

RUSH

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 06/20/2013

Contract between: Raymond P Cattell Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Brayton Lot Resurfacing

Contract No.: 7106
Enactment No.: RES-13-00471
Dollar Amount: 298,615.55

File No.: 30193
Enactment Date: 06/19/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-20-13	6/20/13
Director of Civil Rights	6-20-13	7/2/13 [Signature]
Risk Manager	7-2-13	7/3/13 [Signature]
Finance Director	7-3-13	7/3/2013 CF
City Attorney	7-3-13	7-3-13
Mayor	7-3-13	7-5-13

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

Original + 2 Copies

06/20/2013 08:27:04 enjap - Bill Putnam - TE

RUSH

RUSH

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

1000

1000

1000

1000

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7106
BRAYTON LOT REPAIRS

RAYMOND P. CATTELL, INC.

\$298,615.55

Acct. No. EP01-58401-810658-00-5830090
Contingency 8%±

\$298,615.55
23,894.45

GRAND TOTAL

\$322,510.00





City of Madison

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

Master

File Number: 30193

File ID: 30193	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 05/15/2013
File Name: Awarding Public Works Contract No. 7106, Brayton Lot Repairs.		Final Action: 06/18/2013
Title: Awarding Public Works Contract No. 7106, Brayton Lot Repairs.		

Notes: Bill P.

CC Agenda Date: 06/18/2013

Agenda Number: 53.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 06/19/2013

Attachments: Contract 7106.pdf

Enactment Number: RES-13-00471

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

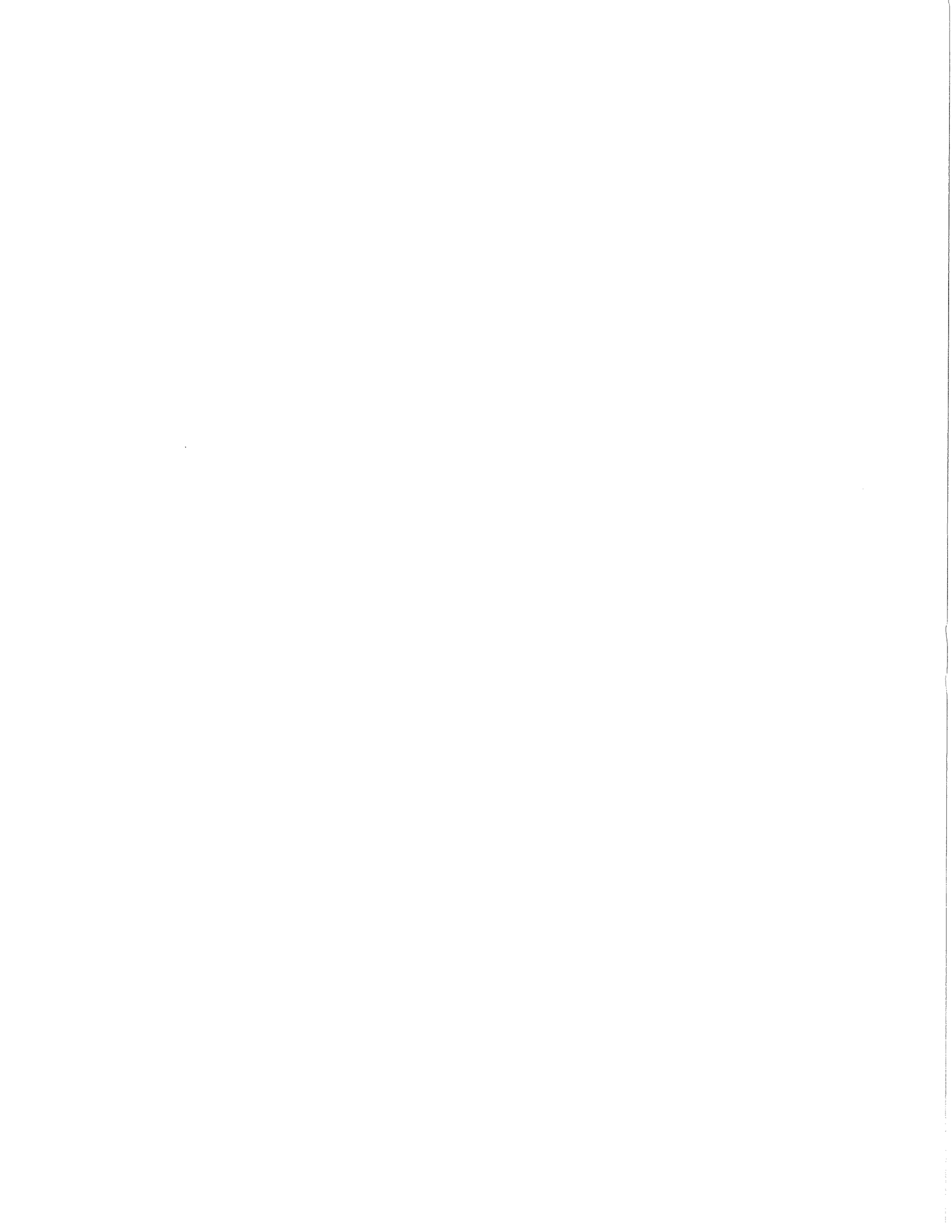
Published Date:

Approval History

Version	Date	Approver	Action
1	05/23/2013	Craig Franklin	Approve
1	05/23/2013	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	05/15/2013	Refer	BOARD OF PUBLIC WORKS	05/22/2013	05/22/2013	
Action Text:		This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 5/22/2013					
Notes:							



1 BOARD OF PUBLIC WORKS 05/22/2013 RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER Pass

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

Notes:

1 COMMON COUNCIL 06/18/2013 Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 Pass

Action Text: A motion was made by Schmidt, seconded by Resnick, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 30193

Fiscal Note

Award of this contract is contingent upon adoption of File ID 30153 amending the Parking Utility's 2012 capital budget to allow for the additional expenditure to complete the Brayton Lot Repairs. The project will be accounted for in the Acct. Nos. listed on the attached.

Title

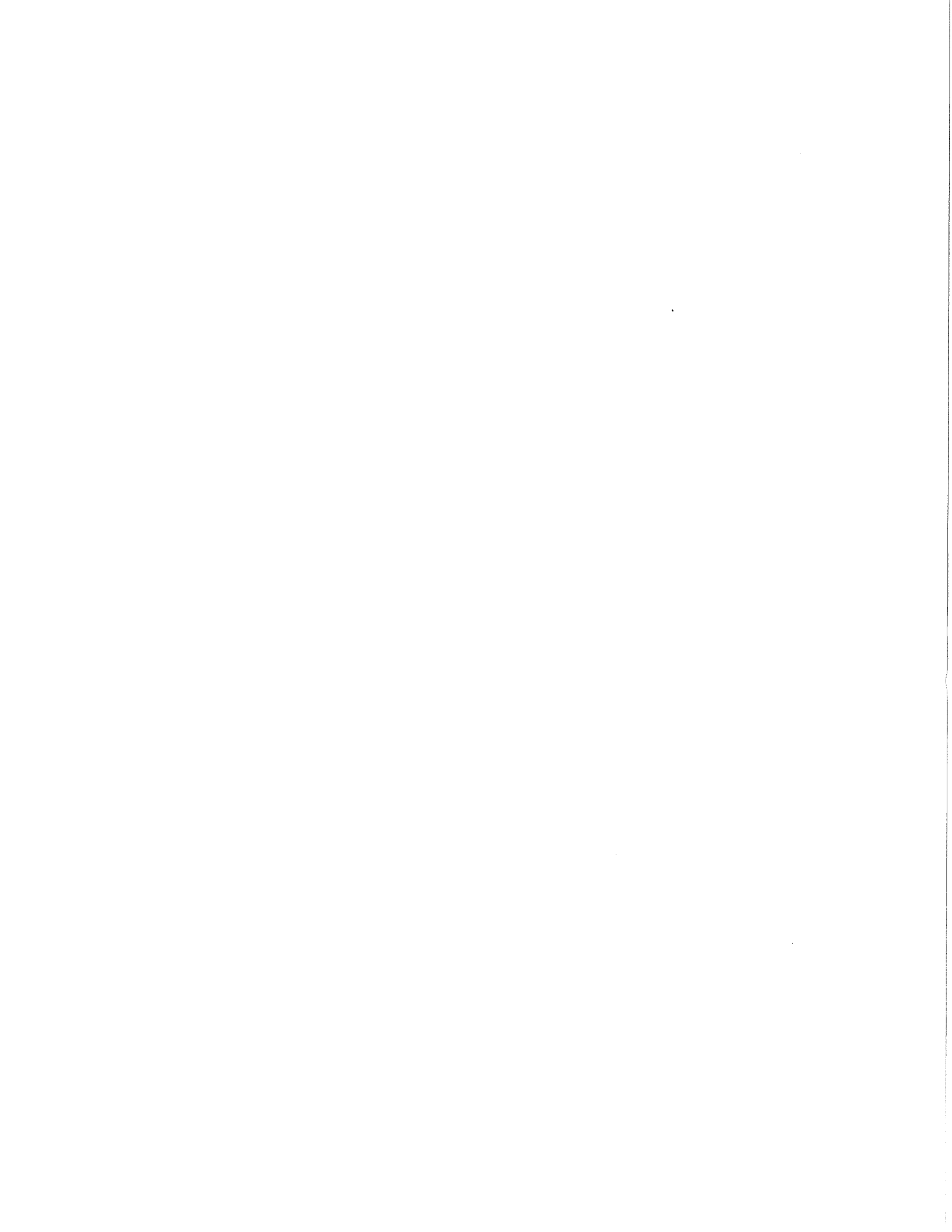
Awarding Public Works Contract No. 7106, Brayton Lot Repairs.

