		Routing Form	
ROUTING: Urgent Rush	Contract	Routing Form	printed on: 06/20/2013
Contract between: and Dept. or Division: Name/Phone Number:		enstruction Co inc ng Division	
Project: Brentwood Pkwy ewood Cr. Assment Dist -		Dr., Trailsway, W	Wyldewood Dr & Wyld
Contract No.: 6980 Enactment No.: RES-13-0 Dollar Amount: 759,319. (Please DATE before rout:	000	File No.: Enactment	
Signatures Required		Date Received	Date Signed
City Clerk	,	6/20/13	1 6/20/13
Director of Civil Rights		6-20-13	1 6/20/13/NOV)
Risk Manager		1 6-20-13	1 6/2/1/3 pas
Finance Director		6-21-13	6-2613 R
City Attorney	873_	6-24-13	1 6-24-2013
Mayor		6.24.13	4.65.15
Please return signed Cont Room 103, City-County Bus Original + 2 Cops	ilding for	£ 1 1 1 ~ ~ ~	ffice # 81536980
06/20/2013 08:39:55 enjag	o - Lisa C	oleman - 6-4093	

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

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City of Madison

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

Master

File Number: 30350

File ID: 30350

File Type: Resolution

Status: Passed

Final Action: 06/18/2013

Version: 1

Reference:

Controlling Body: BOARD OF

PUBLIC WORKS

Lead Referral: BOARD OF PUBLIC

Cost:

File Created Date: 05/24/2013

WORKS

File Name: Awarding Public Works Contract No. 6980,

Brentwood Parkway, Monterey Drive, Trailsway,

Wyldewood Drive and Wyldewood Circle

Assessment District - 2013.

Title: Awarding Public Works Contract No. 6980, Brentwood Parkway, Monterey Drive,

Trailsway, Wyldewood Drive and Wyldewood Circle Assessment District - 2013.

Notes: Lisa C.

CC Agenda Date: 06/18/2013

Agenda Number: 56.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 06/19/2013

Attachments: Contract 6980.pdf

Enactment Number: RES-13-00474

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version ·	Date	Approver	Action
1	06/07/2013	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	BOARD OF PUBLIC WORKS	06/05/2013	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass

Action Text:

A motion was made by Branson, seconded by Hinke, to RECOMMEND TO COUNCIL TO ADOPT

UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion

passed by voice vote/other.

Notes:

1 COMMON COUNCIL

06/18/2013 Adopt Under

Suspension of Rules 2.04, 2.05, 2.24, and

2.25

Action Text:

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

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

Notes:

Text of Legislative File 30350

Fiscal Note

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

Title

Awarding Public Works Contract No. 6980, Brentwood Parkway, Monterey Drive, Trailsway, Wyldewood Drive and Wyldewood Circle Assessment District - 2013.

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. 6980) for itemization of bids.

Pass

Wisconsin Office of the Commissioner of Insurance Licensed Producer Search*

Tuesday, June 18, 2013

VIGNA, JOSEPH L PEWAUKEE WI Year of Birth: 1945 Status: Active

License Number: 429050

NPN**: 257951

Effective Date: 01-01-1982 Expiration Date: 08-31-2014

License Type: Resident Intermediary Indv

CE Compliance: 08-31-2014

Lines of Authority

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

Appointments and Terminations

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

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of Hartford, Connecticut, The				
Berkley Regional Insurance Company	CAS/Active	03-05-2008		
Capitol Indemnity Corporation	CAS/Active	08-07-1978		
Carolina Casualty Insurance Company	CAS/Active	11-13-1996		
Charter Oak Fire Insurance Company, The	CAS/Active	01-13-2006		
Chubb Indemnity Insurance Company	CAS/Active	09-13-2002		
Continental Casualty Company	CAS/Active	09-24-1993		
Continental Insurance Company, The	CAS/Active	02-24-2006		
Economy Fire & Casualty Company	CAS/Inactive	12-09-1998	11-03-2003	Inadequate Production
Executive Risk Indemnity Inc.	CAS/Active	12-27-2005		
Farmington Casualty Company	CAS/Inactive	03-24-1986	11-20-2000	Vol. Surrender per Agent Rqst
Federal Insurance Company	CAS/Active	09-13-2002		
Fidelity and Deposit Company of Maryland	CAS/Active	09-01-2004		
Fidelity and Guaranty Insurance Company	CAS/Inactive	03-02-1992	12-05-2009	Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive	07-28-1978	12-05-2009	Canceled
Fireman's Fund Insurance Company	CAS/Active	08-26-2002		
Globe Indemnity Company	CAS/Inactive	01-07-2003	02-07-2005	Canceled
Great Northern Insurance Company	CAS/Active	09-13-2002		
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Guarantee Company of North America USA, The	CAS/Active	09-09-2010		
Gulf Insurance Company	CAS/Inactive	09-14-1993	02-21-2005	Inadequate Production
Hanover Insurance Company, The	CAS/Active	10-12-2004		
Liberty Mutual Fire Insurance Company	CAS/Active	05-19-2009		
Liberty Mutual Insurance Company	CAS/Active	05-19-2009		
LM Insurance Corporation	CAS/Active	05-19-2009		
Massachusetts Bay Insurance Company	CAS/Active	10-12-2004		
National Fire Insurance Company of Hartford	CAS/Active	09-24-1993		
National Surety Corporation	CAS/Active	04-12-1979		
Old Republic Insurance Company	CAS/Active	02-13-1990		
Old Republic Surety Company	CAS/Active	02-13-1990		
Pacific Indemnity Company	CAS/Active	09-13-2002		
Phoenix Insurance Company, The	CAS/Active	01-13-2006		
Redland Insurance Company	CAS/Inactive	02-28-1995	09-26-2000	Vol. Surrender per Agent Rqst
Royal Insurance Company of America	CAS/Inactive	01-07-2003	02-08-2005	Canceled
Safeguard Insurance Company	CAS/Inactive	01-07-2003	02-10-2005	Canceled
Seaboard Surety Company	CAS/Inactive	12-09-1998	02-17-2009	Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active	12-09-1998		
St. Paul Guardian Insurance Company	CAS/Inactive	12-09-1998	12-05-2009	Canceled

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	St. Paul Mercury Insurance Company	CAS/Inactive	12-09-1998	12-05-2009	Canceled
	Standard Fire Insurance Company, The	CAS/Inactive	10-07-1985	12-05-2009	Canceled
	Transcontinental Insurance Company	CAS/Inactive	09-24-1993	01-14-2008	Canceled
	Transportation Insurance Company	CAS/Active	09-24-1993		
	Travelers Casualty and Surety Company	CAS/Active	08-25-1978	makana	
	Travelers Casualty and Surety Company of America	CAS/Active	10-25-1990		
	Travelers Casualty Company of Connecticut	CAS/Inactive	12-19-1990	11-20-2000	Vol. Surrender per Agent Rqst
	Travelers Casualty Insurance Company of America	CAS/Inactive	02-03-1984	11-22-2000	Vol. Surrender per Agent Rqst
	Travelers Commercial Insurance Company	CAS/Inactive	12-19-1990	11-22-2000	Vol. Surrender per Agent Rqst
	Travelers Home and Marine Insurance Company, The	CAS/Active	12-14-2007		
	Travelers Indemnity Company of America, The	CAS/Active	01-13-2006		
	Travelers Indemnity Company of Connecticut, The	CAS/Active	01-13-2006		
	Travelers Indemnity Company, The	CAS/Active	01-13-2006		
***************************************	Travelers Property Casualty Company of America	CAS/Active	01-13-2006		
***************************************	Travelers Property Casualty Insurance Company	CAS/Inactive	10-25-1990	11-27-2000	Vol. Surrender per Agent Rqst
MINESTER STREET, STREE	United Fire & Casualty Company	CAS/Active	11-01-1996		
Mondonicummeroxymete	United States Fidelity	CAS/Inactive	07-28-1978	12-05-2009	Canceled

