# RUSH

Contract Routing Form

ROUTING: Urgent Rush \_\_\_\_\_\_ printed on: 05/23/2013

Contract between:

Raymond P. Cattell, Inc.

and Dept. or Division:

Engineering Division

Name/Phone Number:

Project: MPD Training Center Parking Lot Expansion - Phase 2

Contract No.: 7034

File No.: 30044

Enactment No.:

RES 13-00409 Dollar Amount; 173,786.50

Enactment Date: 05/22/2013

(Please DATE before routing)

City Clerk         5/24 13   5/24 13         Director of Civil Rights         5/24 13   5/24/13   5/24/13   5/24/13   5/24/13   5/24/13   5/24/2013	Signatures Required		Date Received	Date Signed
Risk Manager   5-24-13   5/24/13 KR3  Finance Director   5-24-13   5-24/13 KR3  City Attorney # 741   5/24/2013   5/24/2013   AW	City Clerk		5/24/12	1 5/24/13
Risk Manager   5-24-13   5/24/13 KR3  Finance Director   5-24-13   5-24/13 KR3  City Attorney # 741   5/24/2013   5 24 2013 M	Director of Civil Rights		5/24/13	1 5/24/13 MDC.
Finance Director   5-24/3   5-24B fw  City Attorney # 741   5/24/2013   5 24 2013   AU	Risk Manager		5-24-13	} /
	Finance Director		5-24,13	1 5-24B h
	City Attorney	# 741	5/24/2012	5/24/2013 PAV
	Mayor		, ,	

Please return signed Contracts to the City Clerk's Office Po# 815 3 7034 Room 103, City-County Building for filing.

Original + 2

Copies

05/23/2013 15:28:05 enjls - Randy Weisner, 267-8679

RUSH

RUSH

Problem - Hold Prev Wage: AA/ Agency / No Contract Value: See A DOVE

AA Plan: <u>WWW. Jule Ol</u> Amendment / Addendum #\_

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

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Awarding Public

Works Contract No.

7034, MPD Training

Center Parking Lot Expansion - Phase

2.

File #:

30044 Version: 1

Name:

Passed

Type:

Resolution

Status:

**BOARD OF PUBLIC** 

File created:

5/1/2013

In control:

WORKS

On agenda:

5/21/2013

Final action:

5/21/2013

Enactment date:

5/22/2013

Enactment #:

RES-13-00409

Title:

Awarding Public Works Contract No. 7034, MPD Training Center Parking Lot

Expansion - Phase 2.

Sponsors:

BOARD OF PUBLIC WORKS

Attachments:

1. Contract 7034.pdf

History (3)

Text

#### **Fiscal Note**

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

#### Title

Awarding Public Works Contract No. 7034, MPD Training Center Parking Lot Expansion - Phase 2. **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. 7034) for itemization of bids.

CONTRACT NO. 7034 MPD TRAINING CENTER PARKING LOT EXPANSION – PHASE 2

RAYMOND P. CATTELL, INC. \$173,786.50

Acct. No. CB71-58201-810642-00-53W1439

Contingency 8%±

\$173,786.50

13,903.50

**GRAND TOTAL** 

\$187,690.00

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

Friday, May 17, 2013

HODEL, HEIDI M BELLEVILLE WI Year of Birth: 1968 Status: Active

License Number: 2380521

NPN\*\*: 6529519

Effective Date: 10-07-1999 Expiration Date: 08-31-2013

License Type: Resident Intermediary Indv

CE Compliance: 08-31-2013

#### **Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Property	Resident	10-07-1999	Active
Casualty	Resident	10-07-1999	Active

#### **Appointments and Terminations**

	lification e/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
American and Foreign Insurance Company	CAS/Inactive PROP/Inactive	11-21-2002 11-21-2002	02-10-2005 02-07-2005	Canceled Canceled
American Automobile Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
American Casualty Company of Reading, Pennsylvania	CAS/Active CAS/Inactive PROP/Active PROP/Inactive	01-09-2004 05-17-2000 01-09-2004 05-17-2000	07-25-2002 07-25-2002	Inadequate Production Inadequate Production
American Fire and Casualty Company	CAS/Active PROP/Active	11-04-1999 11-04-1999		
American Guarantee and Liability Insurance Company	CAS/Active PROP/Active	10-28-1999 10-28-1999		
American Insurance Company, The	CAS/Active PROP/Active	10-26-1999 10-26-1999		
American States Insurance Company	CAS/Active PROP/Active	09-27-2008 09-27-2008		

American Zurich Insurance Company	CAS/Active PROP/Active	10-28-1999 10-28-1999		
Arrowood Indemnity Company	CAS/Inactive	11-21-2002	09-07-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-21-2002	09-07-2007	Vol. Surrender per Agent Rqst
Artisan and Truckers	CAS/Active	01-15-2008		
Casualty Company	PROP/Active	01-15-2008		
Associated	CAS/Active	10-26-1999		
Indemnity Corporation	PROP/Active	10-26-1999		
Automobile	CAS/Inactive	06-14-2001	12-05-2009	Canceled
Insurance Company of Hartford, Connecticut, The	PROP/Inactive	06-14-2001	12-05-2009	Canceled
Berkley Regional	CAS/Active	04-22-2005		
Insurance Company	PROP/Active	04-22-2005		
Capitol Indemnity	CAS/Active	10-29-1999		
Corporation	PROP/Active	10-29-1999		
Charter Oak Fire	CAS/Active	11-24-1999		
Insurance Company, The	PROP/Active	11-24-1999		
Chubb Indemnity	CAS/Active	11-23-1999		
Insurance Company	PROP/Active	11-23-1999		
Chubb National	CAS/Active	01-04-2005		
Insurance Company	PROP/Active	01-04-2005		
Connecticut	CAS/Inactive	01-12-2000	02-10-2005	Canceled
Indemnity Company, The	PROP/Inactive	01-12-2000	02-10-2005	Canceled
Consolidated	CAS/Active	10-18-2002		
Insurance Company	PROP/Active	10-18-2002		
Continental Casualty	CAS/Active	01-09-2004		
Company	CAS/Inactive	05-17-2000	12-27-2001	Inadequate Production
	PROP/Active	01-09-2004		
**************************************	PROP/Inactive	05-17-2000	12-27-2001	Inadequate Production
Continental	CAS/Active	02-24-2006		
Insurance Company, The	PROP/Active	02-24-2006		
Economy Fire &	CAS/Inactive	10-26-1999	11-03-2003	Inadequate Production
Casualty Company	PROP/Inactive	10-26-1999	11-03-2003	Inadequate Production