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. 7106) for itemization of bids.



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

Monday, June 17, 2013

HODEL, HEIDI M
BELLEVILLE WI

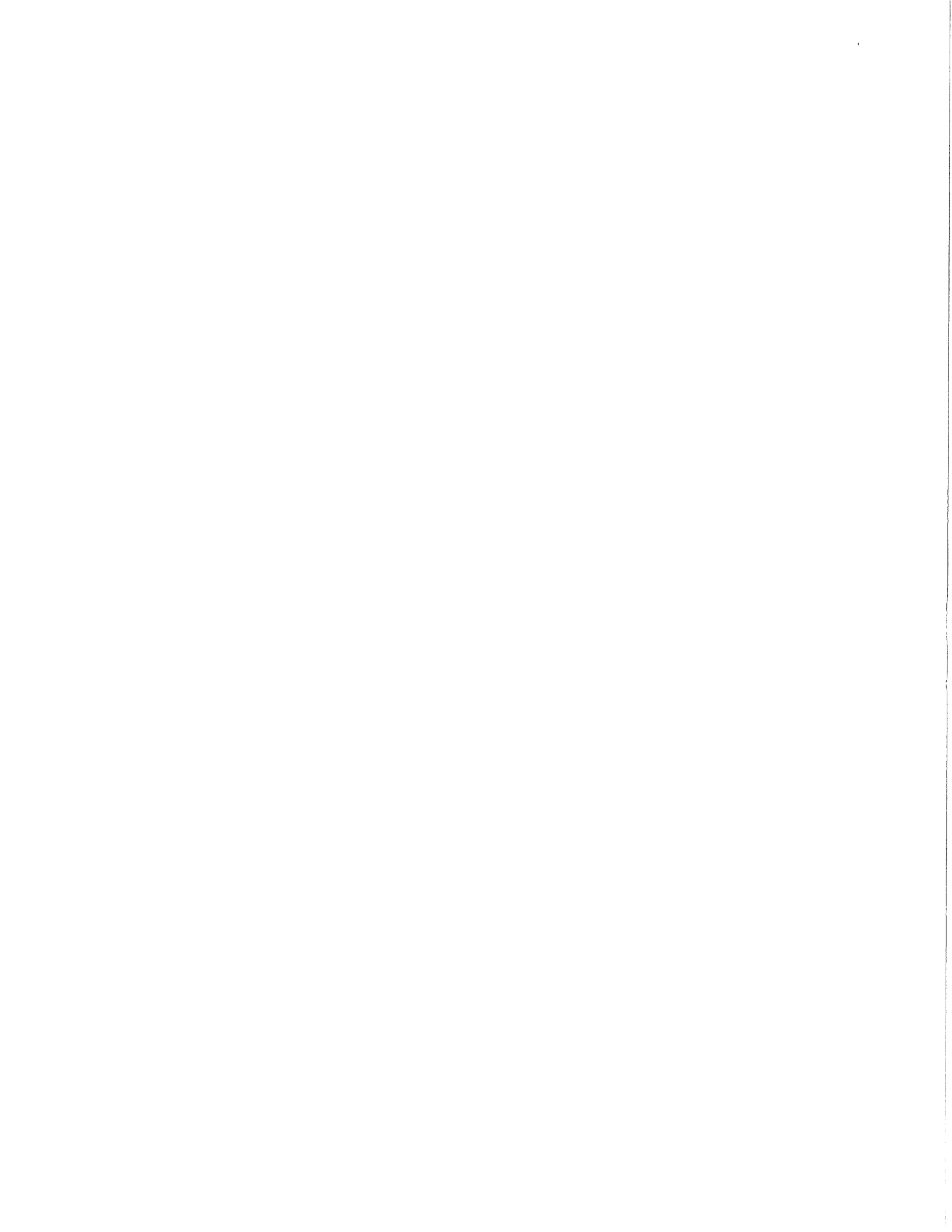
Year of Birth: 1968
Status: Active
License Number: 2380521
NPN**: 6529519
Effective Date: 10-07-1999
Expiration Date: 08-31-2013
License Type: Resident Intermediary Indv
CE Compliance: 08-31-2013

Lines of Authority

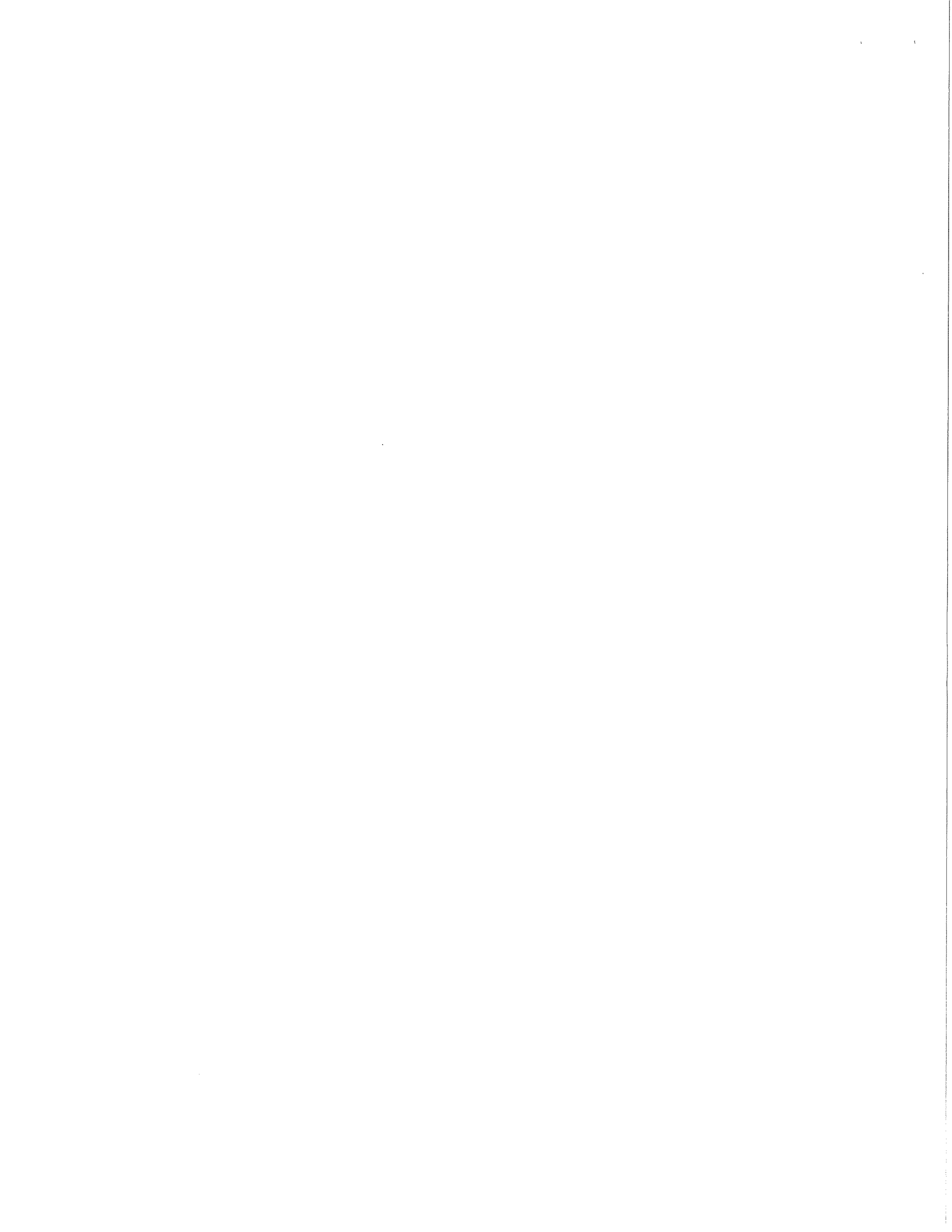
Line of Authority	Residency	Effective Date	Status
Property	Resident	10-07-1999	Active
Casualty	Resident	10-07-1999	Active