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

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

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

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CONTRACT NO. 6980

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013

PARISI CON	ISTRUCTION	CO., INC.
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\$759,319.00

Acct. No. CS53-58260-810358-00-53W1542	\$380,763.20
Contingency 8%±	30,461.00
Plan & Prep 15%±	<u>57,115.80</u>
Sub-Total	\$468,340.00
Acct. No. CS53-58270-810358-00-53W1542	\$146,787.00
Contingency 8%±	11,743.00
Plan & Prep 15%±	<u>22,020.00</u>
Sub-Total	\$180,550.00
Acct. No. ESTM-58270-810381-00-53W1542	\$231,768.80
Contingency 8%±	<u>18,541.20</u>
Sub-Total	\$250,310.00
GRAND TOTAL	\$899,200.00

\$759,319.00 CONTRACTOR'S OFFICE COPY BID OF PARISI CONSTRUCTION CO., INC. 2013 PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS FOR BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 **CONTRACT NO. 6980** IN MADISON, DANE COUNTY, WISCONSIN AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON JUNE 18, 2013

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

https://bidexpress.com/login

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This Proposal, and Agreement have been prepared by:

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

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

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SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	BRENTWOOD PARKWAY, MONTERE DRIVE, TRAILSWAY, WYLDEWOOD DRIV AND WYLDEWOOD CIRCLE ASSESSMEN DISTRICT - 2013				
CONTRACT NO.:	6980				
SBE GOAL	10%				
BID BOND	5%				
PRE BID MEETING (1:00 P.M.)	MAY 17, 2013				
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	MAY 17, 2013				
BID SUBMISSION (1:00 P.M.)	MAY 24, 2013				
BID OPEN (1:30 P.M.)	MAY 24, 2013				
PUBLISHED IN WSJ	MAY 10 & 17, 2013				

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

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

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

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

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

STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

05/10/2013-6980specs.doc A-2

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

<u>Buil</u> 101	B1701	ng Demolition] Asbestos Removal	110		Building Demolition
120		House Mover			
201 205 210 215 220 221 225 230 235 240 241 242 245 250 251 255 260 265 270		Utility and Site Construction Asphalt Paving Blasting Boring/Pipe Jacking Concrete Paving Con. Sidewalk/Curb & Gutter/Misc. Flat Work Concrete Bases and Other Concrete Work Dredging Fencing Fiber Optic Cable/Conduit Installation Grading and Earthwork Horizontal Saw Cutting of Sidewalk Infrared Seamless Patching Landscaping, Maintenance Landscaping, Site and Street Parking Ramp Maintenance Pavement Sealcoating and Crack Sealing Petroleum Above/Below Ground Storank Tank Removal/Install Retaining Walls, Precast Modular Units Retaining Walls, Reinforced Concrete	285 290 295 300 305 310 315 318 320 325 332 333 335 340		Sewer Lateral Drain Cleaning/Internal TV Insp Sewer Lining Sewer Pipe Bursting Soil Borings Soil Nailing Storm & Sanitary Sewer Laterals & Water Svc. Street Construction Street Lighting Tennis Court Resurfacing Traffic Signals Traffic Signing & Marking Tree pruning/removal Tree, pesticide treatment of Trucking Utility Transmission Lines including Natural Gas, Electrical & Communications Other
275 Brid		Sanitary, Storm Sewer and Water Main Construction Construction			
501		Bridge Construction and/or Repair			
Build 401 402 403 404 405 410 412 413 415 420 425 428		g Construction Floor Covering (including carpet, ceramic tile installation, rubber, VCT Building Automation Systems Concrete Doors and Windows Electrical - Power, Lighting & Communications Elevator - Lifts Fire Suppression Furnishings - Furniture and Window Treatments General Building Construction, Equal or Less than \$250,000 General Building Construction, \$250,000 to \$1,500,000 General Building Construction, Over \$1,500,000 Glass and/or Glazing	437 440 445 450 455 460 461 465 466 470 475		Masonry/Tuck pointing Metals Painting and Wallcovering Plumbing Pump Repair Pump Systems Roofing and Moisture Protection Solar Photovoltaic/Hot Water Systems Soil/Groundwater Remediation Warning Sirens Water Supply Elevated Tanks Water Supply Wells Wood, Plastics & Composites - Structural &
429 430		Hazardous Material Removal Heating, Ventilating and Air Conditioning (HVAC)	499		Architectural Other
433		Insulation - Thermal			
		f Wisconsin Certifications			
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet and road cuts.			
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet and excavations, basements, underwater demolition, underground exc	cavati	ons	, or structures 15 feet or less in height.
3		Class 7 Blaster - Blasting Operations and Activities for structures the objects or purposes listed as "Class 5 Blaster or Class 6 Blast	er".		
4 5		Petroleum Above/Below Ground Storage Tank Removal and Insta Hazardous Material Removal (Contractor to be certified for asbest of Health Services, Asbestos and Lead Section (A&LS).) See the www.dhs.wisconsin.gov/Asbestos/Cert . State of Wisconsin Perfor attached.	tos ar follow	nd le <i>i</i> ing	ead abatement per the Wisconsin Department link for application:
6		Certification number as a Certified Arborist or Certified Tree Work Arboriculture	er as	adn	ninistered by the International Society of
7		Pesticide application (Certification for Commercial Applicator For landscape (3.0) and possess a current license issued by the DATO		vith ⁻	the certification in the category of turf and
8 9		OtherOther			

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		-

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

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SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

C-1

05/10/2013-6980specs.doc

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

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

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

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

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

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

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

2.2 Contract Compliance

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

05/10/2013-6980specs.doc C-2

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 <u>bidder</u> with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

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

- 2.4.2.1 If the Bidder <u>meets or exceeds</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.1.1 Cover Page, Page C-7; and
 - 2.4.2.1.2 **Summary Sheet,** C-8.
- 2.4.2.2 If the bidder <u>does not meet</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.2.1 Cover Page, Page C-7;
 - 2.4.2.2.2 Summary Sheet, C-8; and
 - 2.4.2.2.3 SBE Contact Report, C-9 and C-10. (A <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- 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.

		Control Control
·		,
		:

Small Business Enterprise Compliance Report

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

Cover Sheet

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

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
	545 (12 S year) (12 S year)	%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	<u></u> %.	