Economy Preferred Insurance Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	11-03-2003 11-03-2003	Inadequate Production Inadequate Production
Emcasco Insurance Company	CAS/Active PROP/Active	11-01-1999 11-01-1999		
Employers Assurance Company	CAS/Active	02-11-2008		
Employers Insurance Company of Wausau	CAS/Inactive PROP/Inactive	09-03-2003 09-03-2003	07-12-2011 07-12-2011	Canceled Canceled
Employers Mutual Casualty Company	CAS/Active PROP/Active	11-01-1999 11-01-1999		
Employers Preferred Insurance Company	CAS/Active	02-11-2008		
Executive Risk Indemnity Inc.	CAS/Active PROP/Active	06-27-2000 06-27-2000		
Fairmont Specialty Insurance Company	CAS/Inactive PROP/Inactive	09-25-2003 09-25-2003	08-05-2005 08-05-2005	Inadequate Production Inadequate Production
Federal Insurance Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
Fidelity and Guaranty Insurance Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	12-05-2009 12-05-2009	Canceled Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	12-05-2009 12-05-2009	Canceled Canceled
Fire and Casualty Insurance Company of Connecticut, The	CAS/Inactive PROP/Inactive	01-12-2000 01-12-2000	02-10-2005 02-10-2005	Canceled Canceled
Fireman's Fund Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
First Liberty Insurance Corporation, The	CAS/Inactive PROP/Inactive	01-22-2009 01-22-2009	07-12-2011 07-12-2011	Canceled Canceled
First National Insurance Company of America	CAS/Active PROP/Active	09-27-2008 09-27-2008		
General Casualty Company of Wisconsin	CAS/Active PROP/Active	10-28-1999 10-28-1999		
General Insurance Company of America	CAS/Active PROP/Active	09-27-2008 09-27-2008		
1				i i

Globe Indemnity CAS/Inactive 11-21-20 Company PROP/Inactive 11-21-20	
1 / TROT/ITIACTIVE II ZI ZO	02 02-07-2005 Canceled
Great Northern CAS/Active 11-23-19 Insurance Company PROP/Active 11-23-19	
Hallmark National CAS/Inactive 07-26-20 Insurance Company PROP/Inactive 07-26-20	
Hartford Fire CAS/Inactive 01-12-20 Insurance Company PROP/Inactive 01-12-20	
Hartford Insurance CAS/Inactive 01-12-20 Company of the Midwest CAS/Inactive 01-12-20 PROP/Inactive 01-12-20 PROP/	
Hartford CAS/Inactive 01-12-20 Underwriters PROP/Inactive 01-12-20 Insurance Company	
Hawkeye-Security CAS/Active 10-18-20 Insurance Company PROP/Active 10-18-20	
Illinois National CAS/Active 12-14-19 Insurance Company PROP/Active 12-14-19	
Indiana Insurance CAS/Active 10-18-20 Company PROP/Active 10-18-20	
Liberty Insurance CAS/Inactive 01-22-200 Corporation PROP/Inactive 01-22-200	
Liberty Mutual Fire CAS/Inactive 03-13-200 Insurance Company PROP/Inactive 03-13-200	
Liberty Mutual CAS/Active 12-20-20: Insurance Company CAS/Inactive 01-22-20: PROP/Inactive 01-22-20:	09 07-12-2011 Canceled
LM Insurance CAS/Inactive 01-22-200 Corporation PROP/Inactive 01-22-200	
Markel American CAS/Inactive 01-08-200 Insurance Company PROP/Inactive 01-08-200	
Markel Insurance CAS/Inactive 03-31-200 Company PROP/Inactive 03-31-200	
Meridian Mutual CAS/Inactive 11-04-199 Insurance Company PROP/Inactive 11-04-199	
Meridian Security CAS/Inactive 07-26-200 Insurance Company PROP/Inactive 07-26-200	
1 / 1 (O) / 1 (det ve o) 20 20 (	

Company of Connecticut				
National Fire Insurance Company of Hartford	CAS/Active CAS/Inactive PROP/Active	01-09-2004 05-17-2000 01-09-2004	07-25-2002	Inadequate Production
TO THE PROPERTY OF THE PROPERT	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
National Surety Corporation	CAS/Active PROP/Active	10-26-1999 10-26-1999		
Netherlands Insurance Company, The	CAS/Active PROP/Active	10-18-2002 10-18-2002		
New Hampshire Insurance Company	CAS/Active PROP/Active	12-14-1999 12-14-1999	Shrean	
Ohio Casualty Insurance Company, The	CAS/Active PROP/Active	11-04-1999 11-04-1999		
Ohio Security Insurance Company	CAS/Active PROP/Active	02-27-2007 02-27-2007		
Pacific Indemnity Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
Pacific Star Insurance Company	CAS/Inactive	10-26-1999	04-27-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-26-1999	04-27-2001	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Active PROP/Active	06-28-2004 06-28-2004		
Peerless Insurance Company	CAS/Active PROP/Active	10-18-2002 10-18-2002		
Phoenix Insurance Company, The	CAS/Active PROP/Active	11-24-1999 11-24-1999		
ProAssurance Casualty Company	CAS/Active	11-22-2011		
ProAssurance Wisconsin Insurance Company	CAS/Inactive PROP/Inactive	08-07-2002 08-07-2002	12-31-2011 12-31-2011	Canceled Canceled
Progressive Northern Insurance Company	CAS/Active PROP/Active	12-15-1999 12-15-1999		
Regent Insurance Company	CAS/Active PROP/Active	10-28-1999 10-28-1999		

