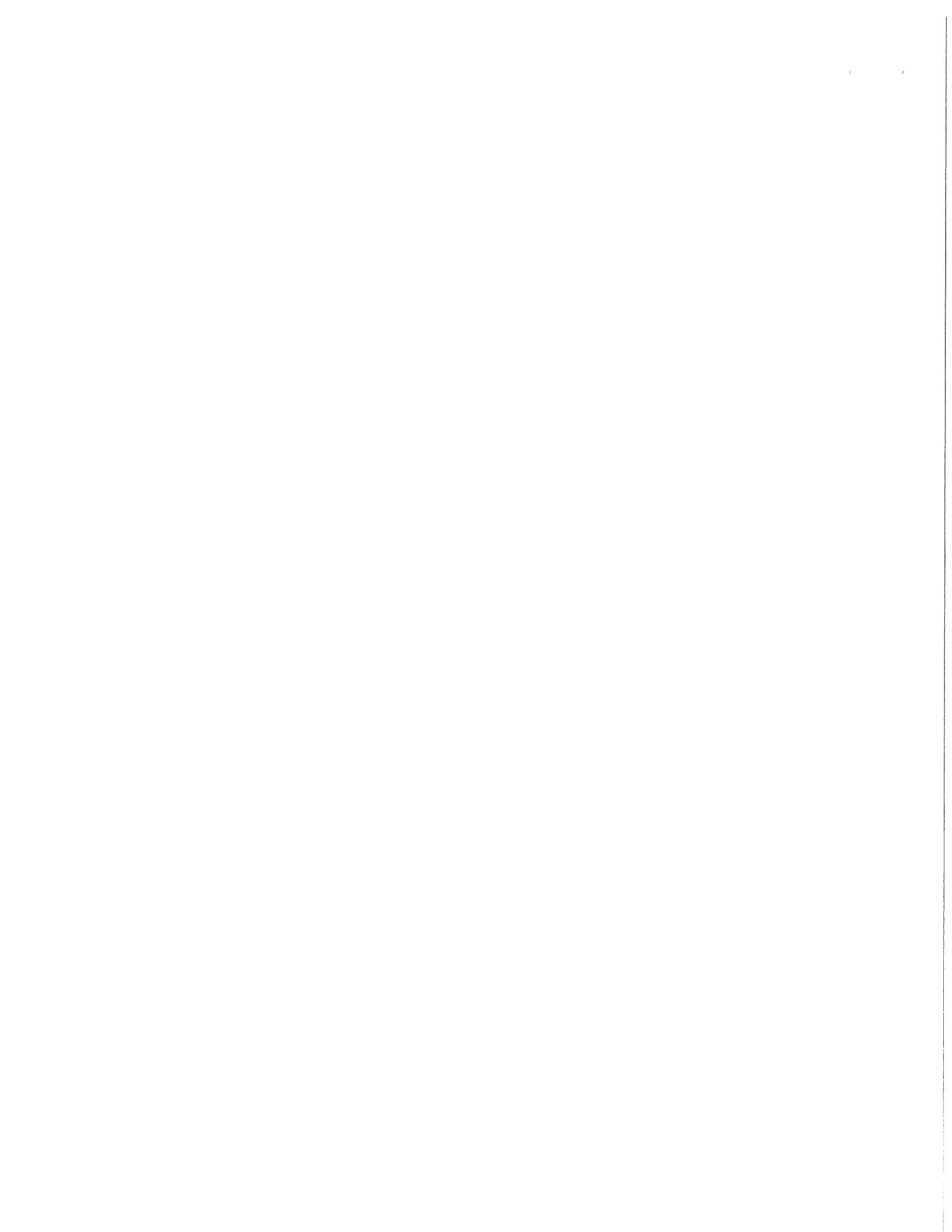
3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

Legend

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

The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project. Possible change when job is actually scheduled.

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

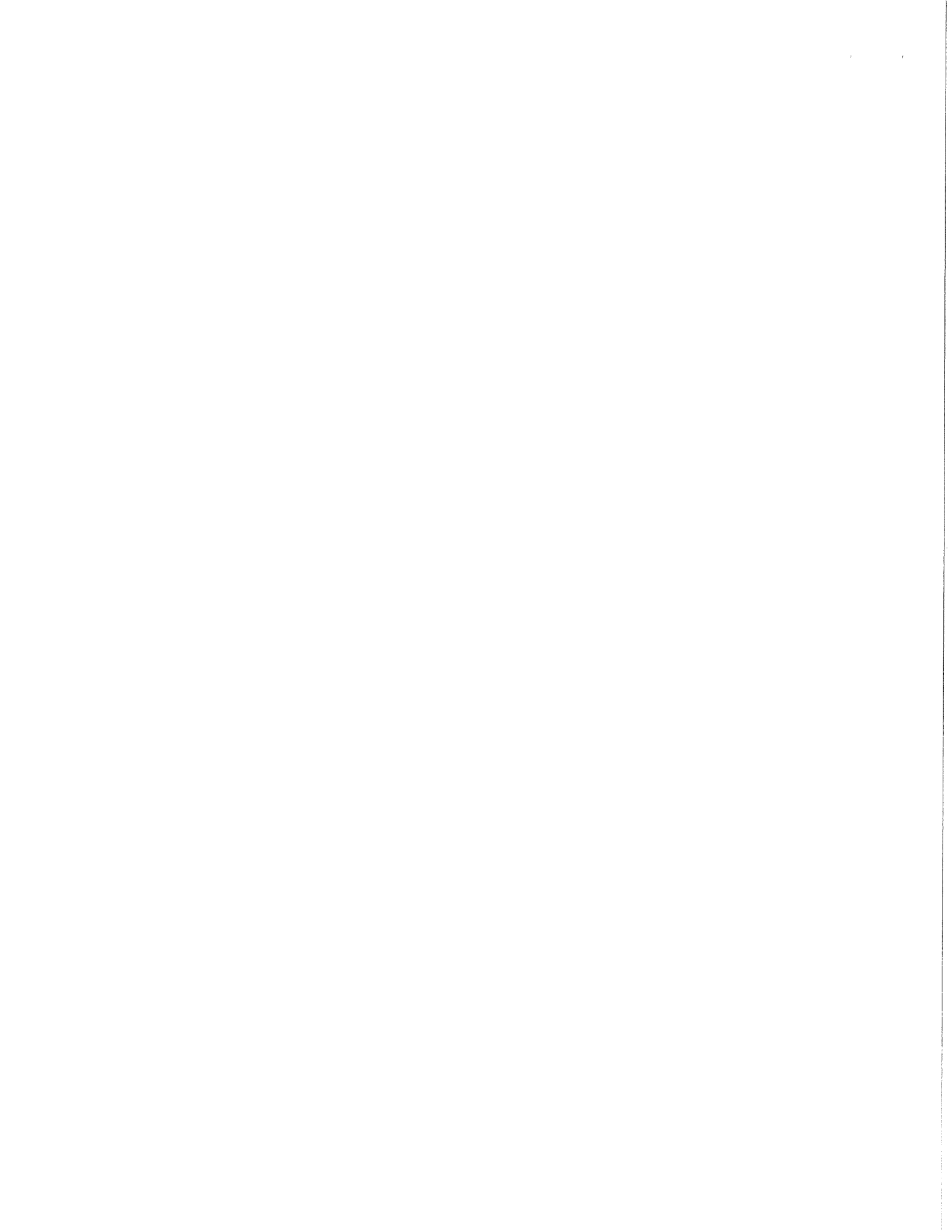


**RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING
CONTRACT NO. 6970**

Apprenticeable Trades

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

| Trade Used on Contract | Apprenticeable Trades | Number of Journeyworkers | W-ATT | US-ATT | SB-ATT |
|-------------------------------------|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | Bricklayer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Carpenter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Cement Mason / Concrete Finisher | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Cement Mason (Heavy Highway) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Construction Craft Laborer | 62 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Data Communication Installer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Electrician | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Glazier | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Heavy Equipment Operator / Operating Engineer | 189 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Insulation Worker (Heat & Frost) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Iron Worker | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Iron Worker (Assembler, Metal Bldgs) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Painter & Decorator | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Plasterer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Plumber | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Residential Electrician | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Roofer & Waterproofer | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Sheet Metal Worker | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Sprinklerfitter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Steamfitter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Steamfitter (Refrigeration) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Steamfitter (Service) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Taper & Finisher | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Telecommunications (Voice, Data & Video) Installer-Technician | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Tile Setter | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



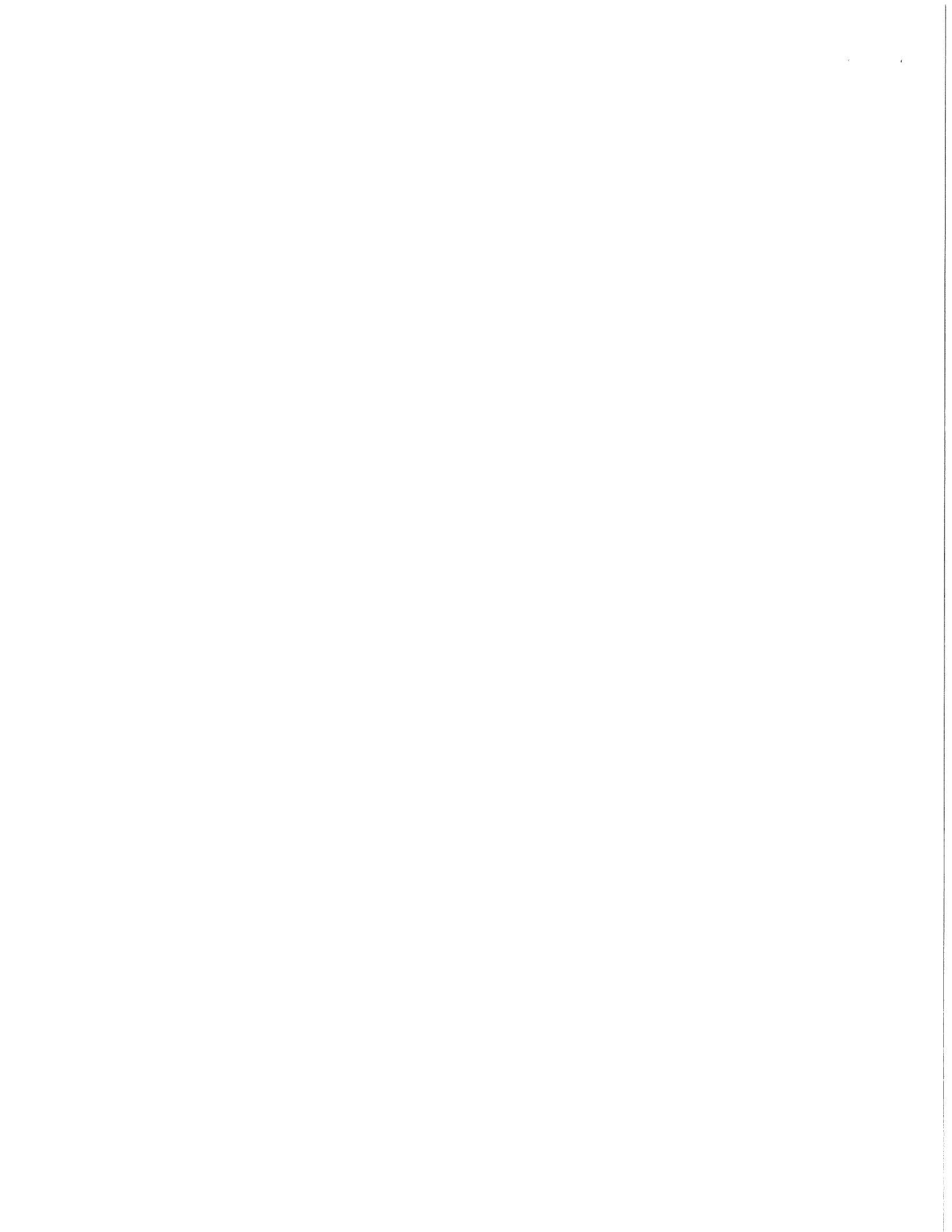
PROPOSAL
PAYNE & DOLAN, INC.