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE	<u>Information</u>
Com	pany:
Addr	ess:
	phone Number:
	act Person/Title:
1.	Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.
2.	Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.
	Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?
	☐ Yes ☐ No
3.	Did this SBE submit a bid? ☐ Yes ☐ No
1.	Is the General Contractor pre-qualified to self-perform this category of work?
	☐ Yes ☐ No

requ	u responded "Yes" to Question 3, please check the items below which apply and provide the ested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.
	The SBE listed above is unavailable for work on this project for the following reasons Provide specific detail for this conclusion.
	The SBE listed above is unqualified for work on this project. Provide specific details 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.
Descr	ibe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

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

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

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

	Building and Heavy Construction
\boxtimes	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. Records shall include employee demographics or contractor can submit a one-time report of all employee demographics that can be matched up with weekly payrolls. Reports shall only include last four social security digits. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

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

resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 103: AWARD AND EXECUTION OF THE CONTRACT

The Contractor shall execute signing of this contract completely prior to <u>JUNE 18, 2013</u>. No exceptions or extensions to the above date will be permitted.

ARTICLE 104: SCOPE OF WORK

The project limits for the work to be done are on Trailsway from Monterey Dr. to Sherman Ave.; Monterey Dr. from Wyldewood Dr. to Trailsway; Brentwood Pkwy from Arrowood Dr. to Trailsway; Wyldwood Dr. from Sheridan Dr. to Brentwood Pkwy; and Wyldewood Circle. The work shall consist of replacing & installing storm sewer, and street resurfacing work including spot replacement of concrete curb and gutter, sidewalk and drive aprons. The existing asphalt pavement will be replaced by pulverizing and shaping and then repaving of asphalt pavement. The project is approximately 5800 feet in length.

The project is approximately 5800 feet in length.

The Contractor shall utilize excess pulverized material in all undercut areas where approved by the Engineer. The Contractor shall be required to remove excess pulverized asphalt from the construction site to meet the proposed profile of the streets provided; no additional compensation will be given for the removal of excess pulverized material. Pulverized streets do not require a sawcut at the pavement limits. If the edge is damaged after the pulverizing is complete, a sawcut may be required by the Engineer and no additional compensation will be provided.

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

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item.

The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

SECTION 104.10: CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.12: COOPERATION BY THE CONTRACTOR

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

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

No staging shall be allowed within Warner Park. Contractor is advised to use care in that park users and pedestrians may be present in the area during and after work hours. Contractor shall repair any damage caused by construction to paved or grassed areas of the park outside the project limits, in kind, at Contractor's expense.

The Contractor is alerted that work may be undertaken by others in approximately the same timeframe and in the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of work by others and make corrections in his/her construction timetable as required. The City of Madison has information about the following work in the project area:

Contract No. 6985 Warner Park Paths. Work under this contract is scheduled to begin around July 15, 2013. Contractor shall coordinate work on the sidewalk ramp leading to the relocated bike path, at the western side of the intersection of Trailsway and Monterey, with Contractor who is awarded the bike path contract.

Contractor shall note that that MG&E will be replacing gas service laterals within the project limits during the same timeframe as the planned work under this contract. Contractor shall coordinate as necessary with MG&E. Contact: MG&E (Mike Savage, cell 235-2345, office 252-7069). MG&E anticipates their work will be begin in mid-June, but their work will not be complete prior to the beginning of this contract.

SECTION 107.1: PUBLIC CONVENIENCE AND SAFETY

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

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

SECTION 107.7: MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer (marked to the attention of the contact person listed below), at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall be responsible for coordinating and enforcing the traffic control requirements of this section of the Special Provisions and the Traffic Control Plan for the duration of this project. The Contractor shall submit all questions concerning either their work or the work of their sub-contractor(s), which are related to traffic control, to the project traffic engineer (listed below) not less than five (5) working days prior to the pre-construction meeting. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

The Contractor shall be responsible for signing, marking and maintaining all detour routes and/or alternate access routes, which are necessary for this project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures. All said lights shall be functional and operating from sundown to sunrise for the duration of the project.

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for Bikeway and Sidewalk closures as shown in the City of Madison Standard Specifications for Public Works Construction, Part VIII Standard Detail Drawings, Detail Drawings Nos. 6.30 and 6.38.

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

Work on this project shall not begin prior to July 8, 2013, due to Rhythm & Booms scheduled date of July 3. All streets shall have signs and pavement markings installed and be fully open to traffic prior to October 11, 2013. See Standard Specifications 107.10 Opening of Section of Highway to Traffic concerning the type of notice to the Traffic Engineering Field Operations Facility and amount of lead time that required before signs and pavement markings will be installed. Also see Special Provisions 107.10 for the amount of work which must be completed, before notifying the Traffic Engineering Operations Facility to install sign and markings.

Trailsway, Monterey Drive, Brentwood Parkway, Wyldewood Drive, and Wyldewood Circle may be closed to through traffic for the duration of the project.

Advance notice of closure to through traffic including the date of such closure shall be provided, for at least one full week, prior to closure. Said notice shall be provided at the project ends and at all intersecting streets, by means of signage on type III barricades.

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

ADA compliant access shall be maintained, on all sidewalks and all intersections, at all times.

Local and emergency vehicle access shall be maintained to all properties, at all times.

The Contractor shall be responsible for maintaining standard removal of trash and recyclable materials for all properties.

The Contractor shall notify the Dane County 911 center, the appropriate authorities at Emerson Elementary and Sherman Middle School of any change in access and/or route to any property, including any access and/or route changes at the beginning of the project, at least five (5) working days in advance of any change and provide a map showing the proposed new access route. The City Traffic Engineer shall be provided similar notice of any change in access and/or route, in writing, no less than five (5) working days prior to any changes in access, to allow time to issue a press release to notify the public.

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

Contact Mark Winter; Traffic Engineering Division, 266-6543, with any questions concerning these traffic control specifications.

SECTION 107.8: NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., Monday through Friday (except holidays), a minimum of two (2) working days in advance of

when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10: OPENING OF SECTION OF HIGHWAY TO TRAFFIC

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

SECTION 107.2: PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

Care shall be taken not to disturb property irons, sod areas and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property.

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.

ARTICLE 108.2: PERMITS

The City of Madison has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit. A City of Madison Erosion Control permit has been obtained and weekly inspections shall be completed by City Staff.

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

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

SECTION 109.2: PROSECUTION OF THE WORK

The Contractor shall begin work on or after <u>JULY 8, 2013</u>. The date of completion shall be <u>OCTOBER</u> <u>11, 2013</u>. The Contractor shall be required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

SECTION 109.9: LIQUIDATED DAMAGES

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

ARTICLE 203.2: <u>DISPOSING OF MATERIALS</u>

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction with regard to salvaging castings.

BID ITEM 21001 EROSION CONTROL IMPLEMENTATION PLAN

In addition to the requirements detailed in Section 210.1(a) the Contractor shall supply a dewatering plan as part of the Erosion Control Implementation Plan. At a minimum the dewatering plan shall include the Contractor's methods, practices, and or devices to perform TYPE I or TYPE II Dewatering per Section 502.1(c) Dewatering in the City of Madison Standard Specifications for Public Works Construction and Wisconsin Department of Natural Resources (WDNR) SOC Technical Standard 1061 Dewatering. If TYPE II Dewatering is expected to be used at a rate in excess of 70 g.p.m. the dewatering plan shall also include a copy of any applicable WDNR permits.