Republic-Franklin Insurance Company	CAS/Active PROP/Active	07-14-2008 07-14-2008		
Royal Insurance Company of America	CAS/Inactive PROP/Inactive	11-21-2002 11-21-2002	02-08-2005 02-07-2005	Canceled Canceled
SAFECO Insurance Company of America	CAS/Active PROP/Active	09-27-2008 09-27-2008		
SAFECO Insurance Company of Illinois	CAS/Active PROP/Active	09-27-2008 09-27-2008		
Safeguard Insurance Company	CAS/Inactive PROP/Inactive	11-21-2002 11-21-2002	02-10-2005 02-10-2005	Canceled Canceled
Seaboard Surety Company	CAS/Inactive PROP/Inactive	10-26-1999 10-26-1999	02-17-2009 02-17-2009	Canceled Canceled
SECURA INSURANCE, A Mutual Company	CAS/Inactive PROP/Inactive	10-28-1999 10-28-1999	11-01-2011 11-01-2011	Canceled Canceled
SECURA Supreme Insurance Company	CAS/Inactive PROP/Inactive	10-28-1999 10-28-1999	11-01-2011 11-01-2011	Canceled Canceled
Security Insurance Company of Hartford	CAS/Inactive	01-12-2000	09-07-2007	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-12-2000	09-07-2007	Vol. Surrender per Agent Rqst
SOCIETY INSURANCE, a mutual company	CAS/Active PROP/Active	10-28-1999 10-28-1999		
St. Paul Fire and Casualty Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Fire and Marine Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Guardian Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Mercury Insurance Company	CAS/Active PROP/Active	10-26-1999 10-26-1999		
St. Paul Protective Insurance Company	CAS/Inactive	10-26-1999	04-21-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-26-1999	04-21-2003	Vol. Surrender per Agent Rqst
State Auto Insurance	CAS/Inactive	07-26-2001	02-23-2004	Canceled
Company of Wisconsin	PROP/Inactive	07-26-2001	02-23-2004	Canceled

•				
State Auto Property and Casualty	CAS/Inactive PROP/Inactive	07-26-2001 07-26-2001	02-23-2004 02-23-2004	Canceled Canceled
Insurance Company	Titotymactive	0, 20 2001	02 20 200 1	Garroorda
State Automobile	CAS/Inactive	11-04-1999	02-23-2004	Canceled
Mutual Insurance	PROP/Inactive	11-04-1999	02-23-2004	Canceled
Company	11(01/21/001/10			2
Transcontinental	CAS/Inactive	01-09-2004	01-14-2008	Canceled
Insurance Company	CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
	PROP/Inactive	01-09-2004	01-14-2008	Canceled
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
<u> </u>	·	01 00 2004		•
Transportation Insurance Company	CAS/Active	01-09-2004	07.25.2002	Tue de acceta Dua decation
Thisarance Company	CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
	PROP/Active	01-09-2004	07 25 2002	To a de assales Dua desations
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
Travelers Casualty	CAS/Active	06-02-2000		
and Surety Company	PROP/Active	06-02-2000		
Travelers Casualty	CAS/Active	09-23-2010		
and Surety Company	PROP/Active	09-23-2010		
of America				
Travelers Casualty	CAS/Active	10-11-2007		
Insurance Company	PROP/Active	10-11-2007		
of America	•			
Travelers	CAS/Inactive	06-14-2001	12-05-2009	Canceled
Commercial	PROP/Inactive	06-14-2001	12-05-2009	Canceled
Insurance Company				
Travelers	CAS/Inactive	10-26-1999	12-11-2003	Vol. Surrender per
Constitution State				Agent Rqst
Insurance Company	PROP/Inactive	10-26-1999	12-11-2003	Vol. Surrender per
				Agent Rqst
Travelers Home and	CAS/Active	07-25-2007		
Marine Insurance	PROP/Active	07-25-2007		
Company, The				
Travelers Indemnity	CAS/Active	11-24-1999		
Company of America, The	PROP/Active	11-24-1999		
Travelers Indemnity	CAS/Active	11-24-1999		
Company of Connecticut, The	PROP/Active	11-24-1999		
Travelers Indemnity	CAS/Active	11-24-1999		
Company, The	PROP/Active	11-24-1999		
Travelers Property	CAS/Active	11-24-1999		
Casualty Company of	PROP/Active	11-24-1999		
America				

Twin City Fire	CAS/Inactive	01-12-2000	10-05-2009	Canceled
Insurance Company	PROP/Inactive	01-12-2000	10-05-2009	Canceled
United States Fidelity	CAS/Inactive	10-26-1999	12-05-2009	Canceled
and Guaranty Company	PROP/Inactive	10-26-1999	12-05-2009	Canceled
United Wisconsin	CAS/Inactive	11-15-1999	08-20-2010	Canceled
Insurance Company	PROP/Inactive	11-15-1999	08-03-2006	Canceled
Utica Mutual	CAS/Active	08-17-2000		
Insurance Company	PROP/Active	08-17-2000		
Valley Forge	CAS/Active	01-09-2004		
Insurance Company	CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
	PROP/Active	01-09-2004	0, 20 2002	madquato i roduction
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
Venture Insurance	CAS/Inactive	10-28-1999	01-04-2006	Canceled
Company	PROP/Inactive	10-28-1999	01-04-2006	Canceled
Visilant Ingueras	•			
Vigilant Insurance Company	CAS/Active PROP/Active	11-23-1999 11-23-1999		
	·			
Wausau Business	CAS/Inactive	09-03-2003	07-12-2011	Canceled
Insurance Company	PROP/Inactive	09-03-2003	07-12-2011	Canceled
Wausau General	CAS/Inactive	09-03-2003	07-12-2011	Canceled
Insurance Company	PROP/Inactive	09-03-2003	07-12-2011	Canceled
Wausau Underwriters	CAS/Inactive	09-03-2003	07-12-2011	Canceled
Insurance Company	PROP/Inactive	09-03-2003	07-12-2011	Canceled
West American	CAS/Active	11-04-1999		
Insurance Company	PROP/Active	11-04-1999		
Woot Bond Mutual	•			
West Bend Mutual Insurance Company	CAS/Active PROP/Active	10-28-1999 10-28-1999		
	•			
Western Surety Company	CAS/Active	10-19-2010		
Zurich American	CAS/Active	10-28-1999		
Insurance Company	PROP/Active	10-28-1999		
Zurich American	CAS/Active	10-28-1999		
Insurance Company	PROP/Active	10-28-1999		
of Illinois				

<sup>\*</sup> Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

<sup>\*\*</sup> NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

BID OF RAYMOND P. CATTELL INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

**FOR** 

MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2

**CONTRACT NO. 7034** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MAY 21, 2013

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

https://bidexpress.com/login

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SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING	
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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

#### 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:	MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2
7034	7034
SBE GOAL	9%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	April 19, 2013
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	April 19, 2013
BID SUBMISSION (1:00 P.M.)	April 26, 2013
BID OPEN (1:30 P.M.)	April 26, 2013
PUBLISHED IN WSJ	4/12/13 & 4/19/13

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

PRE BID WALK-THROUGH: Bidding contractors are invited to see the project site on their own any time prior to the bid due date. All questions regarding this contract should be directed to the Project Manager as noted in the Special Provisions.

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

#### **SECTION 102.4 PROPOSAL**

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (<a href="www.bidexpress.com">www.bidexpress.com</a>). 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.