NAME OF BIDDER

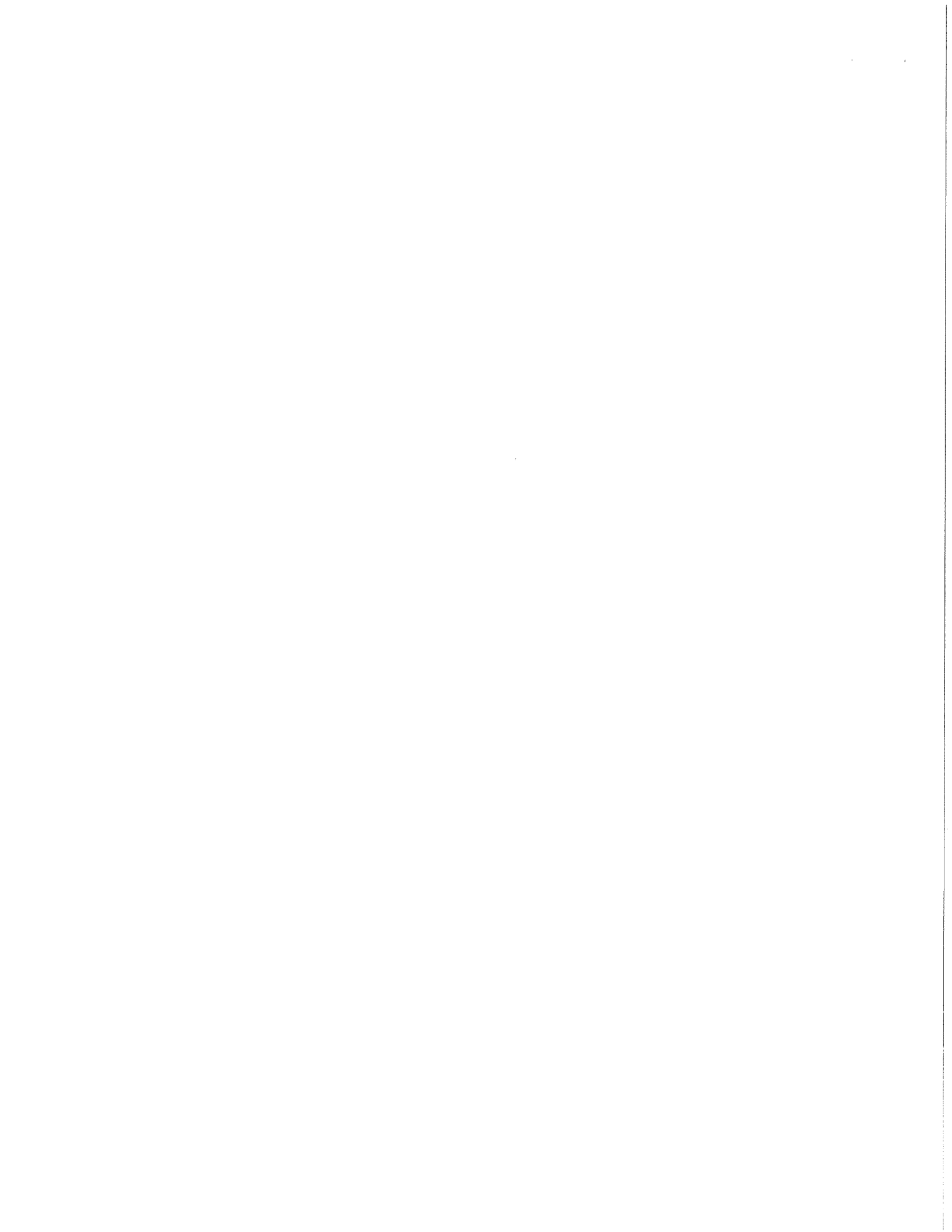
Project Name: ASPHALT PAVEMENT MILLING & PAVING

Contract No. 6970

| ITEM | TYPE OF WORK | ESTIMATED QUANTITIES | | UNIT PRICE BID | TOTAL BID |
|--------------------|---|----------------------|----------|----------------|-------------|
| ACCOUNT NO. | | | | | |
| | CS53-54996-810358-00-53W11492 Mill, Pave & Castings | | | | |
| | CS53-58270-810358-00-53W1492 rebuild/new inlets and leads | | | | |
| | ES01-54472-810332-00-53W1492 Sanitary | | | | |
| | EW01-54472-810455-00-53W1492 Water | | | | |
| | GN01-54901-634404-00-632900 STREET DEPT | | | | |
| | CE57-58540-810417 Traffic Eng. | | | | |
| | ET01-54316-502360 Metro Bus | | | | |
| | | | | | |
| 10701 | TRAFFIC CONTROL | 1.00 | LUMP SUM | \$7,000.00 | \$ 7,000.00 |
| 10720 | TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD | 100.00 | DAYS | \$38.00 | \$ 3,800.00 |
| 10721 | TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE | 50.00 | DAYS | \$60.00 | \$ 3,000.00 |
| 10750 | RESET MONUMENT | 1.00 | EACH | \$250.00 | \$ 250.00 |
| 10790 | RAILROAD INSURANCE | 1.00 | LUMP SUM | \$250.00 | \$ 250.00 |
| 10911 | MOBILIZATION | 1.00 | EACH | \$8,500.00 | \$ 8,500.00 |
| 20101 | EXCAVATION CUT | 5.00 | CY | \$50.00 | \$ 250.00 |
| 20201 | FILL, INCLUDING TOPSOIL | 5.00 | CY | \$30.00 | \$ 150.00 |
| 20219 | BREAKER RUN | 35.00 | TON | \$20.00 | \$ 700.00 |
| 20701 | SUN TERRACE SEEDING | 5.00 | SY | \$5.00 | \$ 25.00 |
| 30301 | 5" CONCRETE SIDEWALK | 300.00 | SF | \$4.00 | \$ 1,200.00 |
| 30302 | 7" THICK CONCRETE SIDEWALK AND DRIVE | 100.00 | SF | \$5.00 | \$ 500.00 |
| 40101 | CRUSHED STONE BASE COURSE | 5.00 | TON | \$20.00 | \$ 100.00 |