BID ITEM 20221 TOPSOIL

BID ITEM 20701 TERRACE SEEDING

BID ITEM 21061 EROSION MATTING, CLASS 1, URBAN TYPE A

Bid Item 20221 - Topsoil, Bid Item 20701 - Terrace Seeding and Bid Item 21061 - Erosion Matting, Class I, Urban Type A shall be utilized for restoration of areas where storm sewer extends into Warner Park, for restoration of private storm sewer stubs, and, for restoration in limited areas where the pedestrian ramp/sidewalk geometrics are changing, as shown on the plans. All other restoration shall be paid as incidental under appropriate resurfacing remove and replace bid items.

BID ITEM 20323 REMOVE CONCRETE SIDEWALK AND DRIVE

BID ITEM 30301 5-INCH CONCRETE SIDEWALK

BID ITEM 30302 7-INCH CONCRETE SIDEWALK AND DRIVE

Bid Item 20223 - Remove Concrete Sidewalk and Drive, Bid Item 30301 - 5-Inch Concrete Sidewalk and Bid Item 30302 - 7-Inch Concrete Sidewalk and Drive shall be utilized for removing and replacing pedestrian ramps and sidewalk, where the ramp configuration/layout is changing, as shown in the plans. All other sidewalk and drive apron items shall be paid under their respective resurfacing remove and replace bid items.

ARTICLE 403.21: REMOVE AND REPLACE CONCRETE CURB AND GUTTER- RESURFACING

Most of the curb and gutter will be standard TYPE A curb and gutter. If the Contractor encounters curb and gutter that is not the typical TYPE A curb and gutter, they will be required to remove and replace in kind, unless directed otherwise by the Engineer, at no additional cost or compensation.

SECTION 500: <u>SEWERS AND SEWER STRUCTURES</u>

STORM SEWER GENERAL

The designer of this project is Elia E. Acosta (266-4096) eacosta@cityofmadison.com.

Storm sewer work includes installing new storm sewer main, inlets and structures at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

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

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

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

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

Precast structures and field poured structures on this job have been bid separately. As a means to "trial" this procedure. However, Precast submittals and approvals are still required prior to bringing a precast to the site.

If after ULO's are completed, a structure that was bid as a precast is changed to a field poured, the Contractor will be paid for that structure as a field poured, further if a precast is allowed where a field poured was bid, the Contractor shall be paid under the precast bid item.

BID ITEM 90030 - 6'X 3' STORM STRUCTURE FIELD POURED

DESCRIPTION

This structure shall be constructed in accordance with Part III of the City of Madison Standard Specifications for Public Works Construction and is modified as below.

Structure roof shall be 8" thick with #4 steel 6" on centers in both directions, placed 2.5" from the bottom of roof and maintaining 3" clear on the sides.

METHOD OF MEASUREMENT

6'x3' Storm Structure Field Poured shall be measured by each complete unit.

BASIS OF PAYMENT

6'x3' Storm Structure Field Poured shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90031 - H INLET FIELD POURED

DESCRIPTION

This structure shall be constructed in accordance with Part III of the City of Madison Standard Specifications for Public Works Construction and is modified as below.

METHOD OF MEASUREMENT

H Inlet Field Poured shall be measured by each complete unit

BASIS OF PAYMENT

H Inlet Field Poured shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90032 - 3'x 3' STORM STRUCTURE FIELD POURED

DESCRIPTION

This structure shall be constructed in accordance with Part III of the City of Madison Standard Specifications for Public Works Construction and is modified as below.

METHOD OF MEASUREMENT

3'x3' Storm Structure Field Poured shall be measured by each complete unit.

BASIS OF PAYMENT

3'x3' Storm Structure Field Poured shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90033 - REMOVE HEADWALL

DESCRIPTION

Work under this item shall consist of the removal and disposal offsite at a location to be provided by the Contractor of the existing headwall.

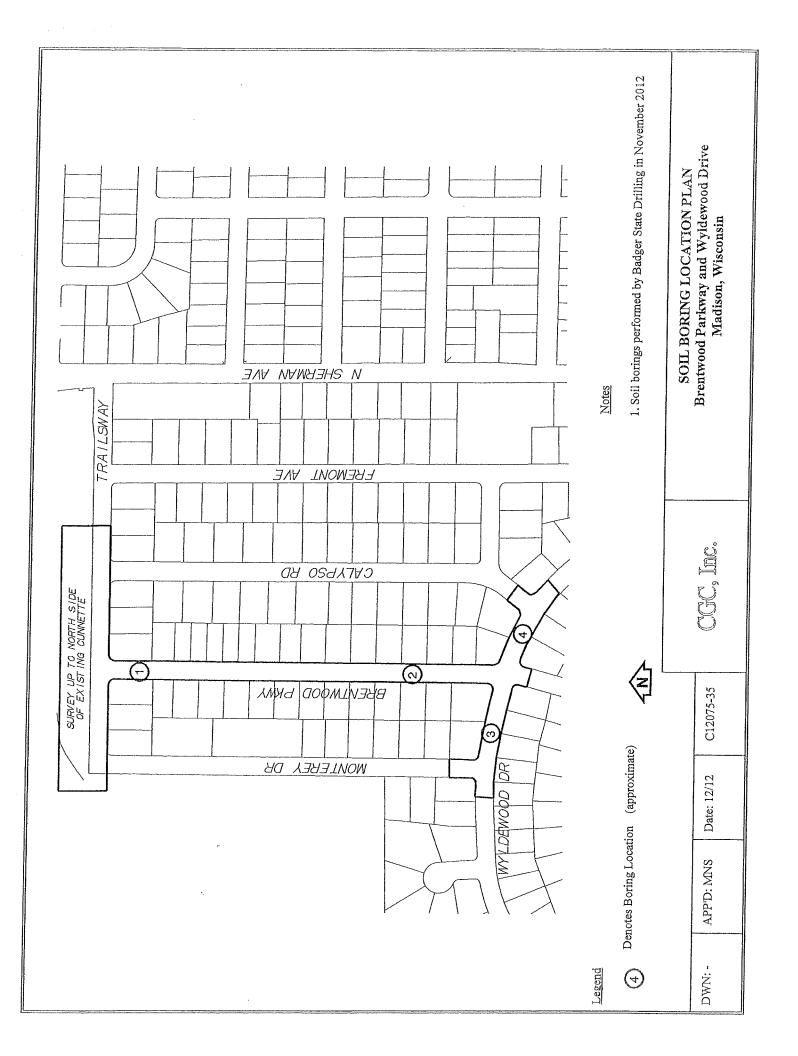
METHOD OF MEASUREMENT

Remove Headwall shall be measured by each unit removed.

BASIS OF PAYMENT

Remove Headwall shall be measured as provided above, and shall be paid at the contract unit price for the work as described above.