04/12/2013-7034specs.doc A-2

#### **PREVAILING WAGE RATES**

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

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

Bui	ldin	ng Demolition			
101		Asbestos Removal	110		Building Demolition
120		] House Mover			~
<u>Stre</u>	<u>eet,</u>	Utility and Site Construction			
201	$\boxtimes$	Asphalt Paving	280		Sewer Lateral Drain Cleaning/Internal TV Insp.
205		Blasting			Sewer Lining
210		Boring/Pipe Jacking	290		Sewer Pipe Bursting
215		Concrete Paving			Soil Borings
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work			Soil Nailing
221		Concrete Bases and Other Concrete Work			Storm & Sanitary Sewer Laterals & Water Svc.
225		Dredging	310		Street Construction
230		Fencing			Street Lighting
235		Fiber Optic Cable/Conduit Installation			Tennis Court Resurfacing
240		Grading and Earthwork			Traffic Signals
241		Horizontal Saw Cutting of Sidewalk			Traffic Signing & Marking
242	П	Infrared Seamless Patching	020		Trains Signing & Marking
245		Landscaping, Maintenance			
250		Landscaping, Maintenance	332	П	Tree pruning/removal
251	H	Parking Ramp Maintenance			Tree, pesticide treatment of
255	H	Pavement Sealcoating and Crack Sealing			
260	H	Petroleum Above/Below Ground Storank Tank Removal/Install	333	· L	Trucking
265		Retaining Walls, Precast Modular Units	240		Hillie Tananata in Line to to be the North and
			340	ш	Utility Transmission Lines including Natural
270	Ш	Retaining Walls, Reinforced Concrete			Gas, Electrical & Communications
275		Sanitary, Storm Sewer and Water Main Construction	000	$\overline{}$	0.11
			399	Ш	Other
Brid	a0	Construction			
DIIU	烁	<u>Construction</u>			
501	ш	Bridge Construction and/or Repair			
Buil	din	g Construction			
401			405	г	Management Treatement and the second
401	ш	Floor Covering (including carpet, ceramic tile			Masonry/Tuck pointing
400	$\overline{}$	installation, rubber, VCT			Metals
402		Building Automation Systems	440	닐	Painting and Wallcovering
403		Concrete			Plumbing
404		Doors and Windows			Pump Repair
405	님	Electrical - Power, Lighting & Communications			Pump Systems
410		Elevator - Lifts			Roofing and Moisture Protection
412	닏	Fire Suppression			Solar Photovoltaic/Hot Water Systems
413	닏	Furnishings - Furniture and Window Treatments			Soil/Groundwater Remediation
415	$\sqcup$	General Building Construction, Equal or Less than \$250,000			Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing	480		Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal			Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499		Other
433		Insulation - Thermal			
<u> </u>					
	<u>∋ ot</u>	f Wisconsin Certifications			
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet ar	nd close	er to	inhabited buildings for quarries, open pits and
		road cuts.			
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet ar	nd close	er to	inhabited buildings for trenches, site
		excavations, basements, underwater demolition, underground e			
3		Class 7 Blaster - Blasting Operations and Activities for structure	s great	er th	an 15 ' in height, bridges, towers, and any of
		the objects or purposes listed as "Class 5 Blaster or Class 6 Bla			, , , ,
4		Petroleum Above/Below Ground Storage Tank Removal and Ins	tallatio	n (A	ttach copies of State Certifications.)
5		Hazardous Material Removal (Contractor to be certified for asbe	stos ar	nd Ìe	ad abatement per the Wisconsin Department
		of Health Services, Asbestos and Lead Section (A&LS).) See the			
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance	ormano	e of	Asbestos Abatement Certificate must be
		attached.	211114116		, issued to a season of the se
6	$\Box$	Certification number as a Certified Arborist or Certified Tree Wor	rker ac	adm	ninistered by the International Society of
-		Arboriculture	noi us	uuil	mactored by the international oblicty of
7	П	Pesticide application (Certification for Commercial Applicator Fo	r Hire v	vith t	the certification in the category of truf and
•		landscape (3.0) and possess a current license issued by the DA		*1L  4	and definition in the category of turn and
8		Other	,		
9		Other			

	•		
			•
• .	•		

#### **SECTION B: PROPOSAL**

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

		4

### Section B: Proposal Page

More

ltem Code	Description	Quantity	Units	Fixed	Unit Price
			,		
10911.0	MOBILIZATION	1.0000	LUMP SUM	No	
20101.0	EXCAVATION CUT	1,855.0000	CY	No	
20219.0	BREAKER RUN	1,450.0000	TONS	No	
20303.0	SAWCUT BITUMINOUS PAVEMENT	155.0000	LF	No	
20322.0	REMOVE CONCRETE CURB & GUTTER	75.0000	LF	No	•
20323.0	REMOVE CONCRETE SIDEWALK	175.0000	SF	No	radiate in contrast of
20703.0	TEMPORARY SEEDING	250,0000	SY	No	•
21002.0	EROSION CONTROL INSPECTION	12.0000	EACH	No	
21013.0	STREET SWEEPING	5.0000	EACH	No	and a second of
21101.0	REMOVE AND REPLACE MAILBOX, INCLUDES TEMPORARY RELOCATION	1.0000	LUMP SUM	No	
30203.0	TYPE "X" (Ribbon Curb) CONCRETE CURB & GUTTER, SEE DETAILS	380.0000	LF	No	
30204.0	TYPE "D" CONCRETE CURB & GUTTER, SEE DETAILS	225,0000	LF	No	
30301,0	5" CONCRETE SIDEWALK	345.0000	SF	No	•
40102.0	CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3	1,800.0000	TONS	No	
40202.0	HMA PAVEMENT, TYPE E-1	1,335.0000	TONS	No	
40211.0	TACK COAT	255,0000	GAL	No	
60261.0	ELECTRICAL TRENCH	70.0000	LF	No	

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ltem Code	Description	Quantity	Units	Fixed	Unit Price
90001.0	SILT FENCE - MAINTAIN	1.0000	LUMP SUM	No	
90002.0	CONSTRUCTION SURVEYING	1.0000	LUMP SUM	No	
90003.0	ROLL TEST	1.0000	LUMP SUM	No	
90004.0	MEDIA TREATMENT DEVICE	1.0000	LUMP SUM	No	
90005.0	PAVEMENT MARKING (PAINT)	1.0000	LUMP SUM	No	
90006.0	PARKING LOT SIGNAGE	1.0000	LUMP SUM	No	

GRAND TOTAL	\$	
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			•	
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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

04/12/2013-7034specs.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 <u>ad hoc</u> 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.