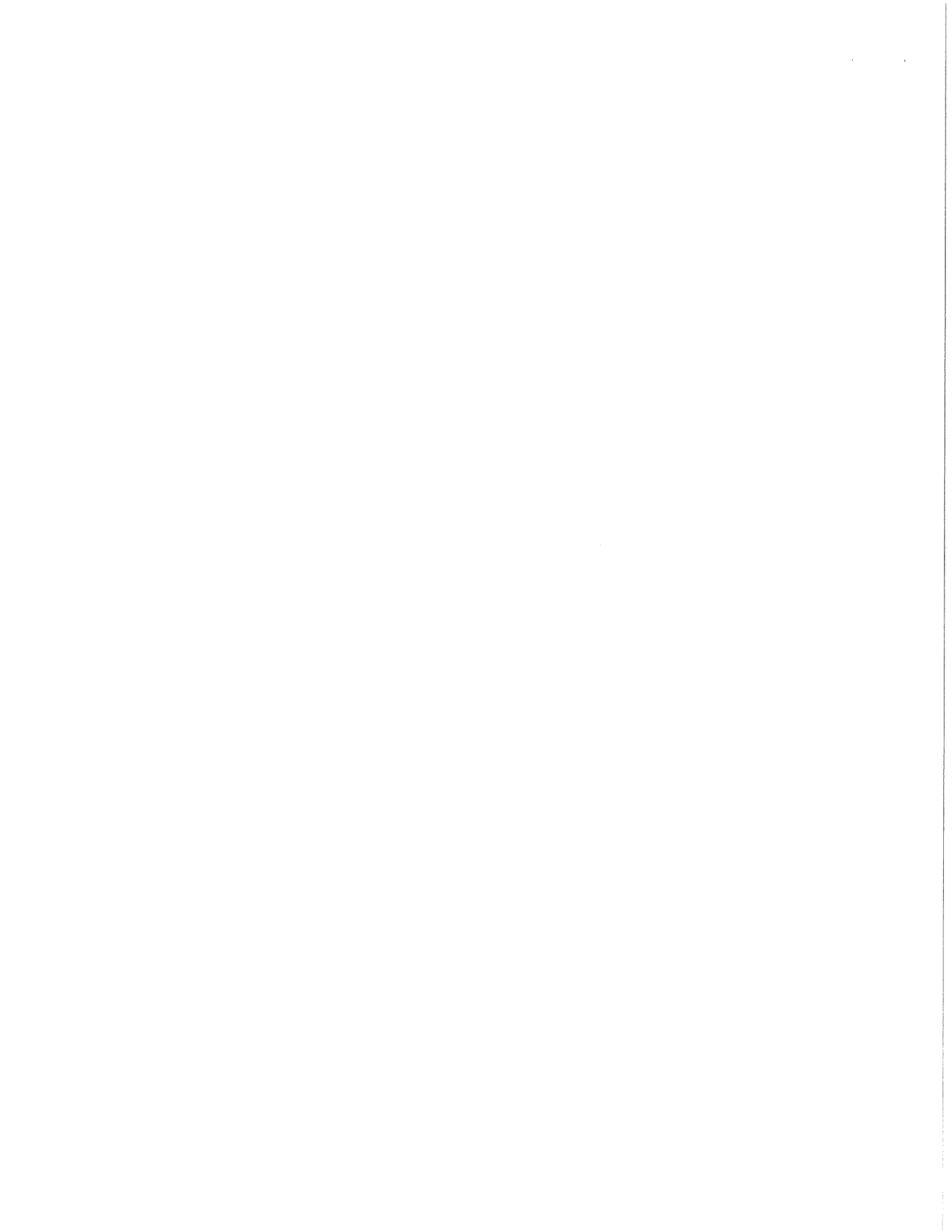


| | | | | | | |
|-------|---|-----------|------|------------|----|------------|
| 40202 | HMA PAVEMENT, TYPE E-1 | 50.00 | TON | \$58.00 | \$ | 2,900.00 |
| 40203 | HMA PAVEMENT, TYPE E-3 | 15,580.00 | TON | \$58.00 | \$ | 903,640.00 |
| 40211 | TACK COAT | 4,381.00 | GAL | \$2.00 | \$ | 8,762.00 |
| 40251 | HMA MATERIAL FOR CURB FRONT FILL | 150.00 | LF | \$10.00 | \$ | 1,500.00 |
| 40301 | FULL WIDTH GRINDING | 87,619.00 | S.Y. | \$1.85 | \$ | 162,095.15 |
| 40303 | WEDGE CUT GRINDING ASPHALT | 100.00 | S.Y. | \$7.50 | \$ | 750.00 |
| 40304 | WEDGE CUT GRINDING CONCRETE | 50.00 | SY | \$15.00 | \$ | 750.00 |
| 40308 | RAMPING SAS | 55.00 | EA | \$200.00 | \$ | 11,000.00 |
| 40321 | UNDERCUT | 50.00 | SY | \$35.00 | \$ | 1,750.00 |
| 40331 | BASE PATCH GRINDING, METHOD 1 | 500.00 | SY | \$25.00 | \$ | 12,500.00 |
| 40332 | BASE PATCH GRINDING, METHOD 2 | 100.00 | SY | \$30.00 | \$ | 3,000.00 |
| 40333 | BASE PATCH GRINDING, METHOD 3 | 8,300.00 | SY | \$15.00 | \$ | 124,500.00 |
| 40334 | BASE PATCH GRINDING, METHOD 4 | 100.00 | SY | \$20.00 | \$ | 2,000.00 |
| 40352 | ASPHALT BASE PATCHING, 5-8 INCH | 50.00 | SY | \$60.00 | \$ | 3,000.00 |
| 40353 | ASPHALT BASE PATCHING, 8-10 INCH | 100.00 | SY | \$80.00 | \$ | 8,000.00 |
| 40354 | ASPHALT BASE PATCHING, OVER 10 INCH | 50.00 | SY | \$100.00 | \$ | 5,000.00 |
| 40361 | SAS ADJUSTING RING | 5.00 | EACH | \$20.00 | \$ | 100.00 |
| 40362 | ADJUST ACCESS STRUCTURE CASTING, RESURFACING | 17.00 | EACH | \$450.00 | \$ | 7,650.00 |
| 40363 | ADJUST CATCHBASIN CASTING, RESURFACING | 1.00 | EACH | \$450.00 | \$ | 450.00 |
| 40364 | ADJUST INLET CASTING, TYPE "H", RESURFACING | 4.00 | EACH | \$300.00 | \$ | 1,200.00 |
| 40365 | ADJUST INLET CASTING, "TUB" TYPE, RESURFACING | 1.00 | EACH | \$750.00 | \$ | 750.00 |
| 40366 | REBUILD INLET - RESURFACING | 7.00 | EACH | \$1,200.00 | \$ | 8,400.00 |
| 40367 | ADJUST VALVE CASTING, METHOD #1 - RESURFACING | 155.00 | EACH | \$150.00 | \$ | 23,250.00 |
| 40368 | ADJUST VALVE CASTING, METHOD #2 - RESURFACING | 1.00 | EACH | \$150.00 | \$ | 150.00 |
| 40369 | INSTALL ADJUSTABLE VALVE BOX RISER | 10.00 | EACH | \$20.00 | \$ | 200.00 |



| | | | | | | |
|--------------------|---|-----------|------|------------|----|-----------------------|
| 40370 | REBUILD ACCESS STRUCTURE TOP - RESURFACING | 1.00 | EACH | \$1,000.00 | \$ | 1,000.00 |
| 40382 | REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING | 450.00 | LF | \$35.00 | \$ | 15,750.00 |
| 90002 | REMOVE CONCRETE UTILITY PATCH | 100.00 | LF | \$13.68 | \$ | 1,368.00 |
| 60800 | PAVEMENT MARKING EPOXY, LINE, 4-INCH | 13,850.00 | LF | \$0.40 | \$ | 5,540.00 |
| 60801 | PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH | 1,200.00 | LF | \$0.80 | \$ | 960.00 |
| 60802 | PAVEMENT MARKING EPOXY, LINE, 6-INCH | 5,330.00 | LF | \$1.25 | \$ | 6,662.50 |
| 60803 | PAVEMENT MARKING EPOXY, LINE, 8-INCH | 3,300.00 | LF | \$1.00 | \$ | 3,300.00 |
| 60810 | PAVEMENT MARKING EPOXY, DIGONAL LINE, 8-INCH | 45.00 | LF | \$4.70 | \$ | 211.50 |
| 60812 | PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH | 4,200.00 | LF | \$4.00 | \$ | 16,800.00 |
| 60818 | PAVEMENT MARKING EPOXY, STOP LINE, 24- INCH | 1,040.00 | LF | \$5.40 | \$ | 5,616.00 |
| 60822 | PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW | 3.00 | EACH | \$130.00 | \$ | 390.00 |
| 60823 | PAVEMENT MARKING EPOXY, SYMBOL, BUS LANE | 3.00 | EACH | \$150.00 | \$ | 450.00 |
| 60835 | PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING | 2.00 | EACH | \$510.00 | \$ | 1,020.00 |
| 60836 | PAVEMENT MARKING EPOXY, SYMBOL, DIAMOND | 11.0 | EACH | \$150.00 | \$ | 1,650.00 |
| GRAND TOTAL | | | | | | \$1,379,740.15 |

✓ pth



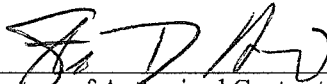
Certificate of Biennial Bid Bond

| |
|-------------------------------------|
| TIME PERIOD - VALID (FROM/TO) |
| January 1, 2012 to January 31, 2014 |
| NAME OF SURETY |
| Western Surety Company |
| NAME OF CONTRACTOR |
| Payne & Dolan, Inc. |
| CERTIFICATE HOLDER |
| City of Madison, Wisconsin |

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

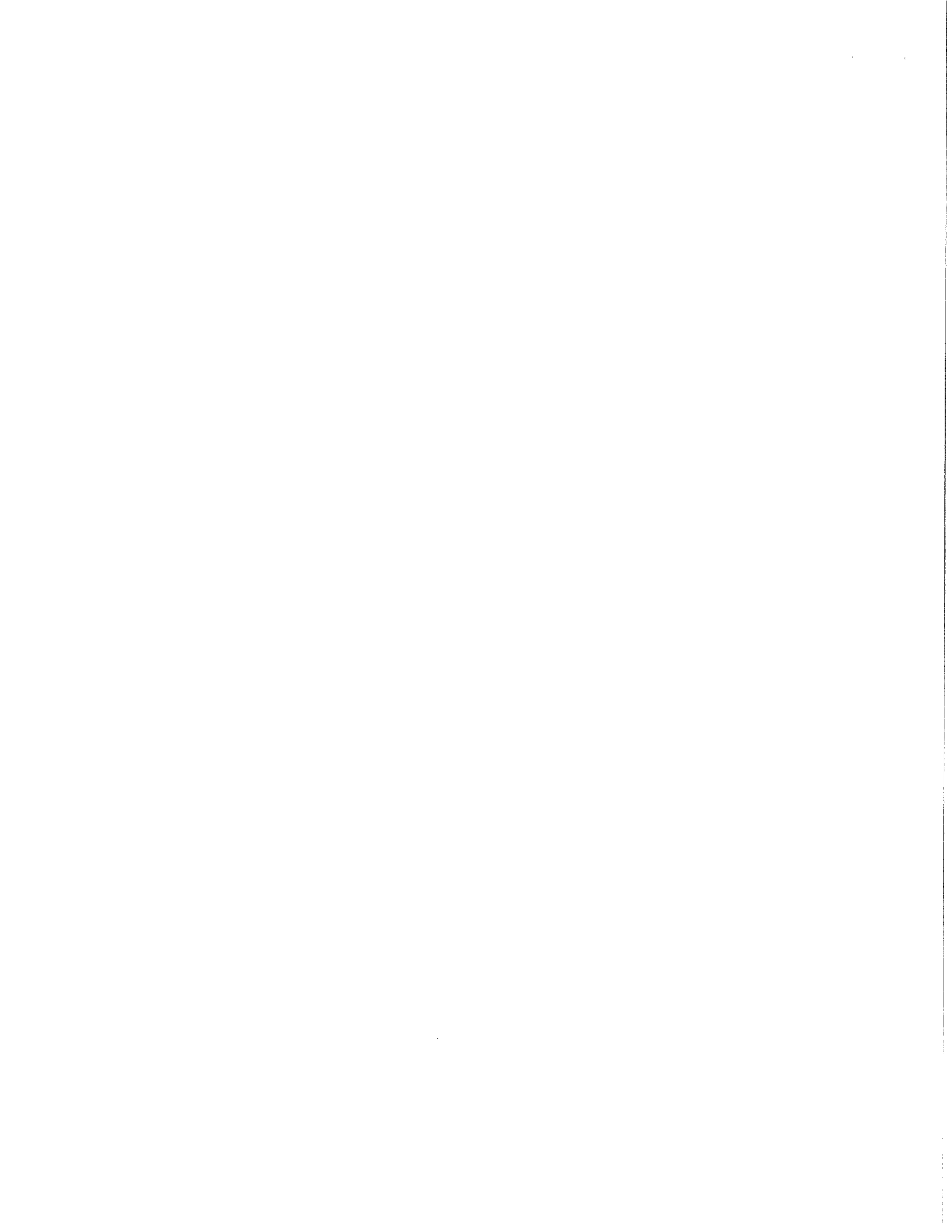
This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

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



Signature of Authorized Contractor Representative
Steven D. Higgins

February 8, 2013
Date





Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan
Hydrogeologist
Joseph L. DeMorett, P.G.

GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

PAYNE & DOLAN, INC.