		·
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		-



Project Brentwood Parkway & Wyldewood Dr.
Brentwood: 100'S of Trailsway, 5'W of Centerline
Location Madison, Wisconsin

Boring No. 1
Surface Elevation (ft) 88.0*
Job No. C12075-35
Sheet 1 of 1

SAMPLE			LE	232	VISUAL CLASSIFICATION	SOIL PROPERTIES						
No. P	Rec	Moist	N	Depth (ft)	and Remarks	qu (qa) (tsf)	W	LL	ъг	LI		
				 - 	3" Asphalt Pavement/8" Base Course	(LSL)						
1	6	М	11		Very Stiff, Greenish-Brown Lean CLAY (CL)	(2.5)						
				<u> </u> 	Stiff to Very Stiff, Gray Lean CLAY, Occasional							
2	12	M	5	 	Plant Fibers (CL)	(2.0)						
				 - 	Loose, Brown Fine to Medium SAND, Little to							
3	18	М	7		Some Silt, Scattered Thin (1") Seams of Clay (SP-SM/SM)	(0.75)						
Fes.			[- ∇								
4	18	W	7	10-	Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) End Boring at 10 ft Borehole backfilled with bentonite chips and asphalt patched *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Brentwood & Wyldewood.							
			WA	TER	LEVEL OBSERVATIONS G	ENERAI	_ NO	ΓES				
While I Time A Depth to Depth to	fter I o Wa o Cav	Orilling iter ve in	g .		Upon Completion of Drilling Start 11/3! Driller Bad Logger GI Drill Method	M Editor 2 1/4" H	ESF SA	Ri	g CM	E-55		

	Inal
CGC	

Project Brentwood Parkway & Wyldewood Dr.
Brentwood: 250'N of Wyldewood, 5'W of Centerline
Location Madison, Wisconsin

Boring No. 2
Surface Elevation (ft) 90.4*
Job No. C12075-35
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887										
	S	AMP	LE		VISUAL CLASSIFICATION	SOIL	PRC	PE	RTIE	ES
No.	T Rec P (in.	Moist	и	Depth (ft)	and Remarks	qu (qa) (tsf)	W	LL	ъг	LI
				 -	3" Asphalt Pavement/8" Base Course	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
1	6	M	8		Stiff, Brown & Gray Mottled Lean CLAY, Trace Sand (CL)	(1.6)				
2	18	W	9	 	Loose, Laminated Brown & Gray Silty Fine SAND and Sandy SILT, Trace Clay (SM/ML)				,	
3	18	M	20	5 	Medium Dense, Brown Sandy SILT, Little to Some Gravel (ML)					
4	18	M	17		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
			 - - -	- 10- - -	End Boring at 10 ft Borehole backfilled with bentonite chips and asphalt patched					
			· · · · · · · · · · · · · · · · · · ·		*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated at the intersection of Brentwood & Wyldewood.					
	WATER LEVEL OBSERVATIONS GENERAL NOTES									
Depth Depth	After I to Wa to Ca	Drillin iter ve in	_			/12 End er Chief I Editor	11/30/1 MC ESF	12	3 CM	E-55



Project Brentwood Parkway & Wyldewood Dr.
Wyldewood: 105'W of Brenwood, near Centerline
Location Madison, Wisconsin

Boring No. 3
Surface Elevation (ft) 97.0*
Job No. C12075-35
Sheet 1 of 1

	2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887													
	SAMPLE				VISUAL CLASSIFICATION			SOIL	PRO	PE	RTII	ΞS		
No.	Y P E	Rec (in.)	Moist	и	Depth (ft)			and Remarks		qu (qa) (tsf)	W	rr.	PL	LI
					 - 	X	8	3" Asphalt Pavement/8" Base Course						
1	Control of the State of the Sta	12	M	6				Very Stiff, Brown Lean CLAY (CL)		(2.25)				
2		10	M	12	-			Medium Stiff to Very Stiff, Gray and Bro Mottled Lean CLAY (CL)	own	(3.25)				
				 	5					(0.25)				
3		18	М	6						(1.0)				
4		10	1.6	-										
4		18	М	4 	_					(0.75)				į
				- 	- 10-		1	End Boring at 10 ft						
ļ				į-	.			-						
					-			Borehole backfilled with bentonite chi asphalt patched	ips and					
					-			*Elevation determined using an assumed of 100.0 ft referencing the top nut of a hydra situated at the intersection of Brentwood Wyldewood.	ant					
					- 15-									
	WATER LEVEL OBSERVATIONS GENERAL NOTES													
While	D	rillir	ıg ∑	N	V	τ	Up	on Completion of DrillingSt	tart 11/3	0/12 End	11/30/1	12		
Time.	Αf	ter E	Prilling					D	riller Bad	ger Chief	MC		g CM	E-55
Depth									ogger G	M Editor	ESF	•••		
Depth									rill Method	2 1/4" HS	A		• • • • • • • • • • • • • • • • • • • •	
rne soil	The stratification lines represent the approximate boundary between soil types and the transition may be gradual.													



Project Brentwood Parkway & Wyldewood Dr.
Wyldewood: 125'E of Brentwood, near Centerline
Location Madison, Wisconsin

 Boring No.
 4

 Surface Elevation (ft) 97.0*

 Job No.
 C12075-35

 Sheet
 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887								
SAMPLE	VISUAL CLASSIFICATIO							
No. P (in.) Moist N Depth	and Remarks	(qa) W LL PL LI (tsf)						
	3" Asphalt Pavement/8" Base Course							
1 12 M 9 L	Loose, Reddish Brown Clayey Fine to Me SAND (SC)	dium						
2 17 M 8	Loose to Medium Dense, Brown Fine to M SAND, Some Silt and Gravel, Scattered C and Boulders (SM)							
3 18 M 8 I								
		-						
4 12 M 16 L L L L L L L L L L L L L L L L L L	End Boring at 10 ft							
	Borehole backfilled with bentonite chip asphalt patched	os and						
	*Elevation determined using an assumed da 100.0 ft referencing the top nut of a hydran situated at the intersection of Brentwood & Wyldewood.	nt						
	LEVEL OBSERVATIONS	GENERAL NOTES						
While Drilling	Lo Dri	art 11/30/12 End 11/30/12 iller Badger Chief MC Rig CME-55 gger GM Editor ESF ill Method 2 1/4" HSA						

SECTION E: BIDDERS ACKNOWLEDGEMENT

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

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

1.	The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. through issued thereto, at the prices for said work as contained in this proposal.
	through issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CATY. FAILNETO DID SO MAY RESULT IN REJECTION OF THE BID).
5.	in fiereby that all statements herein are made on behalf of whame of corporation, partnership or person submitting bid) a corporation organized and existing under the laws of the State of
	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.
SIGNATU	URE
M	Uldent
THILE, IF	ANY CATINE A
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Swotn	and subscribed to before me this 20 2NOTARY
	// /// 1 // 1 // // // // // // // // //

Section F: Disclosure of Ownership and BVC

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

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

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

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statues.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.
- (A) The contractor, or a shareholder, officer or partner of the contractor:

- 1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
- 2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
- (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box City State and Zip Code