04/12/2013-7034specs.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 <a href="https://www.cityofmadison.com/dcr/aaTBDir.cfm">www.cityofmadison.com/dcr/aaTBDir.cfm</a>.

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 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.

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### **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
Name	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
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	%.	

### **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:
Telep	phone Number:
Cont	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?
4.	Is the General Contractor pre-qualified to self-perform this category of work?
	☐ Yes ☐ No

reque	responded "Yes" to Question 3, please check the items below which apply and provide the sted 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.
Describ	be any other good faith efforts:

### SECTION D: SPECIAL PROVISIONS

# MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2 CONTRACT NO. 7034

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

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

## SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

	Building and Heavy Construction
	Sewer, Water, and Tunnel Construction
$\boxtimes$	Local Street and Miscellaneous Paving Operations
	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 the contract completely prior to <u>May 21, 2013</u>. No exceptions or extensions to the above date will be permitted.

## ARTICLE 104: SCOPE OF WORK

This contract is the second and final phase of a parking lot expansion project. Work shall include but not be limited to the following:

- Removal of existing asphalt, base, sub soil, and installing new sub base, and base material in the disturbed area
- Remove and replace existing concrete curb and sidewalk
- Install new curb or curb and gutter as noted on the plans
- Install new 5" concrete sidewalk as noted on the plans
- Install a media treatment device for storm water management
- Install new asphalt over the Phase 1 expansion area and the Phase 2 existing parking area
- Install new parking lot striping and signage as indicated on the plans

The scope of work includes the furnishing of all labor, materials, equipment, tools, and services; and includes all costs of permits (except as indicated in these special provisions) and any other costs whatsoever which may be required for the installation of all components as specified in plans, details, and these special provisions.

Unless specifically noted in the plans and specifications as work done by owner or materials furnished by owner the contractor shall assume the responsibilities of work and materials for this contract. The Contractor shall furnish any apparatus, appliance, material, or labor that may be necessary to complete the work, in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed. The Contractor shall also coordinate work being done by others into the contract schedule. This includes but is not limited to work being done by other City agencies.

#### SECTION 104.1 LANDS FOR WORK

All lands for work shall be located at 5702 Femrite Drive, also known as the Madison Police Department Training Center. The project limits are identified on sheet 2 of the plan set. The construction limits for this contract are any reasonable work space requirements needed for the work being performed with the following restrictions:

- 1. All work shall be on parcel 0710-233-0107-2.
- Existing vegetation, trees, fencing, and other landscape items etc shall not be trimmed or removed during the execution of this contract unless designated on the demolition plan for removal or relocation.

## 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 CONTRACTOR

The Contractor shall coordinate with the City Project Manager and Traffic Engineering Field Supervisor for the scheduling and installation of conduit, hand holes, concrete base, light pole, and other related work associated with the existing parking lot light electrical service line and the installation of the center parking lot light pole.

The Contractor shall be responsible for all trenches, and providing/placing backfill associated with the existing wiring being disturbed and any new wiring being installed. Electrical trenches shall be constructed per the standard specifications.

Traffic Engineering shall be responsible installing all conduit, hand holes, rebar, anchor bolts, base plate, wire, weatherproof outlet, light pole, and light. Traffic Engineering shall also be responsible for obtaining the required electrical permits and electrical inspections.

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## SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be allowed to grade, excavate, store materials or equipment within the reasonable limits needed for the execution of this contract. The Contractor shall be responsible for the restoration of all disturbed areas to original condition and shall ensure that all existing structures, landscape features, etc are protected. Any damage shall be restored/replaced by the Contractor at his/her own expense to the original pre-contract state as designated by the City Project Manager.

## SECTION 107.6 DUST PROOFING

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

## SECTION 107.7 BARRICADES, WARNING SIGNS, AND FLAGGING

The Contractor shall provide, install, and maintain orange traffic barrels, construction warning tape or other approved warning devices as needed to control access to the property during the execution of this contract. Warning devices shall be placed in or across the concrete driveway aprons. Such warning devices shall be incidental to Bid Item 10911 – Mobilization.

## SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is executed and the start work letter is received. The contract shall be completed within **THIRTY (30) WORKING DAYS** of the start work letter. It is anticipated by the City that work will start on or about June 3, 2013.

#### SECTION 210.1(a) EROSION CONTROL IMPLEMENTATION PLAN

An Erosion Control Implementation Plan is not required for this project. Existing Phase 1 silt fence was left in place in anticipation of this phase 2 contract. The City Project Manager shall apply for and secure a City of Madison Erosion Control Permit for this project in advance of the anticipated start work date. The contractor shall be responsible for inspecting (Bid Item 21002), reporting, and correcting deficiencies to the Erosion Control Permit as required by the City Standard Specifications (weekly inspections and inspections after a ½" rainfall event).

#### SECTION 403.6 ASPHALT LOWER LAYER

The hot mix asphalt lower layer shall be a 2.25 inches of Type E-1 asphalt with a nominal aggregate size of 19mm.

## SECTION 403.7 ASPHALT UPPER LAYER

The hot mix asphalt upper layer shall be a 2.00 inches of Type E-1 asphalt with a nominal aggregate size of 12.5mm.

## STANDARD BID ITEMS

#### **BID ITEM 20101 – EXCAVATION CUT**

**DESCRIPTION:** Excavation Cut for this contract shall include the removal of all existing asphalt pavement, the removal of all existing base material, and the removal of all undisturbed soils below the existing asphalt being removed as designated on the demolition plan. Excavation cut shall be to the

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required design depth as indicated in the construction details. Incidental items associated with this bid item are the removal of landscape plants and topsoil associated with work identified on the demolition plan.

METHOD OF MEASUREMENT: Excavation Cut quantity in cubic yards is based on the total asphalt area being removed times the design depth.

BASIS OF PAYMENT: Excavation Cut shall be paid in full for the quantity specified.

### **BID ITEM 21101 - REMOVE AND REPLACE MAILBOX**

**DESCRIPTION:** The existing mailbox shall be removed from its current location to a temporary location and installed by a method approved by the United States Postal Service. Upon completion of paving operations the mailbox will then be re-installed to its new location as indicated on the plans.

**METHOD OF MEASUREMENT:** Remove and Replace Mailbox shall be measured as a Lump Sum for one (1) mail box within the construction limits.

BASIS OF PAYMENT: Remove and Replace Mailbox shall be paid at the contract price for the work as described and measured above including all work, materials, labor and incidentals.