(a corporation of the State of WI)

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

WESTERN SURETY COMPANY

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

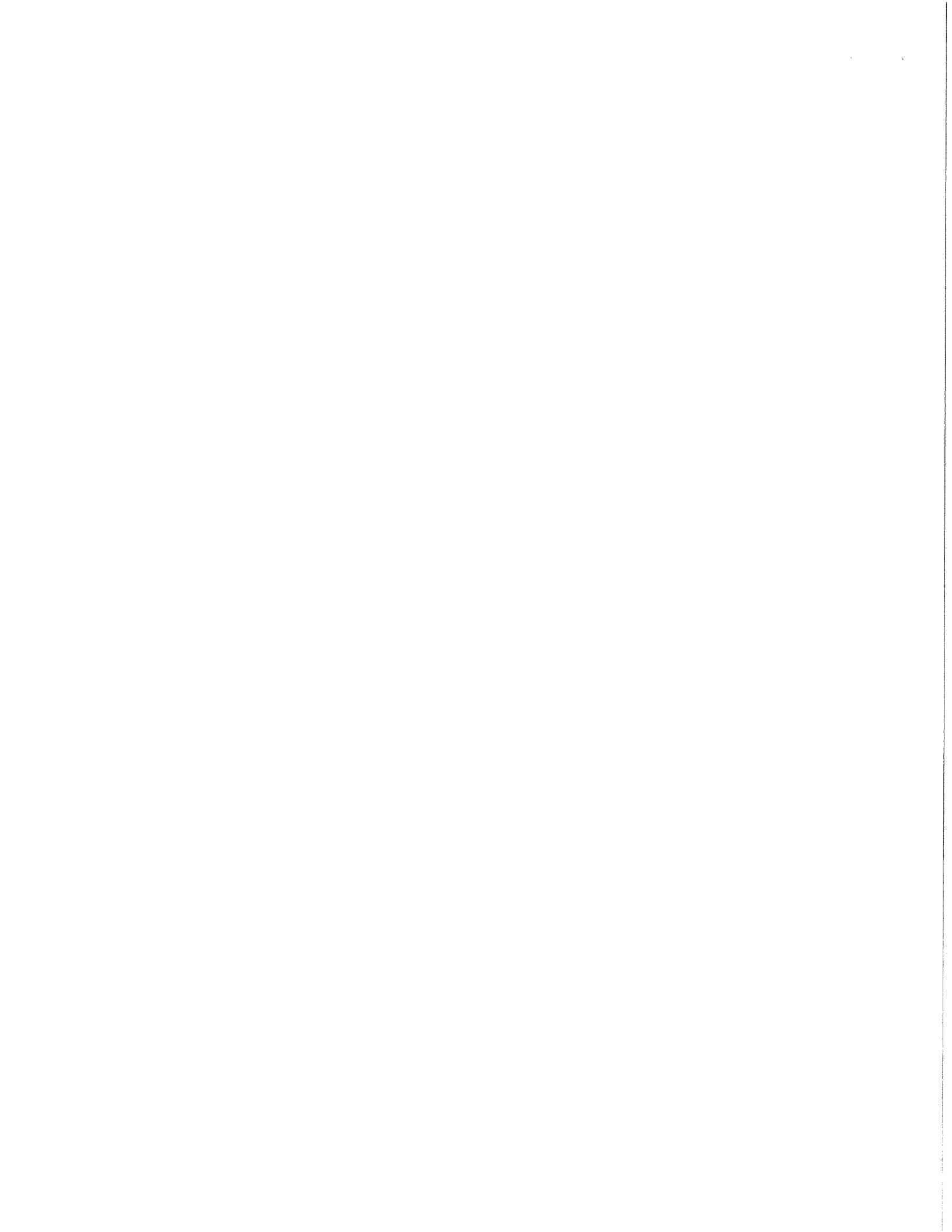
The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2012 through January 31, 2014.

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

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

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

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



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

PRINCIPAL

PAYNE & DOLAN, INC.

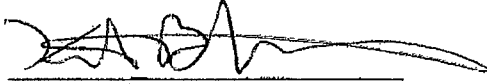
December 19, 2011

COMPANY NAME

AFFIX SEAL

DATE

By:



SIGNATURE AND TITLE,
Kurt Bechthold, President

SURETY

WESTERN SURETY COMPANY

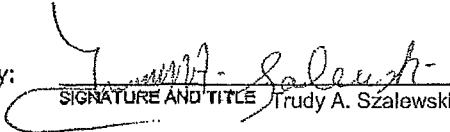
December 14, 2011

COMPANY NAME

AFFIX SEAL

DATE

By:



SIGNATURE AND TITLE
Trudy A. Szalewski, Attorney In Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2315034 for the year 2012, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 14, 2011
DATE



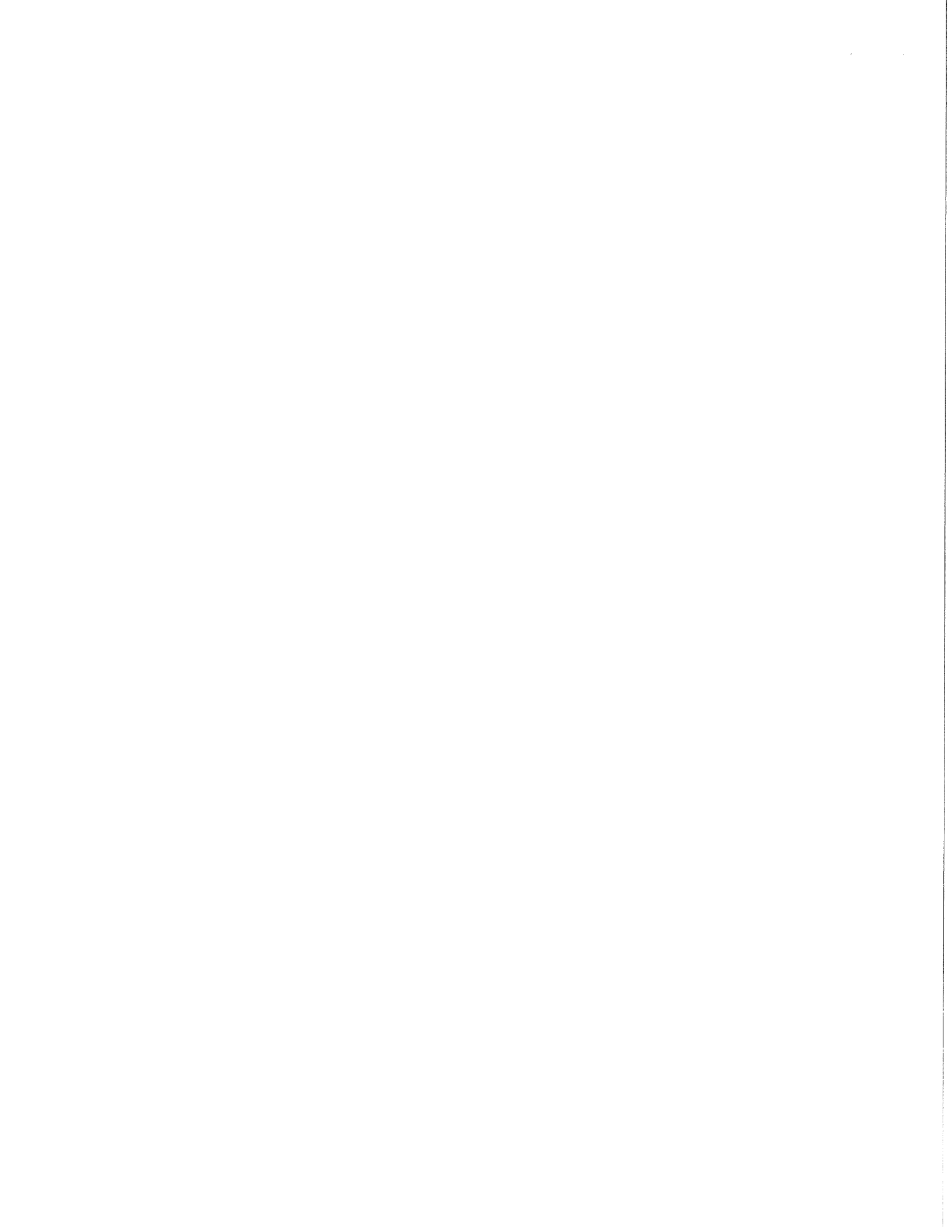
AGENT Aon Risk Services Central, Inc.

10700 Research Drive - #450
ADDRESS

Milwaukee, WI, 53226
CITY, STATE AND ZIP CODE

414-225-5394
TELEPHONE NUMBER

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



CERTIFICATE OF BIENNIAL BID BOND

| |
|-------------------------------|
| TIME PERIOD - VALID (FROM/TO) |
| 2/1/2012 to 1/31/2014 |
| NAME OF SURETY |
| WESTERN SURETY COMPANY |
| NAME OF CONTRACTOR |
| PAYNE & DOLAN, INC. |
| CERTIFICATE HOLDER |
| City of Madison, Wisconsin |

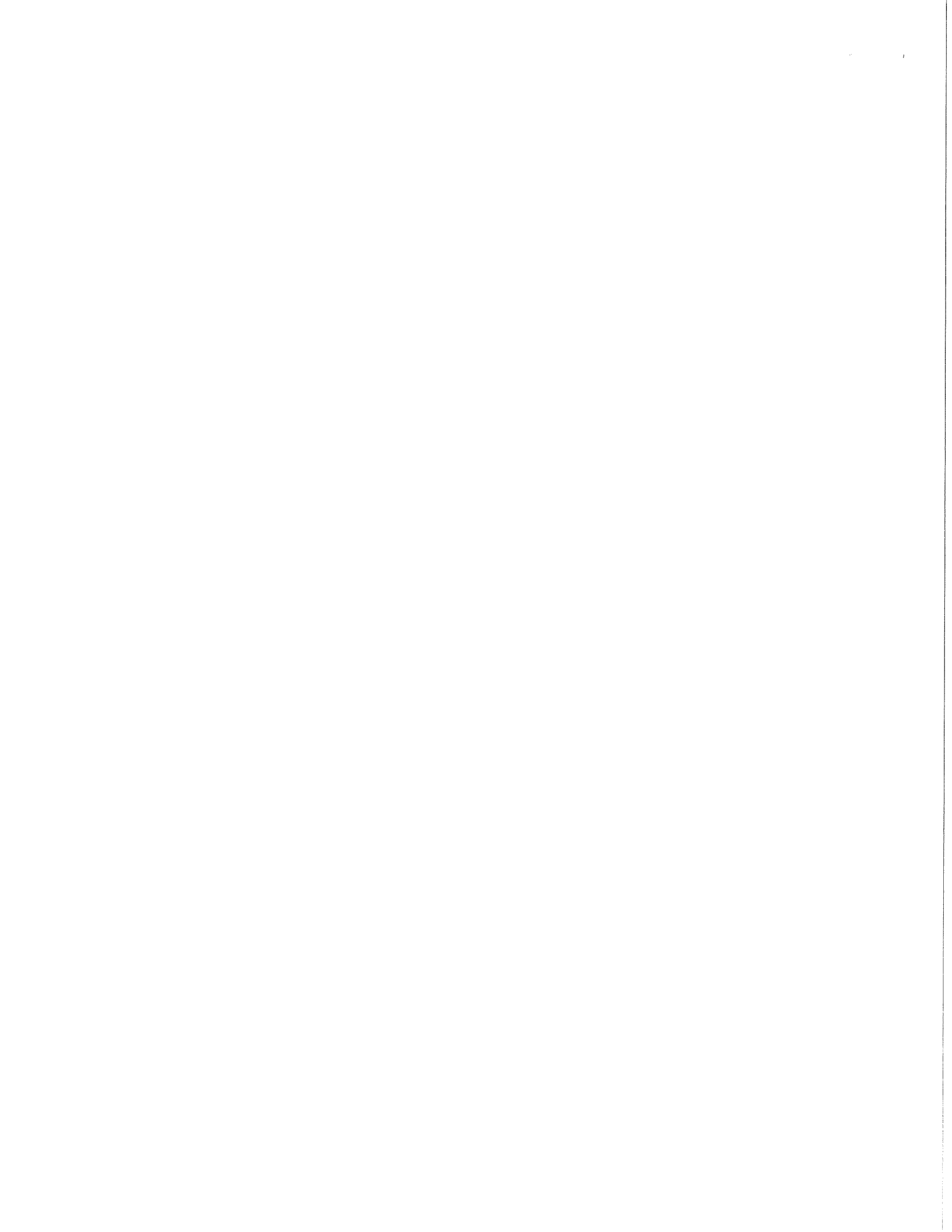
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