Name of Business

Street Address or P O Box City State and Zip Code

Name of Business

Street Address or P O Box City State and Zip Code

Best Value Contracting

- 1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
- 2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
Contractor has been in business less than one year.
Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.
LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)
BRICKLAYER CARPENTER CEMENT MASON / CONCRETE FINISHER CEMENT MASON (HEAVY HIGHWAY)

V	CONSTRUCTION CRAFT LABORER
Γ	DATA COMMUNICATION INSTALLER
1	ELECTRICIAN
	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC STALL / SERVICE
The same	GLAZIER
V	HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
Γ	INSULATION WORKER (HEAT and FROST)
	IRON WORKER
1	IRON WORKER (ASSEMBLER, METAL BLDGS)
T.	PAINTER and DECORATOR
Γ	PLASTERER
Γ	PLUMBER
Г	RESIDENTIAL ELECTRICIAN
Ī	ROOFER and WATER PROOFER
Г	SHEET METAL WORKER
Γ	SPRINKLER FITTER
Γ	STEAMFITTER
Ī	STEAMFITTER (REFRIGERATION)
Γ	STEAMFITTER (SERVICE)
Γ	TAPER and FINISHER
TEO	TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER- CHNICIAN
Γ	TILE SETTER

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information	
Company: YARIGI CONSTRUCTION Co Mc.	
Address: 508 South Nove Mouns Roas	Vopour, W/ 53593
Telephone Number: 68-348-5991	Fax Number: 638-948-9992
Contact Person/Title: Jevery Hillsman -	Ponject ENGIMENT
Prime Bidder Certification	
1, Jeany Hillergeams	, Project Erymen of
Name	Title
Perlis, Construction Con lose.	partiful that the information
Company	certify that the information
contained in this SBE Compliance Report is true and cor	rect to the best of my knewledge and belief.
Musture aher_	-All
Witness' Signature	'Bidder's Signature
<u> 6/24/13</u>	-
Date	

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Am	ount
0			%
KitcH-TRAIST ; Tracking	Trackery	18.00	%
			%
		TOTAL CONTRACTOR OF THE CONTRA	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		10.00	%
SBE Subcontractors Who Are Suppliers			
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amo	ount
			%
			%
			%
		· · · · · · · · · · · · · · · · · · ·	%
			%
			/- -
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60	
Total Percentage of SBE Utilization:		•	,

#6980 Parisi Construction

Item Code	Description	Quantity	Units	Unit Pric	e Extension
10701.0	TRAFFIC CONTROL	1.0000	LUMP SUM	\$1,900.00	\$1,900.00
10801.0	ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED)	15.0000	LF	\$10.25	\$153.75
10802.0	ROOT CUTTING - SIDEWALK (UNDISTRIBUTED)	15.0000	LF	\$10.25	\$153.75
10911.0	MOBILIZATION	1.0000	LUMP SUM	\$9,000.00	\$9,000.00
20219.0 20221.0	EXCAVATION CUT BREAKER RUN TOPSOIL	1,150.0000 2,300.0000 275.0000		\$10.25 \$9.20 \$4.10	\$11,787.50 \$21,160.00 \$1,127.50
20303.0	SAWCUT BITUMINOUS PAVEMENT (UNDISTRIBUTED)	50.0000	L.F.	\$2.00	\$100.00
20321.0	REMOVE CONCRETE PAVEMENT	136.0000	S.Y.	\$6.50	\$884.00
	REMOVE CONCRETE SIDEWALK AND DRIVE	386.0000	S.F.	\$1.10	\$424.60
20403.0 c 20701.0	CLEARING GRUBBING FERRACE SEEDING	24.0000 66.0000 275.0000	ID ID S.Y.	\$15.50 \$20.50 \$3.80	\$372.00 \$1,353.00 \$1,045.00
21061.0	EROSION MATTING, CLASS I, URBAN TYPE A	275.0000	SY	\$2.30	\$632.50
30301.0	5 INCH CONCRETE SIDEWALK	121.0000	S.F.	\$3.10	\$375.10
30302.0	7 INCH CONCRETE SIDEWALK AND DRIVE	212.0000	S.F.	\$4.70	\$996.40
3013441111	CURB RAMP DETECTABLE WARNING FIELD	132.0000	S.F.	\$32.00	\$4,224.00
	HMA PAVEMENT TYPE E-0.3	2,990.0000	TON	\$56.00	\$167,440.00
40/11/0	ASPHALT DRIVE AND FERRACE	80.0000	S.Y.	\$20.50	\$1,640.00
	PULVERIZE AND SHAPE	16,615.0000	S.Y.	\$1.40	\$23,261.00
40302.0	ADJUST ACCESS STRUCTURE CASTING - RESURFACING	3.0000	EA	\$470.00	\$1,410.00
40307.0 ₁	ADJUST VALVE CASTING, METHOD #1 RESURFACING	22.0000	EA	\$210.00	\$4,620.00
7 T	REBUILD ACCESS STRUCTURE TOP- RESURFACING REMOVE AND REPLACE	10.0000	EA	\$1,200.00	\$12,000.00
40381.0 F	CONCRETE CURB AND GUTTER - MACHINE PLACED - RESURFACING	381.0000	L.F.	\$22.00	\$8,382.00
	REMOVE AND REPLACE CONCRETE CURB AND	1,180.0000	LF	\$34.75	\$41,005.00

Item Code	Description	Quantity	Units	Unit Pric	e Extension
	GUTTER - HAND PLACED - RESURFACING				
	REMOVE AND REPLACE 5 INCI	-			
40391.0	CONCRETE SIDWALK -	4,107.0000	S.F.	\$6.90	\$28,338.30
	RESURFACING	.,		+	4
	REMOVE AND REPLACE 7 INCI	H			
40392.0	CONCRETE SIDEWALK AND	1,783.0000	S.F.	\$7.60	\$13,550.80
	DRIVE - RESURFACING				
	CONCRETE SPEED HUMP	411.0000	S.Y.	\$57.00	\$23,427.00
	CLEAR STONE	700.0000	TONS	\$12.00	\$8,400.00
	EROSION CONTROL PLAN & IMPLEMENTATION	1.0000	LS	\$820.00	\$820.00
21002.0	EROSION CONTROL INSPECTION	10.0000	EACH	\$360.00	\$3,600.00
21011.0	CONSTRUCTION ENTRANCE	7.0000	EACH	\$100.00	\$700.00
	STREET SWEEPING	1.0000	LS		\$1,500.00
	SILT SOCK COMPLETE	256.0000	LF	\$7.50	\$1,920.00
21032.0	INLET PROTECTION TYPE C - PROVIDE & INSTALL	6.0000	EACH	\$30.50	\$183.00
21033.0	INLET PROTECTION TYPE C - MAINTAIN	6.0000	EACH	\$10.25	\$61.50
/ III/34 II	INLET PROTECTION TYPE C - REMOVE	6.0000	EACH	\$10.25	\$61.50
	POLYMER STABILIZATION	2,500.0000	SY	\$0.45	\$1,125.00
71112611	INLET PROTECTION TYPE D	45.0000	EACH		\$3,195.00
	HYBRID - PROVIDE & INSTALL			4.2.00	40,2000
21057.0	INLET PROTECTION TYPE D HYBRID - MAINTAIN	45.0000	EACH	\$15.25	\$686.25
	INLET PROTECTION TYPE D				
/ HUNX 11	HYBRID - REMOVE	45.0000	EACH	\$10.25	\$461.25
50411.0	12 INCH RCP STORM SEWER	1 057 0000	TT	መ ን ር ርዕ	Φ.(0, 472, 70
	PIPE	1,957.0000	LF	\$35.50	\$69,473.50
	H INLET (PRECAST)	21.0000			\$35,700.00
	H INLET (FIELD POURED)	9.0000		\$2,100.00	\$18,900.00
	FRAFFIC CONTROL FOR STORM SEWER INSTALLATION	1.0000	LUMP SUM	\$1,900.00	\$1,900.00
10917.0	MOBILIZATION FOR STORM SEWER	1.0000	LUMP SUM	\$11,000.00	\$11,000.00
20312.01	REMOVE CATCHBASIN	3.0000		\$340.00	\$1,020.00
20313.01	REMOVE INLET	12.0000	EACH		\$4,080.00
20314.0 I	REMOVE PIPE	153.0000	LF	\$13.00	\$1,989.00
	PIPE PLUG STORM	2.0000	EACH	\$100.00	\$200.00
311/11/11	SELECT BACKFILL FOR STORM SEWER	4,838.0000	TF	\$0.10	\$483.80