Appointments and Terminations

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



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



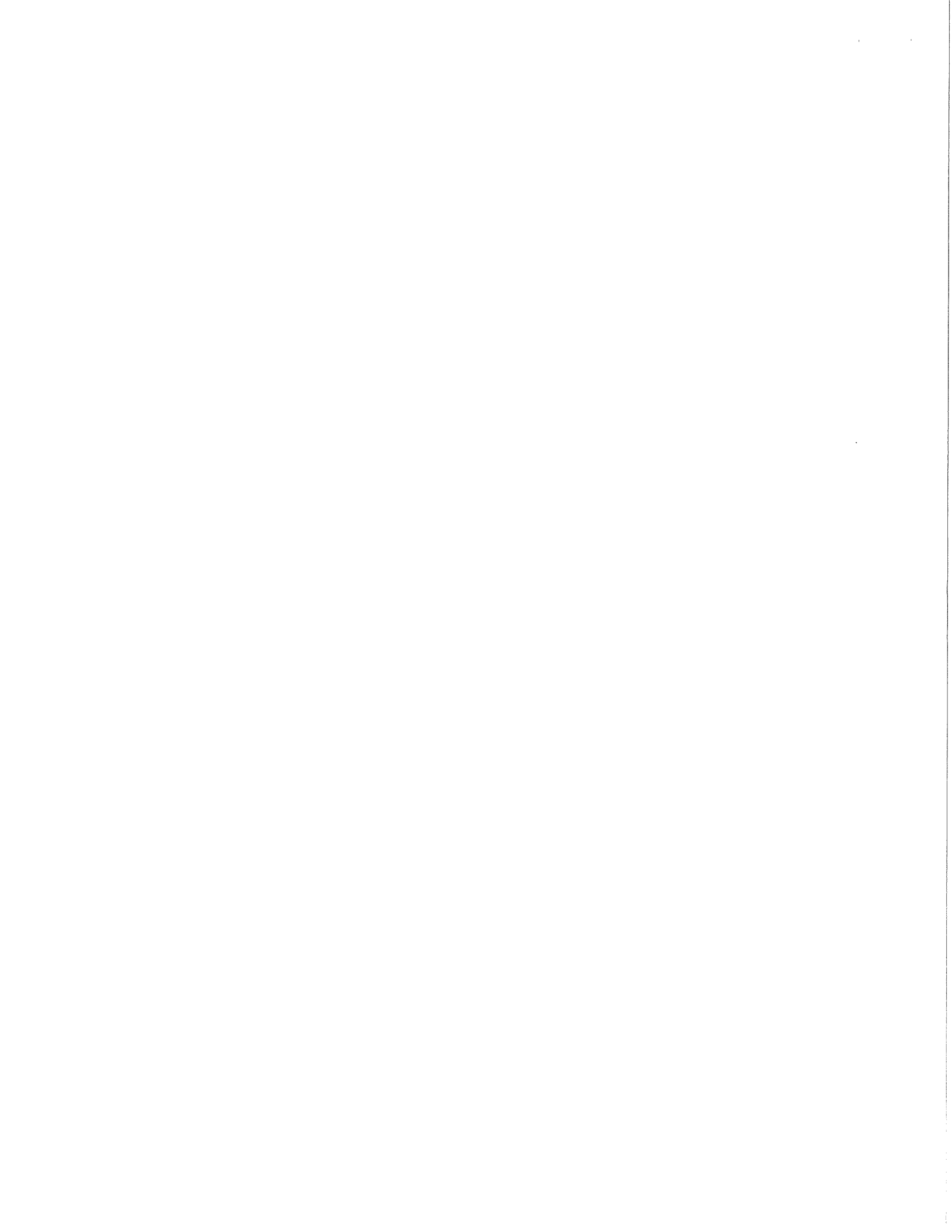
Economy Preferred Insurance Company	CAS/Inactive	10-26-1999	11-03-2003	Inadequate Production
	PROP/Inactive	10-26-1999	11-03-2003	Inadequate Production
Emcasco Insurance Company	CAS/Active	11-01-1999		
	PROP/Active	11-01-1999		
Employers Assurance Company	CAS/Active	02-11-2008		
Employers Insurance Company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



Globe Indemnity Company	CAS/Inactive	11-21-2002	02-07-2005	Canceled
	PROP/Inactive	11-21-2002	02-07-2005	Canceled
Great Northern Insurance Company	CAS/Active	11-23-1999		
	PROP/Active	11-23-1999		
Hallmark National Insurance Company	CAS/Inactive	07-26-2001	02-23-2004	Canceled
	PROP/Inactive	07-26-2001	02-23-2004	Canceled
Hartford Fire Insurance Company	CAS/Inactive	01-12-2000	10-05-2009	Canceled
	PROP/Inactive	01-12-2000	10-05-2009	Canceled
Hartford Insurance Company of the Midwest	CAS/Inactive	01-12-2000	10-31-2008	Canceled
	PROP/Inactive	01-12-2000	10-31-2008	Canceled
Hartford Underwriters Insurance Company	CAS/Inactive	01-12-2000	10-05-2009	Canceled
	PROP/Inactive	01-12-2000	10-05-2009	Canceled
Hawkeye-Security Insurance Company	CAS/Active	10-18-2002		
	PROP/Active	10-18-2002		
Illinois National Insurance Company	CAS/Active	12-14-1999		
	PROP/Active	12-14-1999		
Indiana Insurance Company	CAS/Active	10-18-2002		
	PROP/Active	10-18-2002		
Liberty Insurance Corporation	CAS/Inactive	01-22-2009	07-12-2011	Canceled
	PROP/Inactive	01-22-2009	07-12-2011	Canceled
Liberty Mutual Fire Insurance Company	CAS/Inactive	03-13-2006	07-12-2011	Canceled
	PROP/Inactive	03-13-2006	07-12-2011	Canceled
Liberty Mutual Insurance Company	CAS/Active	12-20-2012		
	CAS/Inactive	01-22-2009	07-12-2011	Canceled
	PROP/Inactive	01-22-2009	07-12-2011	Canceled
LM Insurance Corporation	CAS/Inactive	01-22-2009	07-12-2011	Canceled
	PROP/Inactive	01-22-2009	07-12-2011	Canceled
Markel American Insurance Company	CAS/Inactive	01-08-2003	03-02-2004	Canceled
	PROP/Inactive	01-08-2003	03-02-2004	Canceled
Markel Insurance Company	CAS/Inactive	03-31-2003	03-01-2004	Canceled
	PROP/Inactive	03-31-2003	03-01-2004	Canceled
Meridian Mutual Insurance Company	CAS/Inactive	11-04-1999	06-01-2001	Company Merger
	PROP/Inactive	11-04-1999	06-01-2001	Company Merger
Meridian Security Insurance Company	CAS/Inactive	07-26-2001	02-23-2004	Canceled
	PROP/Inactive	07-26-2001	02-23-2004	Canceled
MetLife Insurance	CAS/Inactive	11-24-1999	04-21-2003	Inadequate Production