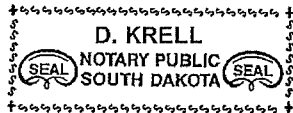


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

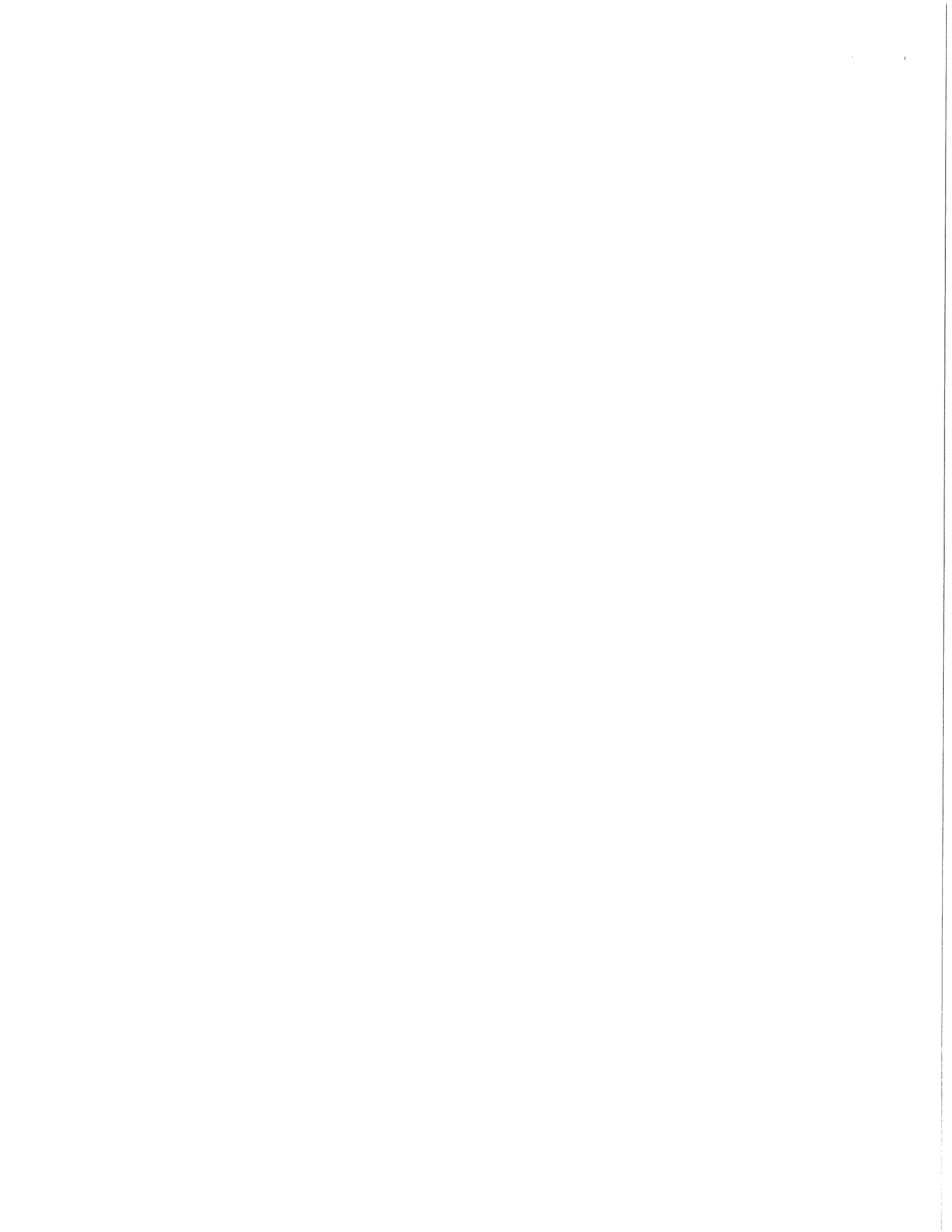
CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of December 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

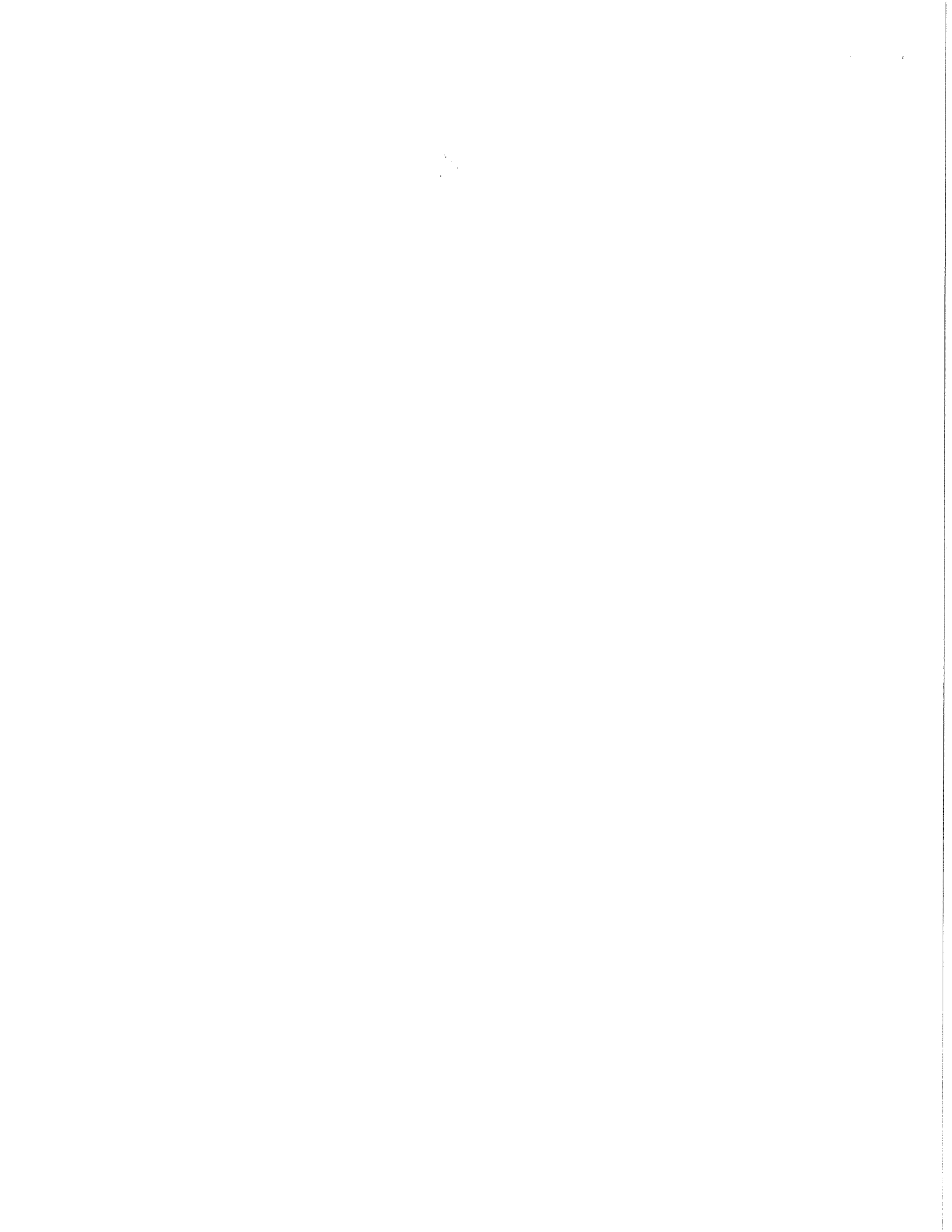


Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



SECTION G: AGREEMENT

THIS AGREEMENT made this 6 day of March in the year Two Thousand and Thirteen between PAYNE & DOLAN, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 5, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