	em ode	Description	Quantity	Units	Unit Pric	e Extension
502	27.0 UTII IV	LITY TRENCH PATCH TYPE	4,600.0000	TF	\$2.00	\$9,200.00
503		CH PVC PIPE	224.0000	LF	\$37.25	\$8,344.00
504	12.0 15 IN PIPE	ICH RCP STORM SEWER	601.0000	LF	\$34.25	\$20,584.25
504	13.0 18 IN PIPE	ICH RCP STORM SEWER	723.0000	LF	\$38.75	\$28,016.25
504	14.0 ²¹ IN PIPE	ICH RCP STORM SEWER	104.0000	LF	\$47.75	\$4,966.00
504	15.0 ^{24 IN} PIPE	CH RCP STORM SEWER	1,030.0000	LF	\$40.25	\$41,457.50
504	32.0 ^{19 IN} STOF	CH X 30 INCH HERCP RM PIPE	423.0000	LF	\$56.00	\$23,688.00
		CH RCP AE	2.0000		\$1,100.00	\$2,200.00
504		CH X 30 INCH HERCP AE	2.0000	EACH	\$1,200.00	\$2,400.00
		CRETE COLLAR DISTRIBUTED)	1.0000	EACH	\$320.00	\$320.00
506	04.0 21 IN	CH RCP AE GATE	2.0000	EACH	\$460.00	\$920.00
506	22.0 ^{19 IN} GATI	CH X 30 INCH HERCP AE	2.0000	EACH	\$510.00	\$1,020.00
507	23.0 3X3 S	STORM SAS (PRECAST)	7.0000	EACH	\$1,900.00	\$13,300.00
507	63.0 TERR	ACE INLET TYPE 2	4.0000		\$4,200.00	\$16,800.00
508	01.0 ULO		6.0000		\$540.00	\$3,240.00
900	$80.0 \frac{6X3}{STRU}$	TORM SEWER CTURE	9.0000	EACH	\$3,400.00	\$30,600.00
900:	' ^{2.0} POUR		1.0000	EACH	\$2,700.00	\$2,700.00
900	3.0 REM	OVÉ HEADWALL	2.0000	EACH	\$670.00	\$1,340.00

t .



Department of Public Works

City Engineering Division

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 608 264 9275 FAX 1 866 704 2315 Textnet 608 266 4751

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

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

Operations Manager Kathleen M. Cryan GIS Manager David A. Davis, R.L.S.

Financial Officer Steven B. Danner-Rivers Hydrogeologist Brynn Bemis

BIENNIAL BID BOND

Parisi Construction Co., Inc.	,
(a corporation of the State of <u>Wisconsin</u>	-)
(individual); (partnership), (hereinafter referred to as the "Principal") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	
a corporation of the State of Connectional Englishment of the State of Wisconsin, are held and firmly bound unto the City of Mad (hereinafter referred to as the "City"), in the sum equal to the individual proposal guarantees.	ison, Wisconsin
the total bid or bids of the Principal herein accepted by the City, for the payment of whi and the Surety hereby jointly and severally bind ourselves, our heirs, executors, successors and assigns.	
The condition of this obligation is that the Principal has submitted to the City certain to from the time period of February 1, 2012 through January 31, 2	

If the Principal is awarded the contract(s) by the City and, within the time and manner 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.

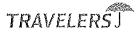
gradiente production in the contract of the production of the production of the contract of th

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

PRINCIPAL

PARISI CONSTRUCTION CO., INC. COMPANY NAME AFFIX SEAL	December 14, 2011
By: SIGNATURE AND TITLE	
SURETY /// U	
TRAVELERS CASUALTY AND SURETY	
COMPANY OF AMERICA COMPANY NAME AFFIX SEAL	December 13, 2011
COMPANY NAME AFFIX SEAL	DATE
By: Aryl Magne Signature and title Actorney-In-Fact	t
This certifies that I have been duly licensed as an age	ent for the Surety in Wisconsin under License No.
December 13, 2011 ATE	AGENT JOSEPH L. Vigna
٠.	17035 West Wisconsin Avenue - Suite 135 ADDRESS
	Brookfield, Wisconsin 53005 CITY, STATE AND ZIP CODE
	262÷792÷2210 TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No.

219817

Certificate No. 004360942

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

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

of the City of Brookfield					their true and lawfu	l Attorney(s)-in-Fact,
each in their separate capacity if other writings obligatory in the	nature thereof on behalf of th	e Companies in their	business of guarant	teeing the fidelity of p	ersons, guaranteein	
contracts and executing or guara	nteeing bonds and undertaking	gs required or permitte	d in any actions or	proceedings allowed by	oy law.	22nd
IN WITNESS WHEREOF, the day of	Companies have caused this i	nstrument to be signe	d and their corporat	e seals to be hereto afi	fixed, this	22110
	Farmington Casualty Con Fidelity and Guaranty Ins Fidelity and Guaranty Ins	urance Company		St. Paul Mercury Ins Travelers Casualty a Travelers Casualty a	nd Surety Compar	
	St. Paul Fire and Marine St. Paul Guardian Insuran	Insurance Company	•	United States Fidelity		•
1982 6	MISORANIE DE LE SERVICIO DE LA CONTROLLE DE LA	SE AL	SEAL	CONN.	(HAPPTOPE)	MAN THIS CONTROL OF THE CONTROL OF T
State of Connecticut City of Hartford ss.			Ву:	George W Thomp	Soon, Senior Vice Presi	dent
On this the	sident of Farmington Casualty nsurance Company, St. Paul I Surety Company of America	Company, Fidelity a Guardian Insurance C a, and United States F	, before me per ind Guaranty Insura Company, St. Paul I Fidelity and Guaran	Mercury Insurance Co ty Company, and that	y and Guaranty Inst ompany, Travelers (he, as such, being	urance Underwriters, Casualty and Surety authorized so to do,
In Witness Whereof, I hereunto s My Commission expires the 30th	•	ACTETARY E	***************************************	Man	is C. J.	theault y Public

58440-6-11Printed in U.S.A.