Company of Connecticut					
National Fire Insurance Company of Hartford	CAS/Active	01-09-2004			
	CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production	
	PROP/Active	01-09-2004			
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production	
National Surety Corporation	CAS/Active	10-26-1999			
	PROP/Active	10-26-1999			
Netherlands Insurance Company, The	CAS/Active	10-18-2002			
	PROP/Active	10-18-2002			
New Hampshire Insurance Company	CAS/Active	12-14-1999			
	PROP/Active	12-14-1999			
Ohio Casualty Insurance Company, The	CAS/Active	11-04-1999			
	PROP/Active	11-04-1999			
Ohio Security Insurance Company	CAS/Active	02-27-2007			
	PROP/Active	02-27-2007			
Pacific Indemnity Company	CAS/Active	11-23-1999			
	PROP/Active	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	06-28-2004			
	PROP/Active	06-28-2004			
Peerless Insurance Company	CAS/Active	10-18-2002			
	PROP/Active	10-18-2002			
Phoenix Insurance Company, The	CAS/Active	11-24-1999			
	PROP/Active	11-24-1999			
ProAssurance Casualty Company	CAS/Active	11-22-2011			
ProAssurance Wisconsin Insurance Company	CAS/Inactive	08-07-2002	12-31-2011	Canceled	
	PROP/Inactive	08-07-2002	12-31-2011	Canceled	
Progressive Northern Insurance Company	CAS/Active	12-15-1999			
	PROP/Active	12-15-1999			
Regent Insurance Company	CAS/Active	10-28-1999			
	PROP/Active	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 PROP/Inactive	01-12-2000 01-12-2000	09-07-2007 09-07-2007	Vol. Surrender per Agent Rqst 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 PROP/Inactive	10-26-1999 10-26-1999	04-21-2003 04-21-2003	Vol. Surrender per Agent Rqst Vol. Surrender per Agent Rqst	
State Auto Insurance Company of Wisconsin	CAS/Inactive PROP/Inactive	07-26-2001 07-26-2001	02-23-2004 02-23-2004	Canceled Canceled	



State Auto Property and Casualty Insurance Company	CAS/Inactive	07-26-2001	02-23-2004	Canceled
	PROP/Inactive	07-26-2001	02-23-2004	Canceled
State Automobile Mutual Insurance Company	CAS/Inactive	11-04-1999	02-23-2004	Canceled
	PROP/Inactive	11-04-1999	02-23-2004	Canceled
Transcontinental Insurance Company	CAS/Inactive	01-09-2004	01-14-2008	Canceled
	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
Transportation Insurance Company	CAS/Active	01-09-2004		
	CAS/Inactive	05-17-2000	07-25-2002	Inadequate Production
	PROP/Active	01-09-2004		
	PROP/Inactive	05-17-2000	07-25-2002	Inadequate Production
Travelers Casualty and Surety Company	CAS/Active	06-02-2000		
	PROP/Active	06-02-2000		
Travelers Casualty and Surety Company of America	CAS/Active	09-23-2010		
	PROP/Active	09-23-2010		
Travelers Casualty Insurance Company of America	CAS/Active	10-11-2007		
	PROP/Active	10-11-2007		
Travelers Commercial Insurance Company	CAS/Inactive	06-14-2001	12-05-2009	Canceled
	PROP/Inactive	06-14-2001	12-05-2009	Canceled
Travelers Constitution State Insurance Company	CAS/Inactive	10-26-1999	12-11-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-26-1999	12-11-2003	Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active	07-25-2007		
	PROP/Active	07-25-2007		
Travelers Indemnity Company of America, The	CAS/Active	11-24-1999		
	PROP/Active	11-24-1999		
Travelers Indemnity Company of Connecticut, The	CAS/Active	11-24-1999		
	PROP/Active	11-24-1999		
Travelers Indemnity Company, The	CAS/Active	11-24-1999		
	PROP/Active	11-24-1999		
Travelers Property Casualty Company of America	CAS/Active	11-24-1999		
	PROP/Active	11-24-1999		



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

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

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



\$298,615.55

FILE

BID OF RAYMOND P. CATTELL, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BRAYTON LOT RESURFACING

CONTRACT NO. 7106

IN

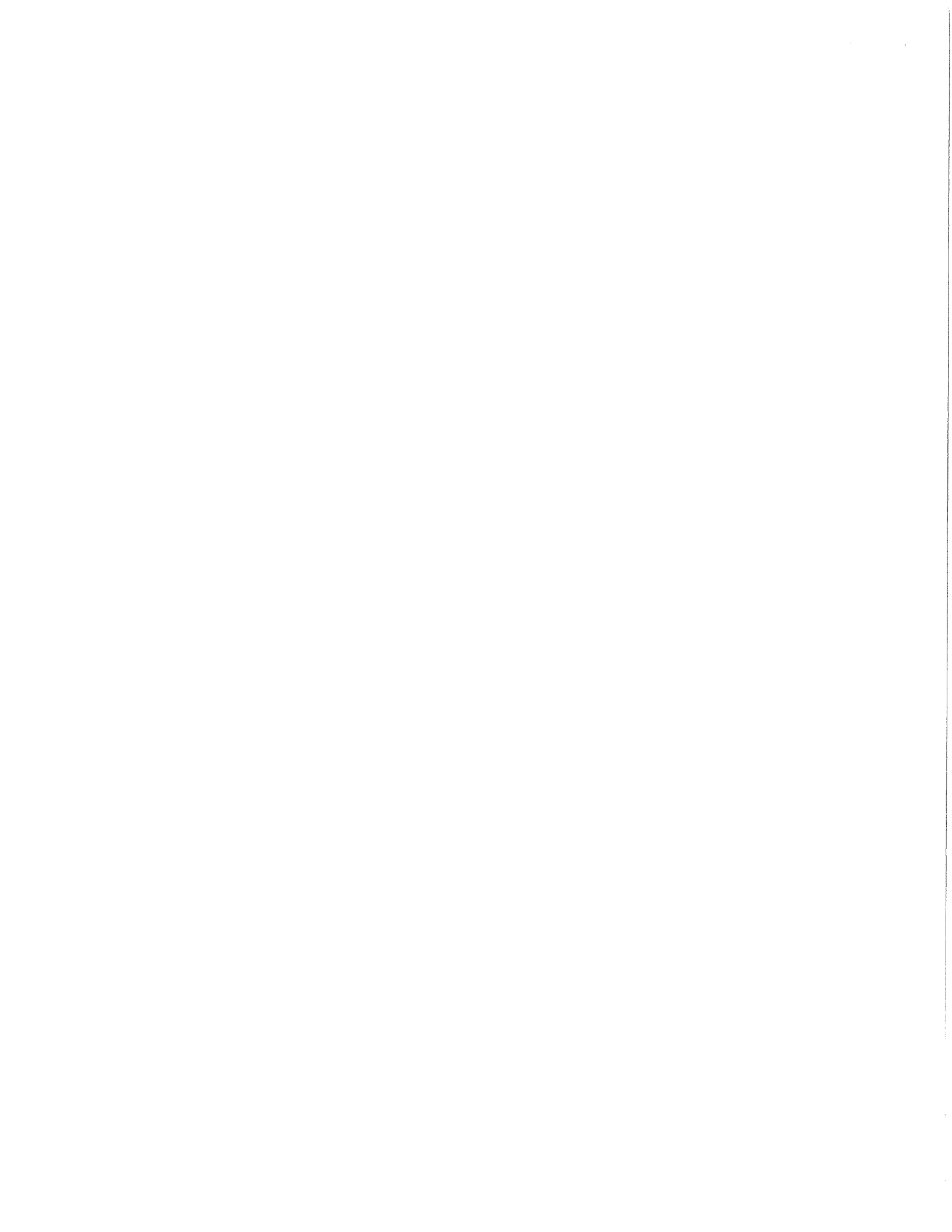
MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON **JUNE 18, 2013**