### BID ITEM 30203 - TYPE "X" (RIBBON CURB) CONCRETE CURB

**DESCRIPTION:** The Type "X" Ribbon Curb shall be constructed per the details in the plan set; all other specifications for concrete shall be as per the City Standard Specifications.

METHOD OF MEASUREMENT: Type "X" Ribbon Curb shall be measured in Linear Feet of completed curb.

BASIS OF PAYMENT: Type "X" Ribbon Curb shall be paid at the unit price for the total quantity placed including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

<u>Special Note:</u> Phase 1 excavation cut and base fill was completed to the back side of the ribbon curb. Removal of any base fill for the installation of the ribbon curb shall be incidental to this bid item. The contractor may disperse any clean base fill material within the overall limits of the parking lot.

## BID ITEM 30204 - TYPE "D" CONCRETE CURB & GUTTER

**DESCRIPTION:** The Type "D" Concrete Curb & Gutter shall be constructed per the details in the plan set; all other specifications for concrete shall be as per the City Standard Specifications.

**METHOD OF MEASUREMENT:** Type "D" Concrete Curb & Gutter shall be measured in Linear Feet of completed curb.

BASIS OF PAYMENT: Type "D" Concrete Curb & Gutter shall be paid at the unit price for the total quantity placed including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

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## **BID ITEM 60261 - ELECTRICAL TRENCH**

**DESCRIPTION:** The contractor shall provide electrical trenches for work to be done by City of Madison Traffic Engineering. Trenches shall be per Standard Specification and the instructions of TE Field Staff in the locations shown on the plans. Trenching includes augering of one (1)-20" diameter light pole base per the plans. Contractor shall be responsible for backfilling trenches and light pole base to standards. Traffic Engineering shall be responsible for the complete installation of light pole base, conduit and wiring. Contractor shall not back fill the trench until TE has completed a City Electrical Inspection.

**METHOD OF MEASUREMENT:** The Electrical Trench shall be measured by Linear Feet of trench. Trench length shall be measured prior to the contractor back filling the trench.

**BASIS OF PAYMENT:** The Electrical Trench shall be paid at the contract unit price for the total quantity of trench installed, including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

## NON STANDARD BID ITEMS

## BID ITEM 90001 - SILT FENCE - MAINTAIN EXISTING

**DESCRIPTION:** Approximately 350 linear feet of silt fence from Phase 1 of the parking lot expansion was left in place. The contractor for Phase 2 shall be responsible for maintaining the existing silt fence for the duration of this contract. This includes any replacement of sections as needed. Contractor shall ensure silt fence is in good working condition prior to project closeout.

**METHOD OF MEASUREMENT:** Silt Fence – Maintain Existing shall be measured as Lump Sum for the area designated on the plans as existing silt fence.

**BASIS OF PAYMENT:** Silt Fence – Maintain Existing shall be paid at the contract unit price after the City Project Manager has confirmed the specifications for this contract have been completed.

## **BID ITEM 90002 - CONSTRUCTION SURVEYING**

**DESCRIPTION:** City Engineering will provide six (6) control point locations for defining the alignment for the back of the ribbon curb (see plan). The contractor shall be responsible for all other required surveying and measuring including elevations and bench marks relating to existing elevations. Existing Phase 1 base is to finished asphalt elevation minus the 4.25 inch asphalt thickness. Phase 2 existing asphalt elevations shall also be new asphalt final elevations.

**METHOD OF MEASUREMENT:** Construction Surveying shall be measured Lump Sum for all areas within the contract limits.

**BASIS OF PAYMENT:** Construction Surveying shall be paid at the contract price and quantity upon completion of the contract. Construction surveying includes all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

#### **BID ITEM 90003 - ROLL TEST BASE MATERIAL**

**DESCRIPTION**: The contractor shall roll test the completed base material according to the City Standard Specifications. The contractor shall give the Field Engineer and Project Manager a minimum of two (2) working days notice before performing the test roll. The roll test shall be performed over the completed Phase 1 and Phase 2 compacted base course. The roll test shall generally be in a north/south direction,

additional east/west roll testing shall be done in the loading dock area and the northern most travel lane as directed by the Field Engineer.

**METHOD OF MEASUREMENT:** The roll test shall be measured Lump Sum for all areas as designated by the Field Engineer.

BASIS OF PAYMENT: The roll test shall be paid at the contract price and quantity of the completed test including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

## **BID ITEM 90004 - MEDIA TREATMENT DEVICE**

**DESCRIPTION:** The contractor shall install the Media Treatment Device for storm water management per the plan and detail. This bid item includes excavation, filter fabric, and 3" clear stone per the detail.

METHOD OF MEASUREMENT: The Media Treatment Device shall be measured Lump Sum installed.

**BASIS OF PAYMENT:** The Media treatment Device shall be paid at the contract price and quantity of the completed installation including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

## **BID ITEM 90005 - PAVEMENT MARKING (PAINT)**

**DESCRIPTION:** The contractor shall paint all striping, text, and symbols as indicated on the paint striping plan. All new pavement markings shall be high visibility traffic yellow paint. Existing striping and symbols shall also be repainted. All Handicap symbols shall look the same. At the contractors option he/she may use a stencil that matches the existing symbol or over paint the existing symbols black and then paint the new symbol.

METHOD OF MEASUREMENT: Pavement Marking (Paint) shall be measured Lump Sum installed.

BASIS OF PAYMENT: Pavement Marking (Paint) shall be paid at the contract price and quantity of the completed installation including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

#### **BID ITEM 90006 - PARKING LOT SIGNAGE**

**DESCRIPTION:** The contractor shall remove and relocate existing signage and provide new signage as indicated in the plans and details. All parking signage shall meet Federal MUTCD standards where required, match existing sizes, fonts and colors.

**METHOD OF MEASUREMENT:** Parking Lot Signage shall be measured as Lump Sum for the complete finished installation of all locations as shown on the construction plan.

**BASIS OF PAYMENT:** Parking Lot Signage shall be paid at the contract price and quantity of completed installation including all labor, equipment, materials, and incidentals required to complete the work per these specifications, plans and details.