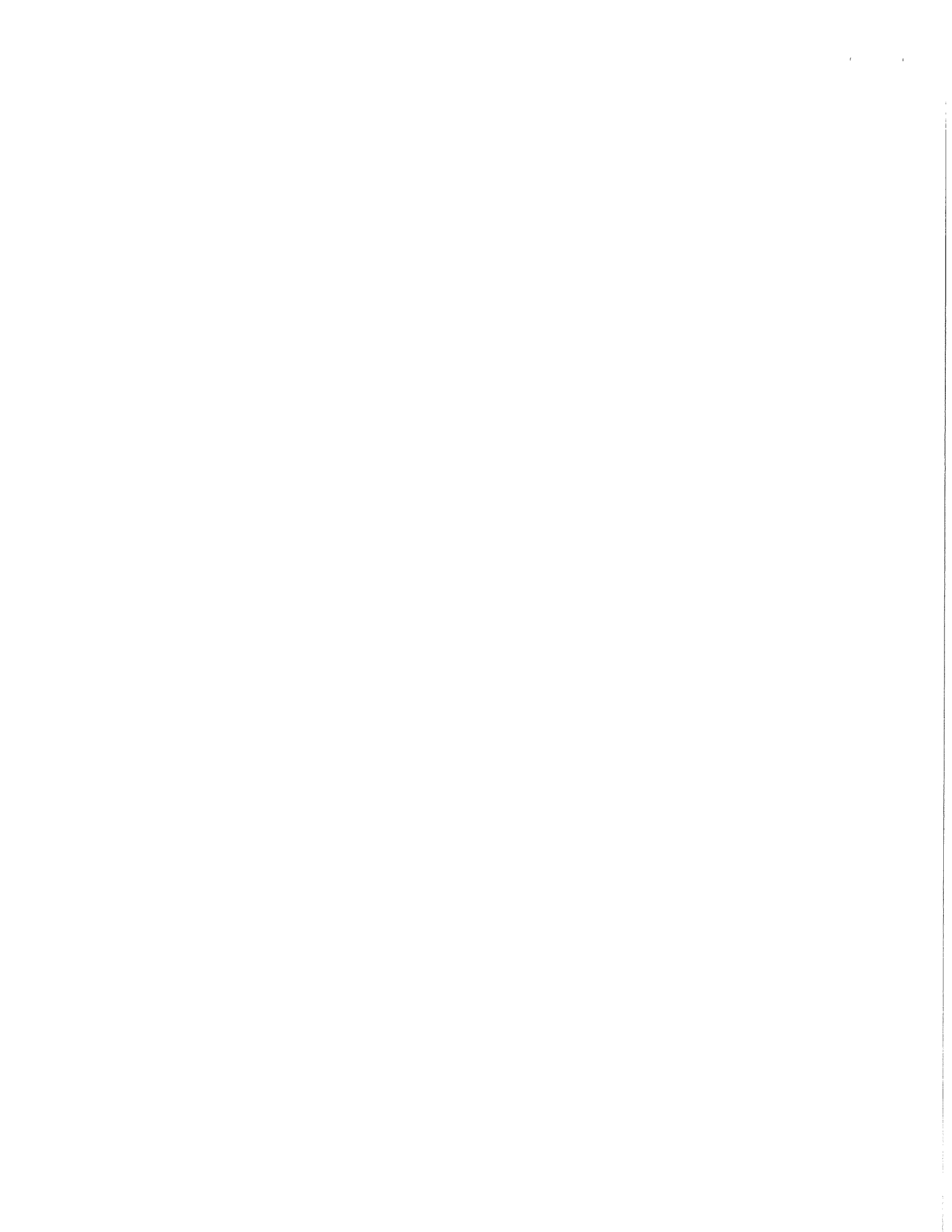
RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING CONTRACT NO. 6970

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 ONE MILLION THREE HUNDRED SEVENTY-NINE THOUSAND, SEVEN HUNDRED FORTY DOLLARS & FIFTEEN CENTS (\$ 1,379,740.15) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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



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

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

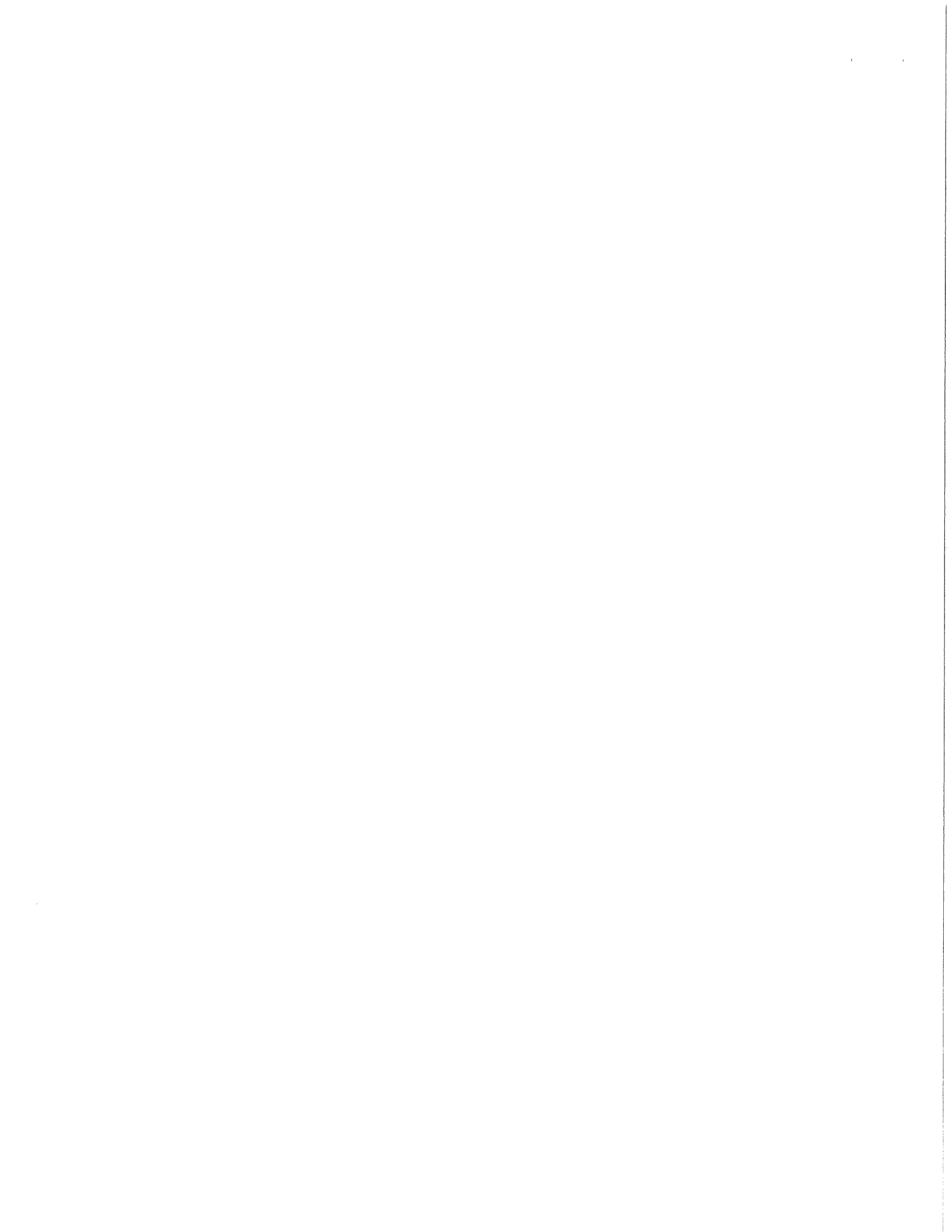
“Laborers, Workers, and Mechanics” include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

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

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

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

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



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

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

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

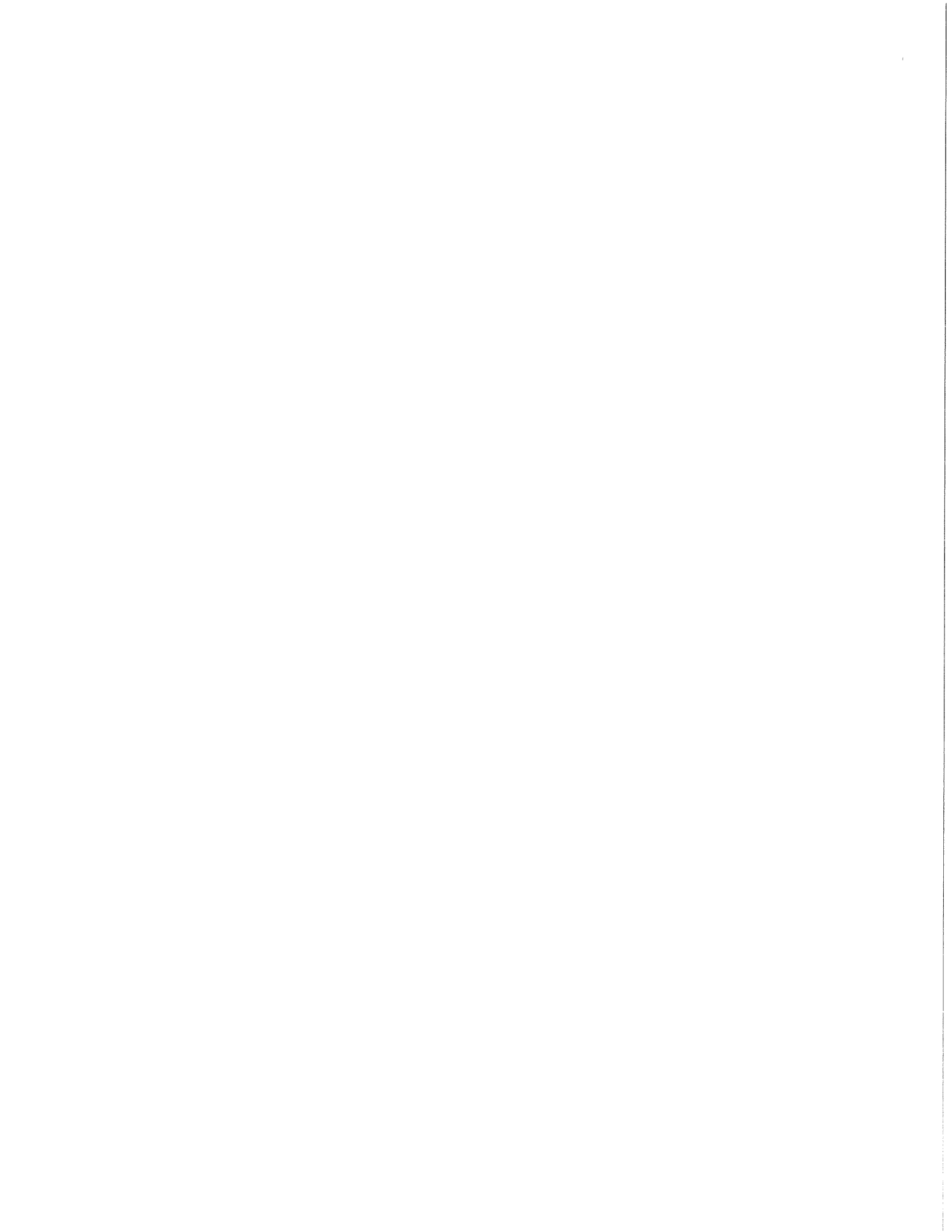
The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