CITY ENGINEERING DIVISION
1600 EMIL STREET MADISON,
WISCONSIN 53713

www.cityofmadison.com/business/pw

<https://bidexpress.com/login>



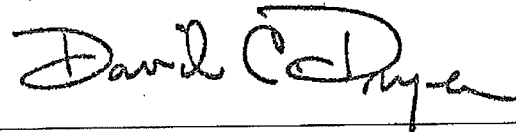
**BRAYTON LOT RESURFACING
CONTRACT NO. 7106**

INDEX

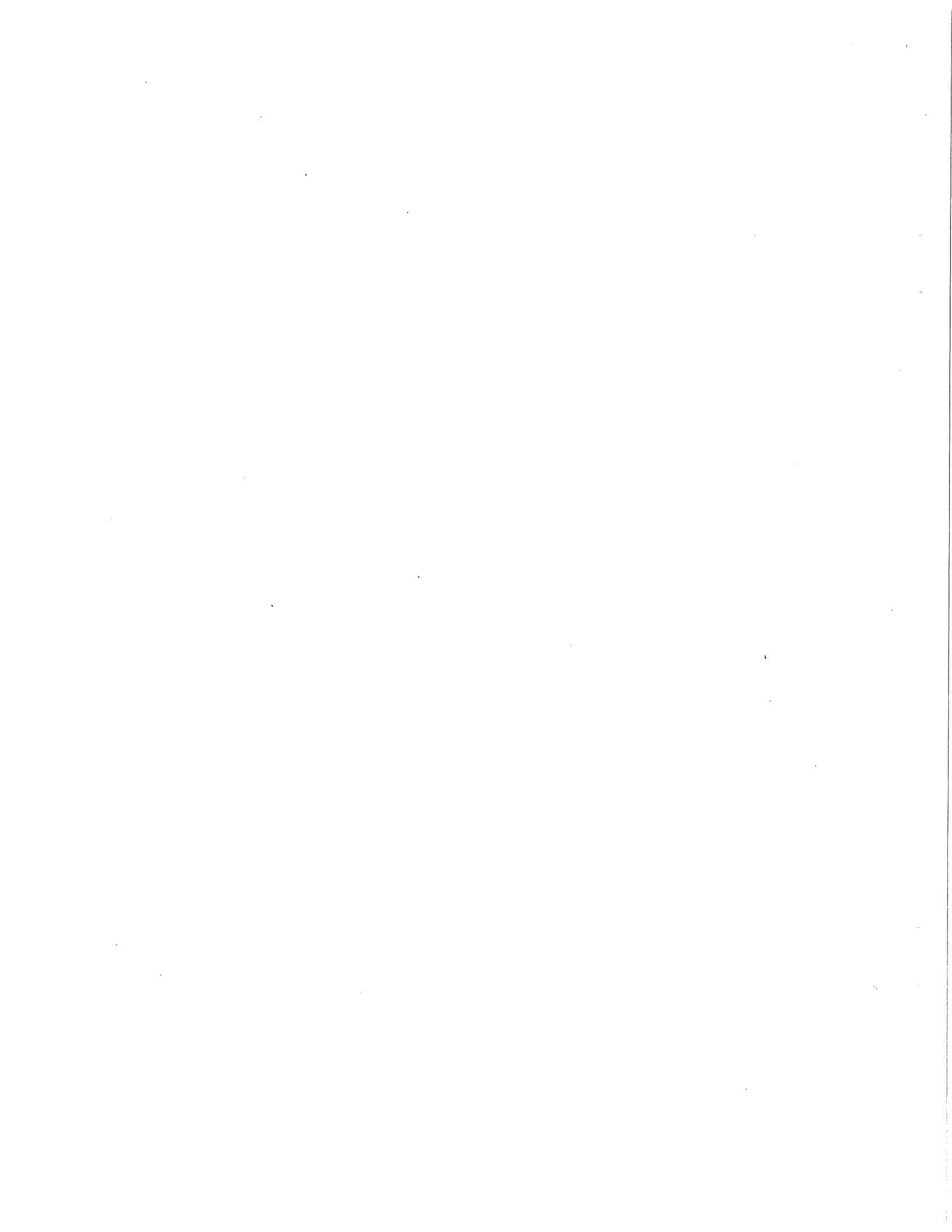
SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS A-1
SECTION B: PROPOSAL SECTION B-1
SECTION C: SMALL BUSINESS ENTERPRISE..... C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT E-1
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING F-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1
SECTION J: PREVAILING WAGE RATES J-1

This Proposal, and Agreement have
been prepared by:

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



David C Dryer, P.E., City Traffic 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:	BRAYTON LOT RESURFACING
CONTRACT NO.:	7106
SBE GOAL	4%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	May 3, 2013
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	May 3, 2013
BID SUBMISSION (1:00 P.M.)	May 10, 2013
BID OPEN (1:30 P.M.)	May 10, 2013
PUBLISHED IN WSJ	4/19/2013, 4/26/2013 & 5/3/2013

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

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

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

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 pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