## **POINT OF CONTACT**

The Project Manager for City Engineering, Facility Management for this contract is:

Randy Wiesner
PH: (608) 267-8679
Email: rswiesner@cityofmadison.com
210 Martin Luther King Jr Blvd
Room 115
Madison, WI 53703

## SECTION E: BIDDERS ACKNOWLEDGEMENT

## MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2 CONTRACT NO. 7034

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. (Electronic bids submittals shall acknowledge addendum under Section E and shall not
2.	acknowledge here) 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
3,	the calendar date stated in the Contract.  The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5.	hereby certify that all statements herein are made on behalf of (name of corporation) partnership, or person submitting bid) a corporation organized and existing under the laws of the State of a partnership consisting of; of the City of; an individual trading as;
	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	my A Symu- DRE
1	1800 C 1800
TITLE, IF	ANY
Sworn a	Public or other officer authorized to administer oaths) mission Expires (3/3)//4 shall not add any conditions or qualifying statements to this Proposal.  Date of Wisconditions of Public OF Wisconditions of Publ
1/12/2013-70	334specs,doo E-1

04/12/2013-7034specs.doo

#### 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

V

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

# MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2 CONTRACT NO. 7034

## 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: Kay word V. Lattell J. W.	
Address: 2401 Vandran Rd Wadren W1 5371	Ŕ
Telephone Number: しのリー スメントラリア Fax Number: (いろ・フィンユーラリヤ	) د
Contact Person/Title: Jun Igazwan	
Prime Bidder Certification	
1. James A. Spenen Treascool of	
Name V Title	
Ray mud & Tattell The certify that the information	
Company	
contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.	
James A Span	
Witness' Signature Bidder's Signature	
4/26/17	
Date	

# MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2 CONTRACT NO. 7034

## 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
Astle Trodang	Tricking- Cathe	S & & & & /2
ENC Twoking	Trading Tr. Co	unty 3.66 %
IR Construction I Law scape	Land sciping	0.83%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u> %07</u> %
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%_
		%
		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	1.47 %	

## Section B: Proposal Page

\$173,78 Item Code	6.50  Description	Quantity	y Units	Unit Pric	e Extension
10911.0	MOBILIZATION	1.0000	LUMP SUM	\$8,300.00	\$8,300.00
	EXCAVATION CUT BREAKER RUN	1,855.000 1,450.000	0CY	\$13.50 \$7.25	\$25,042.50 \$10,512.50
20303.0	SAWCUT BITUMINOUS PAVEMENT	155.0000	LF	\$2.00	\$310.00
	REMOVE CONCRETE CURB & GUTTER REMOVE CONCRETE SIDEWALK	75.0000 175.0000	LF SF	\$5.00 \$2.50	\$375.00 \$437.50
	TEMPORARY SEEDING	250.0000		\$3.00	\$750.00
	EROSION CONTROL INSPECTION	12.0000	EACH	\$50.00	\$600.00
	STREET SWEEPING REMOVE AND REPLACE MAILBOX, INCLUDES	5.0000	EACH LUMP	\$50.00	\$250.00
21101.0	TEMPORARY RELOCATION	1.0000	SUM	\$500.00	\$500.00
30203.0	TYPE "X" (Ribbon Curb) CONCRETE CURB & GUTTER, SEE DETAILS	380.0000	LF	\$16.30	\$6,194.00
30204.0	TYPE "D" CONCRETE CURB & GUTTER, SEE DETAILS	225.0000	LF	\$16.30	\$3,667.50
30301.0	5" CONCRETE SIDEWALK	345.0000	SF	\$4.00	\$1,380.00
40102.0	CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3	1,800.000	OTONS	\$7.25	\$13,050.00
	HMA PAVEMENT, TYPE E-1	1,335.000		\$58.00	\$77,430.00
	TACK COAT ELECTRICAL TRENCH	255.0000 70.0000	LF	\$2.50 \$10.00	\$637.50 \$700.00
90001.0	SILT FENCE - MAINTAIN	1.0000	LUMP SUM	\$700.00	\$700.00
90002.0	CONSTRUCTION SURVEYING	1.0000	LUMP SUM	\$1,250.00	\$1,250.00
90003.0	ROLL TEST	1.0000	LUMP SUM	\$500.00	\$500.00
90004.0	MEDIA TREATMENT DEVICE	1.0000	LUMP SUM	\$17,000.00	\$17,000.00
90005.0	PAVEMENT MARKING (PAINT)	1.0000	LUMP SUM	\$1,000.00	\$1,000.00
	PARKING LOT SIGNAGE	1.0000	LUMP SUM	\$3,200.00	\$3,200.00
23 Items					

23 Items

Total: \$173,786.50

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## Department of Public Works City Engineering Division

608 266 4751

Robert F. Phillips, P.E. City Engineer

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

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

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

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

Financial Officer Steven B. Danner-Rivers Hydrogeologist Bryon Bemis

# EIENNIAL BID BOND WERE

Raymond P. Cattell, Inc.

(a corporation of the State of Wisconsin

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

The Ohio Casualty Insurance Company

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

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

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

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

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

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

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

Raymond P. Cattell, Inc.  COMPANY NAME  AFFIX SEAL	12-20-22VL
By: SIGNATURE AND TITLE SURETY	-cayored
The Ohio Casualty Insurance Company  COMPANY NAME  AFFIX SEAL	December 14, 2011
By: <u>Aller Muller</u> SIGNATURE AND TITLE	,
This certifies that I have been duly licensed as an a 2513583 for the year 201 fact with authority to execute this bid bond, which	agent for the Surety in Wisconsin under License No. 1-2012 and appointed as attorney in power of attorney has not been revoked.
December 14, 2011	Eileen Miller
	M3, 3113 West Beltline Highway
	Madison, WI 53713 CITY, STATE AND ZIP CODE
	608-288-2876 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.

PRINCIPAL

# CERTIFICATE OF BIBNNIAL BIDEOND

TIME PERIOD - VALID (FROMITO)

February 1, 2012 to February 1, 2014

NAME OF SURETY

The Ohio Casualty Insurance Company

NAME OF CONTRACTOR

Raymond P. Cattell, Inc.

CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

December 14, 2011

DATE

# THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

CERTIFIED COPY OF POWER OF ATTORNEY THE OHIO CASUALTY INSURANCE COMPANY WEST AMERICAN INSURANCE COMPANY

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: Richard F. Kekula, Dale E. VanDaw, Kim Schwenn, Linda J. Portz, Bernadette L. McShane, Sue Kittleson, Heidi Hodel, Julie Zimmerman or Eileen Miller of Madison, Wisconsin its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 3rd day of February, 2011.