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

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

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

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



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

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

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

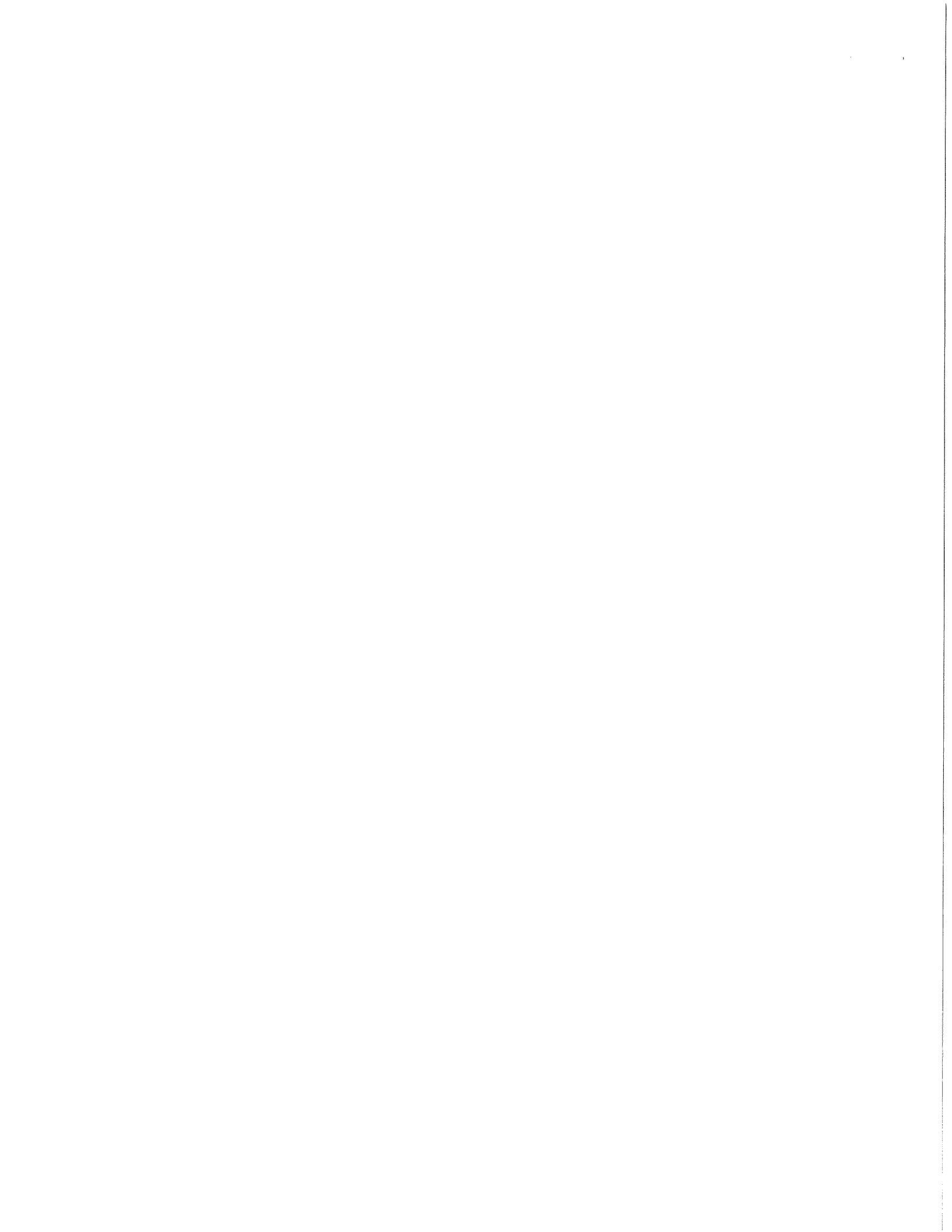
- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors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

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

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

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

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



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

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

Articles of Agreement

Article I

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

Article II

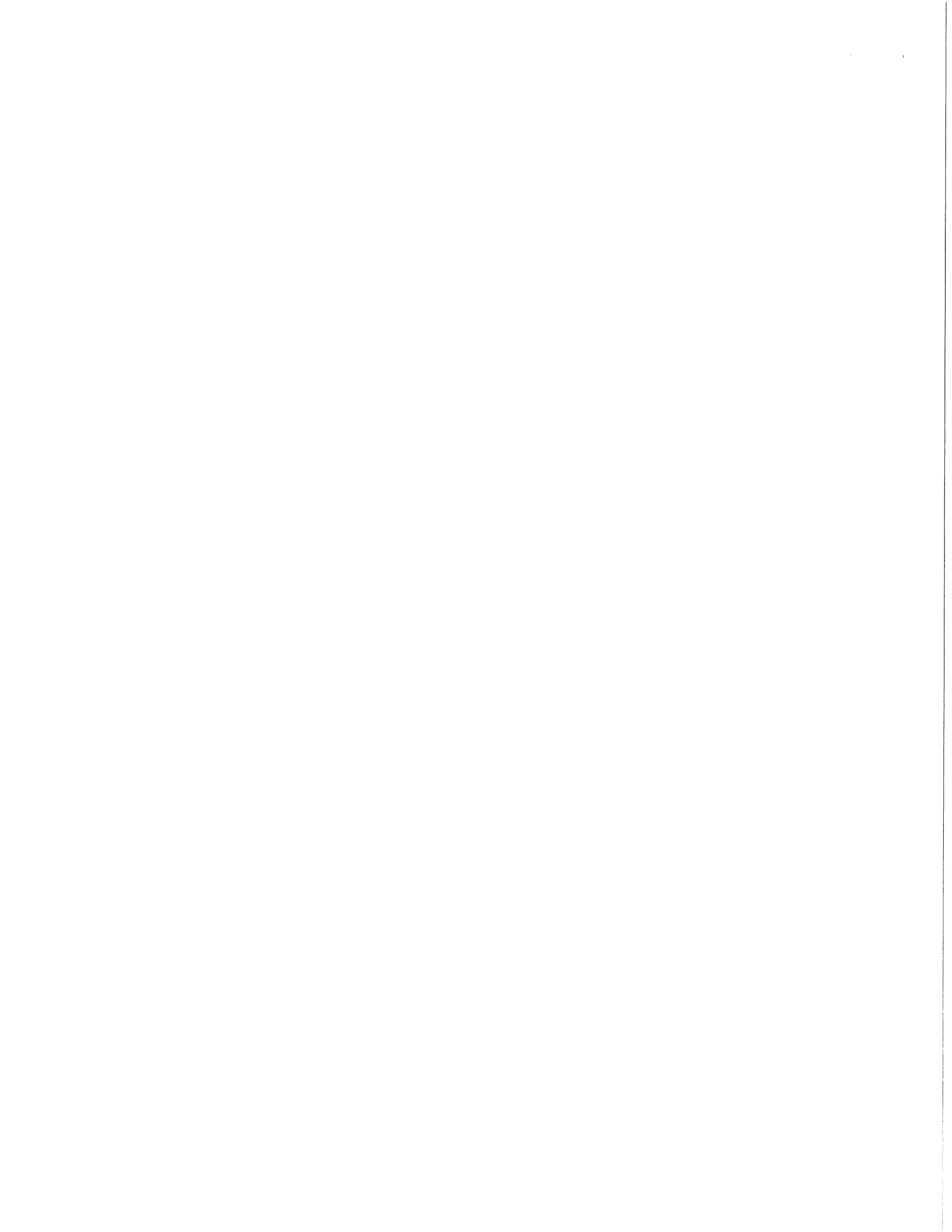
The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

Article III

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

Article V

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



Article VI

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

Article VII

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

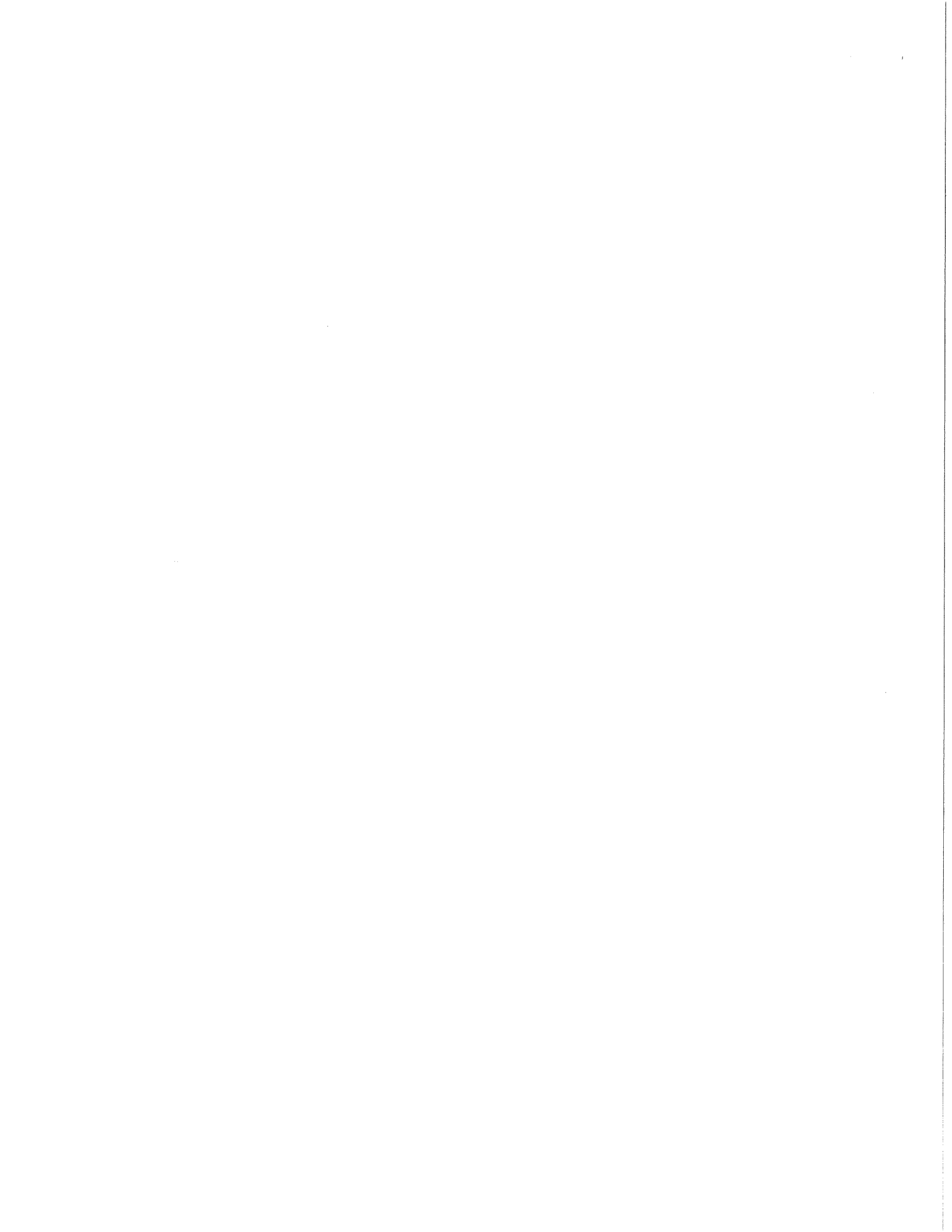
1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such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