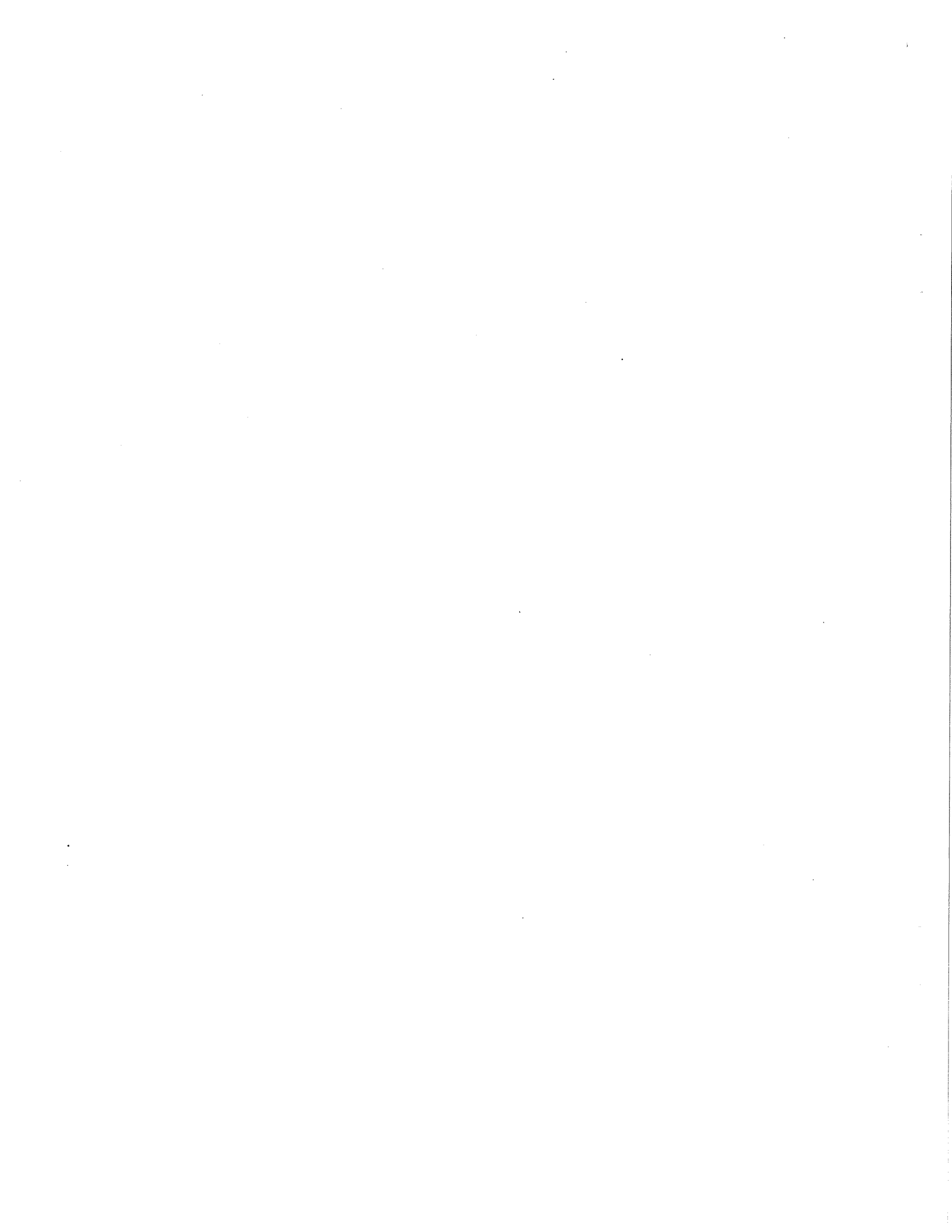
Building Construction

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

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

State of Wisconsin Certifications

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

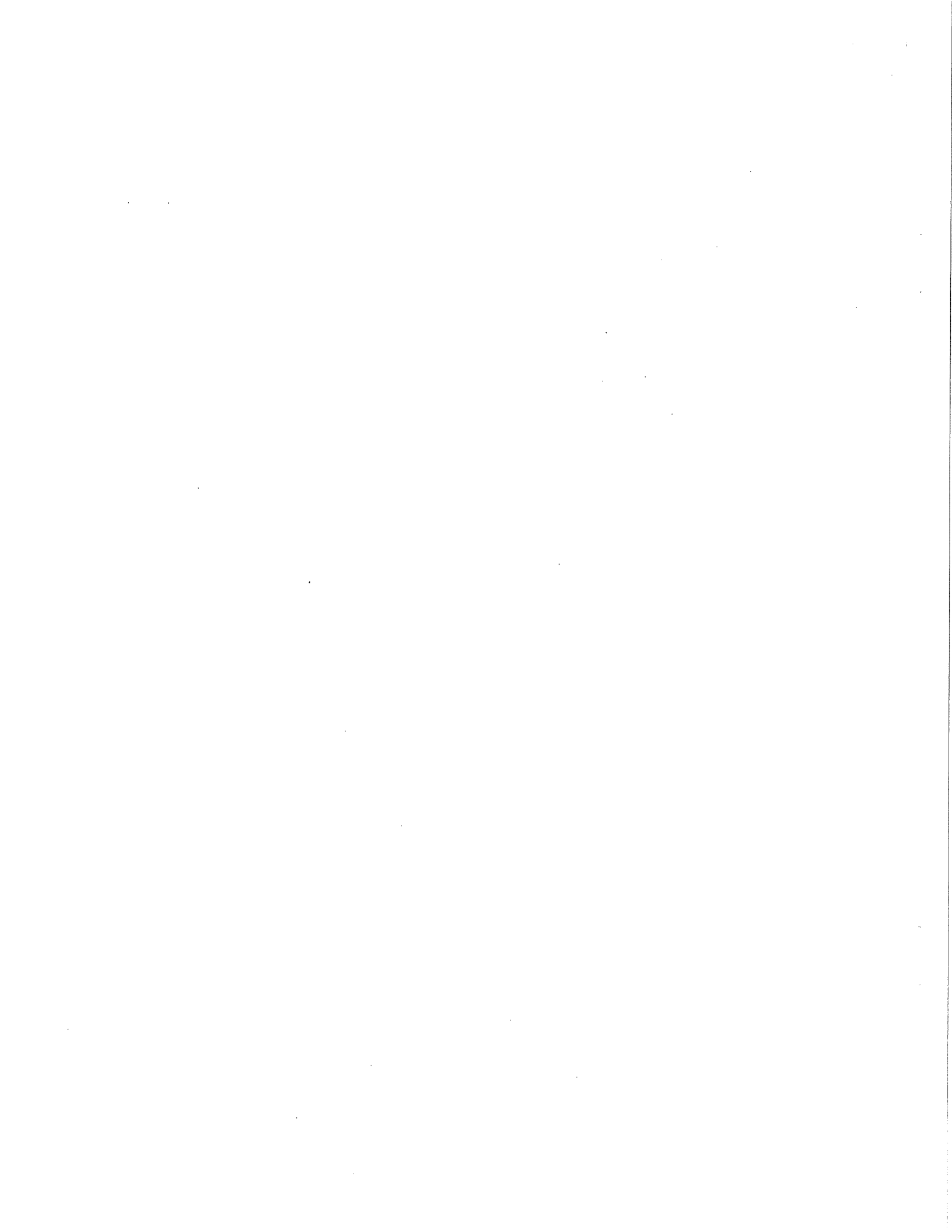


SECTION B: PROPOSAL

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

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

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



SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

2.4.2.1.1 **Cover Page**, Page C-7; and

2.4.2.1.2 **Summary Sheet**, C-8.

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

2.4.2.2.1 **Cover Page**, Page C-7;

2.4.2.2.2 **Summary Sheet**, C-8; and

2.4.2.2.3 **SBE Contact Report**, C-9 and C-10. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

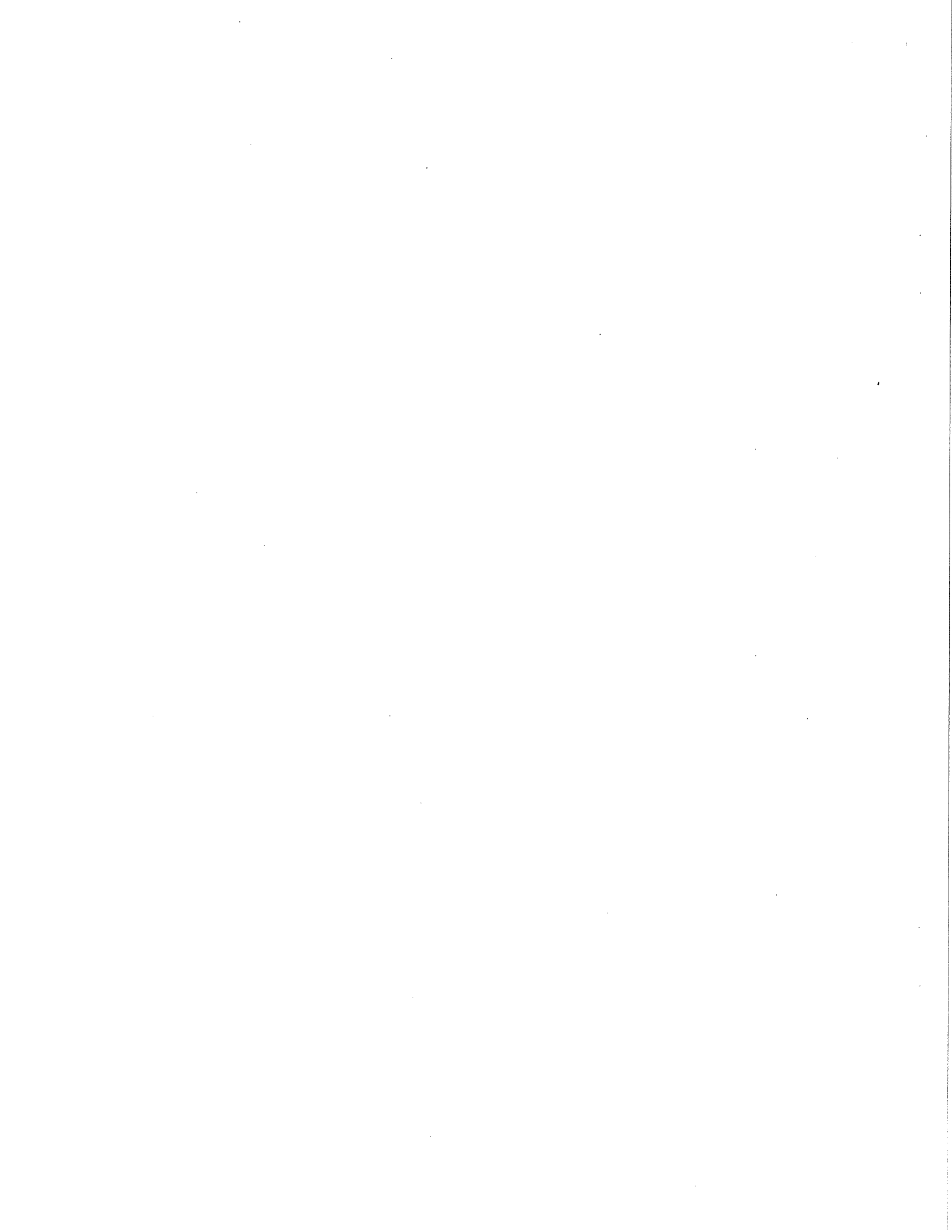
2.7 SBE Definition and Eligibility Guidelines