STATE OF OHIO, COUNTY OF BUTLER J. Timothy D'Errico, Assistant Secretary

On this 3rd day of February, 2011 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came J. Timothy D'Errico, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first



Cherif S. Gregory

Notary Public in and for County of Butler, State of Ohio My Commission expires August 5, 2012.

confirm the validity of this Power of Attorney call 13-867-3671 between 9:00 am and 4:30 pm EST on any business day.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and scaled as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21,

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date. IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this /4 de





Assistant Secretary

## **SECTION H: AGREEMENT**

THIS AGREEMENT made this Advance of 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 MAY 21, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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:

# MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2 CONTRACT NO. 7034

- 2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS AND FIFTY CENTS(\$173,786.50)</u> being the amount bid by such Contractor and which was awarded to him/her as provided by law.
- 4. Wage Rates for Employees of Public Works Contractors

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

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

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

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

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"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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## MPD TRAINING CENTER PARKING LOT EXPANSION - PHASE 2 CONTRACT NO. 7034

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:	RAYMOND P. CATTELL INC.			
1/	Company Name	Man 1		
Krust flly 5/20/13	1/Mal/ /2	HH	5-22-1	
Witness Date	President		Date	
flml / flb 5/30/13	MIT IM	afleeg	5-22-1	
Witness / Date	Secretary		Date	
CITY OF MADISON, WISCONSIN				
Provisions have been made to pay the liability	Approved as to form			
that will accrue under this contract.	$\bigcirc$	1		
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Finance Director	eity Attorney	pocesi		
Signed this 28th day of More	. 1	1	15	
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Witness	Mayor n		Date	
ani Chi	What Men	for	5/24/B	
Witness	City Clerk		Date	

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# SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we The Ohio Casualty Insurance Compared Company of Keene, New Hampshire as Madison, Wisconsin, in the sum of ONE HUNDRED SEIGHTY-SIX DOLLARS AND FIFTY CENTS(\$173,7 payment of which sum to the City of Madison, we had administrators firmly by these presents.	surety, are held and firmly bound unto the City of SEVENTY-THREE THOUSAND SEVEN HUNDRED (26.50), lawful money of the United States, for the
The condition of this Bond is such that if the abov perform all of the terms of the Contract entered into I construction of:	e bounden shall on his/her part fully and faithfully between him/herself and the City of Madison for the
MPD TRAINING CENTER PARKII	
CONTRACT	ΓNO. 7034
in Madison, Wisconsin, and shall pay all claims f prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harm (under Chapter 102, Wisconsin Statutes) of employee to be void, otherwise of full force, virtue and effect.	from all claims for damages because of negligence nless the said City from all claims for compensation as and employees of subcontractor, then this Bond is
Signed and sealed this 22nd day of	of <u>May, 2013</u>
Countersigned:	RAYMOND P. CATTELL INC.
1/	Company Name (Principal)
1/m // 2005	11/1///////
Witness Michael	President Seal
Secretary	
Approved as to form:	The Ohio Casualty Insurance Company Surety Seal
	Salary Employee ☐ Commission
tabilia tauton	By Heidi Hodel Akidi Hadel
City Attorney	Attorney-in-Fact
This certifies that I have been duly licensed as an License No. 2380521 for the year 20 authority to execute this payment and performance be	$0^{\pm 3}$ and appointed as attorney-in-fact with
May 22, 2013	Heiroi Hedel
Date	Agent

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#### THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5972613

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Eileen Miller; Heidi Hodel; Julie Zimmerman; Kim E. Schwenn; Michael J. Moore; Richard F. Kekula; Trisha Stark

all of the city of Madison \_, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January 2013





SS





Gregory W. Davenport, Assistant Secretary

West American Insurance Company

American Fire and Casualty Company

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

STATE OF WASHINGTON COUNTY OF KING

On this 30th day of January 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



KD Riley, Notan Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company. The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney, Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 <u>33</u>









David M. Carev. Assistant Secretary

27 of 500

1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

confirm the validity of this Power of Attorney

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## **SECTION J: PREVAILING WAGE RATES**

J-1

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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

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	

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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
43	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$ .80 on 6/1/2013	32.01	17.35	49.36

Premium Increase(s):
DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.

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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>
		\$	\$	\$
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			
<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>
		\$	\$	\$
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			
<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 Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

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

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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 <u>BENEFITS</u> \$	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	ANDSCAPING W	ORK	
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY FRINGE BENEFITS \$	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$		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.  Future Increase(s):	35.12	18.46	53.58

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.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE 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, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).  Future Increase(s):  Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.25/hr for all >45 Ton lifting capacity cranes.	34.12	18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	32.42	17.97	50.39
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):  Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

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

# SEWER, WATER OR TUNNEL CONSTRUCTION

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

-	SKILLED TRADES				
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 BENEFITS \$	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 <u>BENEFITS</u> \$	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

Deten	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 OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.  Future Increase(s):     Add \$1/hr on 6/2/2013.  Premium Increase(s):     Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	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	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.  Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.09	16.13	48.22	
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74	
111	Fence Erector	28.00	4.50	32.50	
116	Ironworker	30.90	19.11	50.01	
118	Line Constructor (Electrical)	31.29	15.34	46.63	
124	Painter	26.65	13.10	39.75	
125	Pavement Marking Operator	29.22	16.71	45.93	
126	Piledriver	30.66	15.31	45.97	
133	Roofer or Waterproofer	30.40	2.23	32.63	
137	Teledata Technician or Installer	21.26	11.75	33.01	
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86	
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.00	46.64	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59	

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	1 490 10 01 Z
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	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 <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	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

Railroad Track Laborer

314

	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	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
	Pollrand Treek 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 BENEFITS \$	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 ·	19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or	34.72	19.90	54.62

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.

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.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); 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; 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 w	34.22	19.90	54.12
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.  Future Increase(s):  Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):	33.96	19.90	53.86

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	<u>OF PAY</u>	<u>BENEFITS</u>	TOTAL
	DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	\$	\$	\$
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 \$	<u>TOTAL</u> \$	
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00	
105	Carpenter	30.16	15.31	45.47	
107	Cement Finisher	31.48	15.68	47.16	
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74	
111	Fence Erector	22.50	3.98	26.48	
116	Ironworker	30.90	19.11	50.01	
118	Line Constructor (Electrical)	37.05	16.94	53.99	
124	Painter	24.80	14.78	39.58	
125	Pavement Marking Operator	28.10	15.00	43.10	
126	Piledriver	30.66	15.31	45.97	
133	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	

Railroad Track Laborer

314

	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	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	***************************************		
<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	27.20	13.37	40.57
303	Landscaper	18.25	1.11	19.36
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03

23.41

6.91

30.32

HEAVY	EQUIPMENT OPERATORS
CONCRETE	PAVEMENT OR BRIDGE WORK

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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	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	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete 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. wi.gov/hcci/labor-wages-eeo/index.shtm.	33.96	19.90	53.86

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.82	17.98	47.80
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	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

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

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

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