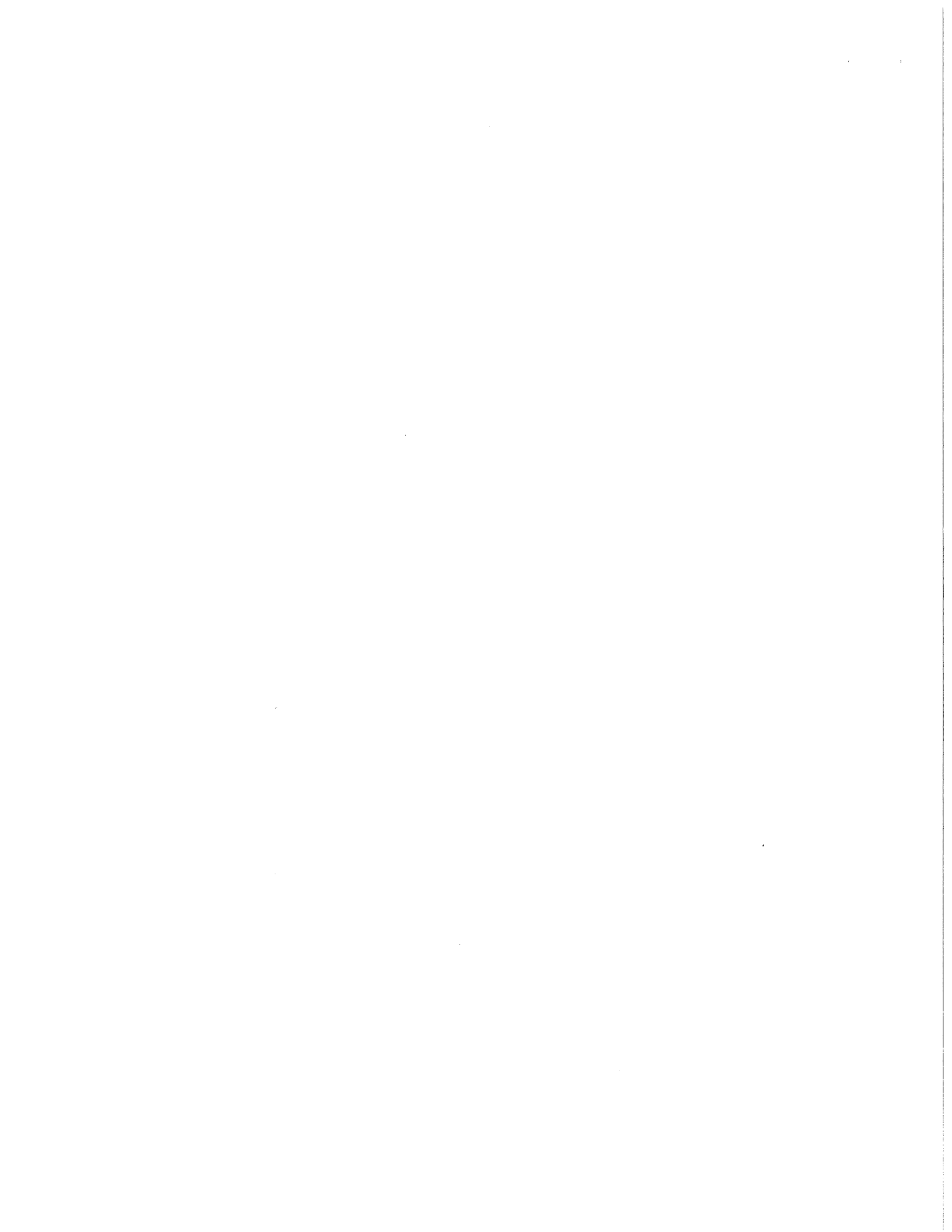
Article VIII

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

Article IX

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





SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we PAYNE & DOLAN, INC. as principal, and Western Surety Company Company of Sioux Falls, SD as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION, THREE HUNDRED SEVENTY-NINE THOUSAND, SEVEN HUNDRED FORTY DOLLARS & FIFTEEN CENTS (\$ 1,379,740.15), 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:

RESURFACING 2013 – PAVEMENT MILLING & ASPHALT PAVING CONTRACT NO. 6970

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 6th day of March, 2013

Countersigned:

PAYNE & DOLAN, INC.

Company Name (Principal)

[Signature]
Witness

[Signature]
President Seal

[Signature]
Secretary Mark E. Filmanowicz

Kurt Bechthold

Approved as to form:

Western Surety Company

Surety Seal

Salary Employee Commission

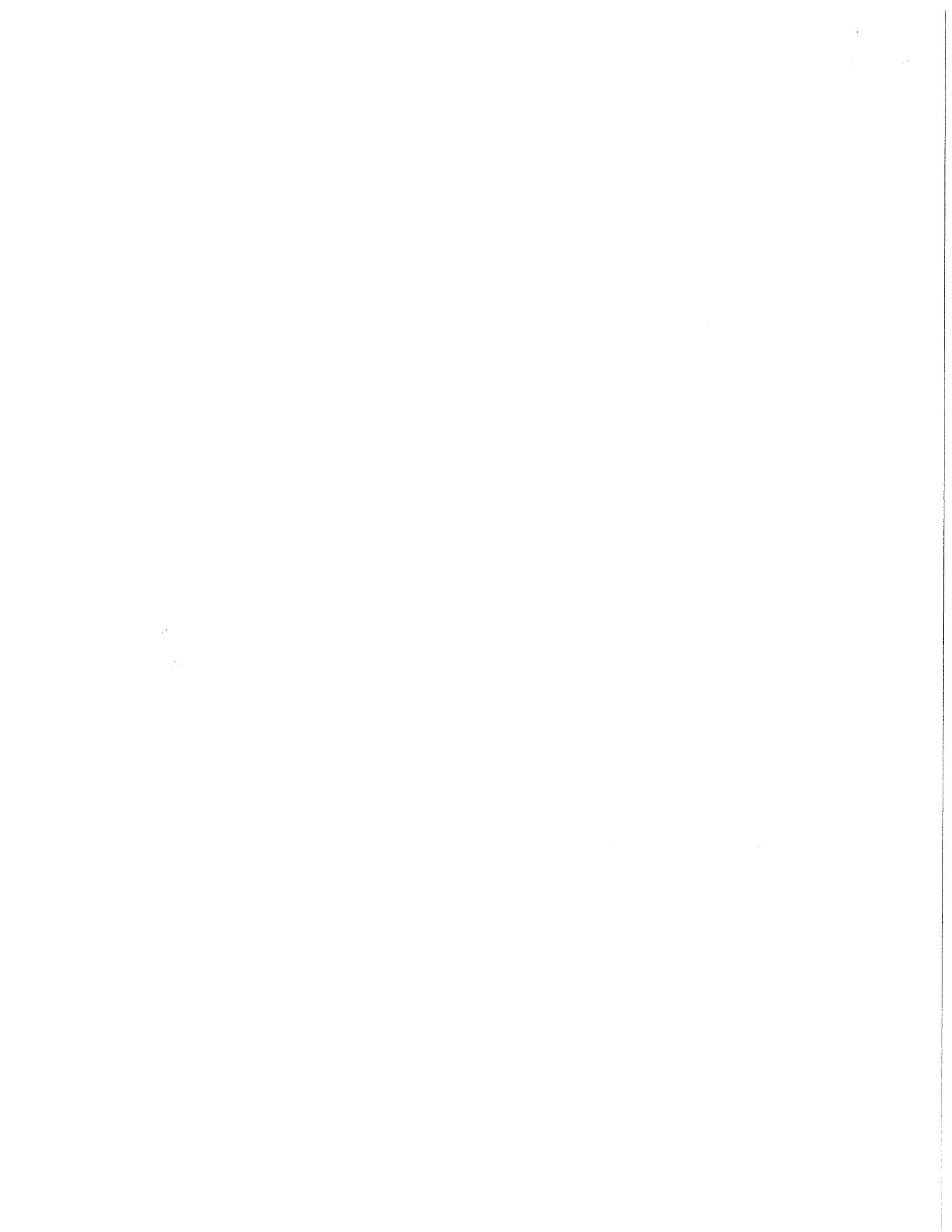
[Signature]
City Attorney

By [Signature]
Attorney-in-Fact Roxanne Jensen

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2493807 for the year 2013, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 6, 2013
Date

[Signature]
Agent Signature



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of February, 2013.

WESTERN SURETY COMPANY



Paul T. Bruflat

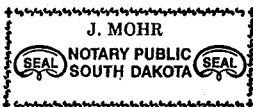
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of February, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of March, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/10/2013

PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON
MADISON CITY, DANE COUNTY, WI
Determination No. 201300080

PROJECT OWNER:

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

REQUESTER:

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

ADDITIONAL CONTACT:

NORMAN DAVIS, CONTRACT COMPLIANCE
CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV
210 MARTIN L KING JR BLVD, RM 523
MADISON, WI 537033342

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: <http://dwd.wisconsin.gov/er/>

PREVAILING WAGE RATE DETERMINATION

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

| | |
|------------------------------|--|
| DETERMINATION NUMBER: | 201300080 |
| EXPIRATION DATE: | Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply. |
| PROJECT NAME: | ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON |
| PROJECT LOCATION: | MADISON CITY, DANE COUNTY, WI |
| CONTRACTING AGENCY: | CITY OF MADISON-ENGINEERING |

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

Determination No. 201300080

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

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

TRUCK DRIVERS

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

LABORERS

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

Determination No. 201300080

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

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

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

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

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

Determination No. 201300080

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 509 | Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes. | 34.12 | 18.46 | 52.58 |
| 510 | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). | 32.42 | 17.97 | 50.39 |
| 511 | Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013. | 32.39 | 18.46 | 50.85 |
| 512 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013. | 30.32 | 18.46 | 48.78 |

Determination No. 201300080

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

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

Determination No. 201300080

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

TRUCK DRIVERS

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

LABORERS

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

Determination No. 201300080

| 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> |
| | | \$ | \$ | \$ |
| 304 | Flagperson or Traffic Control Person | 17.33 | 15.53 | 32.86 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 17.81 | 12.22 | 30.03 |
| 314 | Railroad Track Laborer | 23.41 | 6.91 | 30.32 |

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 524 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. | 31.89 | 18.11 | 50.00 |
| 525 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013. | 29.69 | 18.46 | 48.15 |
| 526 | Boiler (Temporary Heat); Forklift; Greaser; Oiler. | 30.44 | 19.10 | 49.54 |
| 527 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 37.45 | 19.45 | 56.90 |
| 528 | Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. | 37.45 | 19.45 | 56.90 |
| 529 | Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. | 27.75 | 19.15 | 46.90 |
| 530 | Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. | 27.75 | 19.15 | 46.90 |

Determination No. 201300080

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

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

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

TRUCK DRIVERS

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

LABORERS

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 531 | Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | 35.22 | 19.90 | 55.12 |
| 532 | Backhoe (Track Type) Having a 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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | 34.72 | 19.90 | 54.62 |

Determination No. 201300080

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

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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

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

LABORERS

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

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 543 | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | 34.22 | 19.90 | 54.12 |
| 544 | Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint 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. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | 33.96 | 19.90 | 53.86 |

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

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 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 Rlg; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013. | 32.39 | 18.46 | 50.85 |
| 554 | Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. | 33.67 | 19.55 | 53.22 |
| 555 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. | 33.67 | 19.55 | 53.22 |
| 556 | Fiber Optic Cable Equipment. | 25.74 | 15.85 | 41.59 |

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---------------------------------|-------------------------------|--------------|
| <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, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames. | 31.89 | 18.20 | 50.09 |
| 558 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack. | 28.70 | 4.91 | 33.61 |

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