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

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

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

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



**BRAYTON LOT RESURFACING
CONTRACT NO. 7106**

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, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date



**BRAYTON LOT RESURFACING
 CONTRACT NO. 7106**

Small Business Enterprise Compliance Report

Summary Sheet

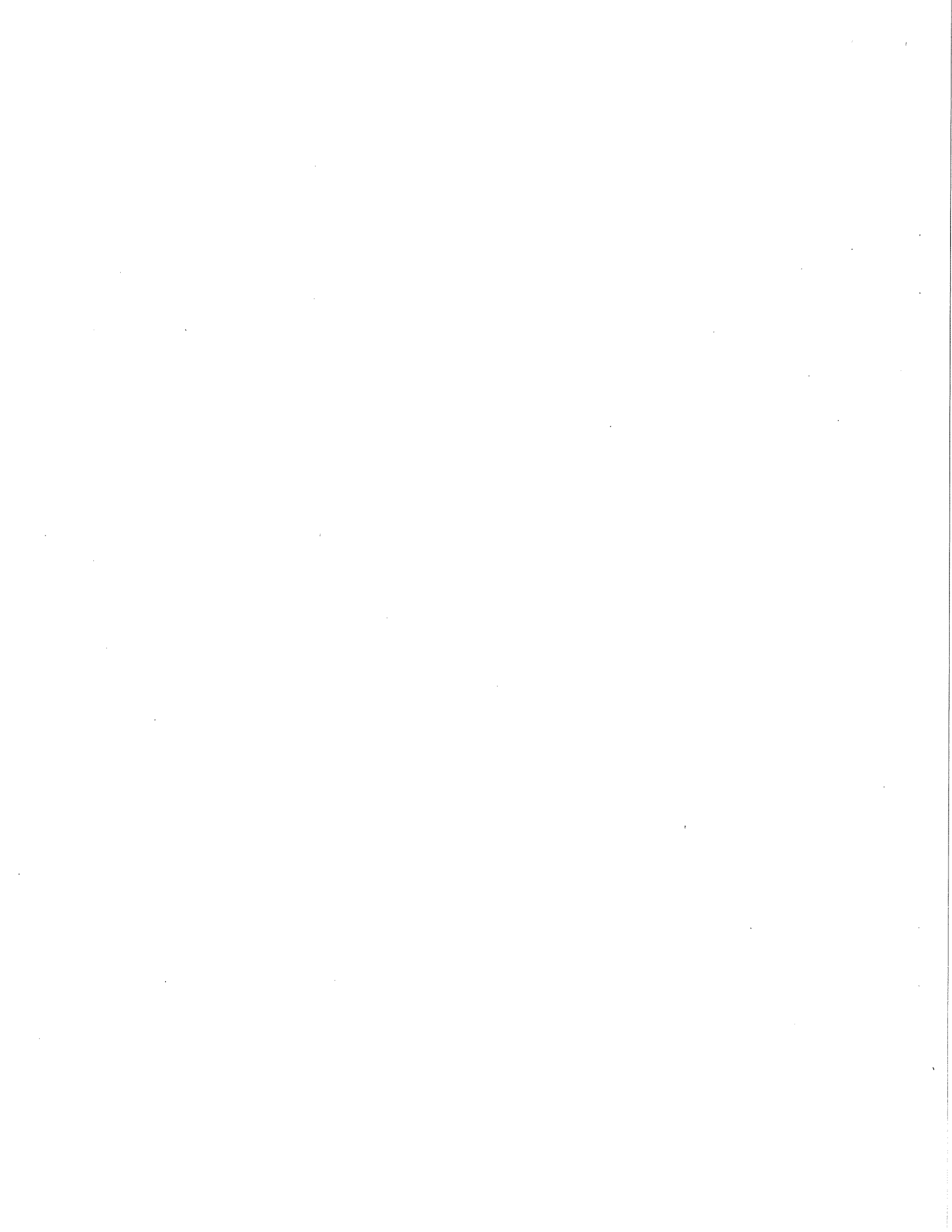
SBE Subcontractors Who Are NOT Suppliers

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: _____ %.



**BRAYTON LOT RESURFACING
CONTRACT NO. 7106**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

BRAYTON LOT RESURFACING CONTRACT NO. 7106

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 101: DEFINITIONS AND TERMS

Relationship between the City and JSD Professional Services, Inc. (JSD). JSD has been hired by the City to prepare drawings and specifications for this project. Additionally, JSD will assist the City by providing shop drawing review and conducting limited site visits to view the construction work in progress. The City will provide resident engineering services and contract administration and is referred to as the City and/or Engineer in the Contract Documents.

JSD will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incidental thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance the Work. JSD will not be responsible for the Contractor's failure to perform or furnish work in accordance with the Contract Documents. JSD will not be responsible for the acts or omissions of the Contractor or of any subcontractor, or any supplier, or of any person or organization performing or furnishing any of the Work.

During construction, the duties and responsibilities of JSD include the following:

1. Attend prebid meeting with Engineer and Contractor.
2. Conduct limited on-site observation of the work.
3. Report to Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer, Contractor's requests for modification.
4. Maintain orderly records, keep a log for days visiting site, and furnish periodic reports to Engineer of the progress of the Work.

JSD will not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractor, Suppliers or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawing or sample submittals from anyone other than the Contractor.

7. Authorize the City to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

SECTION 102.3 EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors. Contractor shall require all subcontractors, the value of whose work exceeds the single-trade minimum set forth in Sec 33.07(7)(b)5., MGO, to provide equal benefits in compliance with Sec. 39.07, MGO.

See Section 39.07 MGO for exemptions from this requirement. Exemptions from this requirement include a Contractor whose employees are under a collective bargaining agreement that was in effect prior to July 1, 2013, however, the Contractor must agree to propose to the applicable collective bargaining unit(s) that an equal benefit requirement consistent with this ordinance be incorporated into the next collective bargaining agreement or in the existing agreement upon amendment, extension or other modification that occurs after July 1, 2013.

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. 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).

SECTION 103: AWARD AND EXECUTION OF THE CONTRACT

The Contractor shall execute signing of this contract completely prior to **June 18, 2013**. No exceptions or extensions to the above date will be permitted.