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of TWE in the year Two Thousand and Thirteen between PARISI CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>JUNE 18, 2013</u>, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

- 2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>SEVEN HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED NINETEEN (\$759,319)</u> Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
- 4. Wage Rates for Employees of Public Works Contractors

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

"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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

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

Countersigned;	PARISI CONSTRUCTION CO., INC.	
Chutine Mun 4/1	6/7/13	
Witness Da	Date 13	
Witness Wary 10/1/10		
CITY OF MADISON, WISCONSIN	V	
Provisions have been made to pay the liabili that will accrue under this contract.	y Approved as to form:	
Finance Director	OUP. M	
Signed this	City Attorney	
Janua Tulfmone (Witness	Mayor Gul 1 6-25-1.	Í
Ocar K. Phelps	Mayor Date	
Witness	City Clerk Date	



SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we <u>PARISI CONSTRUCTION CO., INC.</u> as principal, and <u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</u>

Company of <u>Hartford</u>, <u>Connecticut</u> as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of <u>SEVEN HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED NINETEEN (\$759,319)</u> Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

BRENTWOOD PARKWAY, MONTEREY DRIVE, TRAILSWAY, WYLDEWOOD DRIVE AND WYLDEWOOD CIRCLE ASSESSMENT DISTRICT - 2013 CONTRACT NO. 6980

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

Signed and sealed this	20th day	of <u>June, 2013</u>	
Countersigned:		PARISI CONSTRUCTION CO., INC.	
Physica Alex		Company Name (Principal)	ú
Witness)		President	Seal
Secretary	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
Approved as to form:		TRAVELERS CASUALTY AND SURETY	
No. 15	Λ A	Surety Salary Employee xx Commission	Seal
/ W P	100	By Jasoph I Mance	
City Attorney		Attorney-in-Pact Joseph L.	Vigna
This certifies that I have been	duly licensed as an	agent for the above company in Wisconsi	n under
		<u>13</u> , and appointed as attorney-in-fained which power of attorney has not been rev	
June 20, 2013		Janal I Visia	
Date		Agent losewh L. Vissa	



POWER OF ATTORNEY

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

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

Attorney-In Fact No.

219817

Certificate No. 005449918

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

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

of the City of	Brookfield		, State o	of Wis	consin	, tl	heir true and lawful	Attorney(s)-in-Fact,
each in their separ- other writings obli	igatory in the nat		ed above, to sign, alf of the Compar	execute, seal and a	ss of guaranteein	and all bonds, reco	gnizances, conditio ersons, guaranteeing	onal undertakings and g the performance of
IN WITNESS WI day ofApril	HEREOF, the Co	ompanies have cause 2013	ed this instrumen	t to be signed and	their corporate sea	als to be hereto aff	ixed, this	15th
		.			~. *		~	
		Farmington Casua Fidelity and Guara		omnany		•	urance Company nd Surety Compan	ıv
		Fidelity and Guara St. Paul Fire and M St. Paul Guardian	anty Insurance U Marine Insuranc	Inderwriters, Inc. e Company	Trav	velers Casualty ar	nd Surety Company and Guaranty Co	y of America
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State of Connectice City of Hartford ss					Ву:	Robert L. Rane	y, Senior Vice Presiden	nt
Fire and Marine In Casualty and Suret	da President of Farm Isurance Compan Ty Company of A	y, St. Paul Guardian	Insurance Comp States Fidelity ar	and Guaranty Insur any, St. Paul Merc nd Guaranty Comp	rance Company, Foury Insurance Contany, and that he,	idelity and Guaran mpany, Travelers C as such, being autl	ty Insurance Under Casualty and Surety	nowledged himself to writers, Inc., St. Paul Company, Travelers ecuted the foregoing
In Witness Where My Commission ex	*	t my hand and offici ay of June, 2016.	ial seal.	TETRE TARKE WELLO *		Man	ic C. J.	theault ry Public

58440-8-12 Printed in U.S.A.

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June



















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

SECTION J: PREVAILING WAGE RATES

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PREVAILING WAGE RATE DETERMINATION

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

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 AGE	NCY: CITY OF MADISON-ENGINEERING
CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: over 10 hours per day on prevailing wage projects over 40 hours per calendar week Saturday and Sunday on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; The day before if January 1, July 4 or December 25 falls on a Saturday; The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

	SKILLED TRADES						
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$			
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47			
102	Boilermaker	31.09	24.52	55.61			
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36			
104	Cabinet Installer	30.16	15.31	45.47			
105	Carpenter	30.16	15.31	45.47			
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47			
107	Cement Finisher	31.48	13.19	44.67			
108	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			

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	32.01	16.85	48.86
121	Metal 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	32.01	17.35	49.36

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.

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	1 490 0 01 20
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
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	HOURLY	HOURLY	Page 7 of .
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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 LA	NDSCAPING W	ORK	

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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.	35.12	18.46	53.58

Future Increase(s):
Add \$1/hr on 6/2/2013.

Premium Increase(s):
Add \$.50/hr or >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.

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

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.54	13.85	31.39
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.53	13.89	39.42
303	Landscaper	26.92	12.51	39.43

Detem	nination No. 201300080			Page 12 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32
	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
<u> </u>	TRADE ON OCCOPATION	OF PAY \$	BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	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
	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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31,89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

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

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<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$	
301	Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.35	13.90	42.25	
302	Asbestos Abatement Worker	18.00	0.00	18.00	
303	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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Ove 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 r	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	34.72	19.90	54.62

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.

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

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	\$	\$	\$
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				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00	
105	Carpenter	30.16	15.31	45.47	
107	Cement Finisher	31.48	15.68	47.16	
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74	
111	Fence Erector	22.50	3.98	26.48	
116	Ironworker	30.90	19.11	50.01	
118	Line Constructor (Electrical)	37.05	16.94	53.99	
124	Painter	24.80	14.78	39.58	
125	Pavement Marking Operator	28.10	15.00	43.10	
126	Piledriver	30.66	15.31	45.97	
133	Roofer or Waterproofer	30.40	2.23	32.63	
137	Teledata Technician or Installer	21.26	11.75	33.01	
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86	
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24	
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65	

Landscaper

Railroad Track Laborer

Flagperson or Traffic Control Person

Fiber Optic Laborer (Outside, Other Than Concrete Encased)

303

304

311

314

	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	17.00	0.00	17.00
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	27.20	13.37	40.57

18.25

17.33

17.81

23.41

1.11

15.53

12.22

6.91

19.36

32.86

30.03

30.32

HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over: Caisson Rig: Crane, Tower Crane, Portable Tower, Pedestal Tower	34.72	19.90	54.62

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.

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete 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 Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.	33.96	19.90	53.86

this night work premium at: http://roadwaystandards.dot.

wi.gov/hcci/labor-wages-eeo/index.shtm.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	ragozroizo
CODE		BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	3 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 WO	PRK		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed 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

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

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

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
315	Final Construction Clean-Up Worker	15.00	0.00	15.00
	HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONST	RUCTION		
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, 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
	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