SECTION 104: SCOPE OF WORK

The work under this contract shall include the following at the Brayton Parking Lot:

1. Asphalt removal and replacement with minor change to grades for better drainage where shown on the drawings.
2. Asphalt mill or pulverize and overly where shown on the drawings.
3. Curb and gutter removal and replacement.
4. Concrete curb wall installation.
5. Sidewalk and other concrete surface removal and replacement. Some work will be within the City of Madison right-of-way. Contractor is responsible for obtaining necessary permits to work in the right-of-way.
6. Overhead electric lines to be relocated underground within conduits.
7. Remove and replace detector loops at entries.
8. Provide site erosion control measures as shown on the drawings.
9. Provide pavement marking as shown on the drawings.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities except as noted. Any overruns shall be paid for under the lump sum bid without any penalty or change to the bid price. Contractor shall not be reimbursed for any deletions to the contract. No change to the base bid price will be allowed for changes to the quantities.

Excavation below subgrade will be paid based on quantities determined in the field by the Engineer or authorized Engineer representative. It is a separate unit price bid item from the lump sum bid.

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in

writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

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

SECTION 105.12: COOPERATION BY THE CONTRACTOR

Contractor shall restore any and all areas damaged as a result of construction operations, including but not limited to, pavements, curb and gutter and lawn areas. Damaged items shall be restored to their condition prior to construction. Cost of restoration shall be incidental to the contract and shall be at no cost to the City.

SECTION 105.17: PROGRESS SCHEDULE

Article 105.17 is added as follows:

Within ten days after delivery of the Notice to Proceed, Contractor shall submit to the Owner, for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of work, and a preliminary schedule of shop drawing submissions.

Progress schedule shall be updated prior to each construction meeting and an updated schedule submitted with each payment application.

SECTION 105.18: PRECONSTRUCTION CONFERENCE

Article 105.18 is added as follows:

Before starting the work at the project site, a conference will be held to review schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, to review list of proposed subcontractors, to establish a working understanding between the parties as to the project, set milestone and project meeting dates, and to discuss project details. Present at the conference will be representatives of the City of Madison, JSD and the Contractor.

SECTION 106.6: SUBSTITUTE MATERIALS OR EQUIPMENT

Article 106.6 is added as follows:

Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If Contractor wishes to furnish or use a proposed substitute, he shall, prior to the preconstruction conference, make written application to JSD for approval of such a substitute certifying, in writing, that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of JSD, who will be the judge of equality, in consultation with the Engineer, and may require Contractor to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the City may require which shall be furnished at Contractor's expense.

SECTION 107.3: IDEMNIFICATION

Consultant, as indicated under Article 107.3 of the General Conditions shall include JSD Professional Services, Inc.

SECTION 107.7: MAINTENANCE OF TRAFFIC

All public roads are to remain open during construction.

Sidewalks are to remain open during construction. If it becomes necessary to temporarily close the sidewalk, the closure shall be approved by the City Construction Engineer prior to closure. Any closures of sidewalk shall conform to City of Madison standard detail drawing 6.36 and shall be approved by the City Construction Engineer. Coordinate signage and closure requirements with City Construction Engineer.

Any temporary signs and barricades deemed necessary by the City to maintain and protect pedestrians from construction operations shall be provided by the contractor.

No construction equipment or materials shall be stored in the roadway or street right-of-way.

SECTION 107.14: WEAPONS PROHIBITION

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

SECTION 109.2: PROSECUTION OF WORK

The Contractor shall begin work on July 15, 2013 and all work shall be completed by September 4th, 2013.

Work shall begin only after the start work letter is received. Contractor shall be required to limit workdays from 7 A.M. to 7 P.M. and work shall not be performed on holidays.

BID ITEM: 2 – EXCAVATION BELOW SUBGRADE

- A. Description. The work shall consist of removal of the existing subgrade to a depth determined by the Engineer or Engineers authorized representative and replacing with a new stone base.
- B. Materials. 3-inch crushed aggregate base course as defined within section 32 11 23.33 – Dense Graded Base or as approved by the Engineer.
- C. Execution. Proofroll site and undercut areas of soft subgrade as determined by the Engineer or Engineers authorized representative and replace all in accordance with section 32 11 23.33 – Dense Graded Base.
- D. Method of Measurement. The City or City authorized representative will measure the area marked for undercut and will assume the depth will be as directed by the Engineer or Engineered authorized representative.
- E. Basis of Payment. The excavation below subgrade will be paid for according to the contract unit price per cubic foot. This includes all work required to produce the desired result.

TECHNICAL SPECIFICATIONS INDEX

SECTION 31 05 00: COMMON WORK RESULTS FOR EARTHWORK AND EXTERIOR IMPROVEMENTS	D-7
SECTION 31 13 16: TREE PROTECTION.....	D-11
SECTION 31 20 00: EARTHMOVING.....	D-14
SECTION 31 23 16.13: TRENCHING.....	D-18
SECTION 31 25 00: EROSION CONTROL	D-22
SECTION 32 11 23.33: DENSE GRADED BASE.....	D-25
SECTION 32 12 16.13: PLANT MIX ASPHALT PAVING	D-28
SECTION 32 33 00: SIDEWALKS, CURB & GUTTER CONCRETE.....	D-30

SECTION 31 05 00 - COMMON WORK RESULTS FOR EARTHWORK AND EXTERIOR IMPROVEMENTS

PART 1 - GENERAL

1.1 SCOPE

- A. This section provides information common to two or more technical site work specification sections or items that are of a general nature, and not included in other sections. This section applies to ALL site work, as applicable. Included are the following topics:
 - a. GENERAL
 - b. MATERIALS
 - c. EXECUTION

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.
- B. 31 20 00 – Earthmoving
- C. 31 23 16.13 – Trenching
- D. 31 25 00 – Erosion Control
- E. 32 11 23.33 – Dense Graded Base
- F. 32 12 16.13 – Plan Mix Asphalt Paving
- G. 32 33 00 – Sidewalks and Curb & Gutter Concrete

1.3 REFERENCED ORGANIZATIONS

- A. Applicable provisions of Division 1 shall govern all work under this section.
- B. Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
FHA	Federal Highway Administration
EPA	Environmental Protection Agency
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
STI	Steel Tank Institute
UL	Underwriters Laboratories Inc.
WDNR	State of Wisconsin Department of Natural Resources
WISDOT	State of Wisconsin Department of Transportation

1.4 REFERENCED DOCUMENTS

- A. Where reference is made to the "SSHSC", it shall mean the pertinent sections of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications. Where reference is made to the "SSWC", it shall mean pertinent sections of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition. Where reference is made to the "WDNR Technical Standards", it shall mean the Wisconsin Construction and Post-Construction Technical Standards, formerly known as Best Management Practices, current edition as published by the WDNR. Method of measurement and basis of payment sections in referenced documents shall not apply.

1.5 QUALITY ASSURANCE

- A. Provide materials and products as required by individual specification sections. Refer to Section GC - General Conditions of the Contract regarding substitutions.
- B. Provide quality assurance testing and reporting as required by individual specification sections.

1.6 SAFETY

- A. Contractor is solely responsible for worksite safety.
- B. Perform all work in accordance with applicable OSHA, state and local safety standards.
- C. Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-member utilities and private utilities be located by the appropriate parties.
- D. Install a construction fence around the site at the edge of the existing sidewalk.

1.7 PERMITS

- A. Unless otherwise noted in the Contract Documents, Contractor shall be responsible for obtaining and paying for all permits necessary to complete the work.

1.8 CONSTRUCTION LIMITS

- A. The construction limits are defined by the edge of the public sidewalk surrounding the block bounded by S. Hancock St., E. Washinton Ave., S. Butler St., and E. Main St. In no case shall construction activities extend beyond property lines or construction easements.
- B. The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If plans and specifications do not address restoration of specific areas, these areas will be restored to pre-construction conditions as approved by the owner.

1.9 WORK BY OTHERS

- A. Prime contractor is required to coordinate work with all sub-contractors. Coordinate any relocation or replacement of gas service, electric service, telephone service, and cable service with appropriate utility companies. Installation by utility company unless otherwise indicated on the drawings. Restoration, including regrading trenches and seeding to be completed by the prime contractor. Coordinate work under this project with work by Owner and other contractors on the site.

1.10 SUBMITTALS

- A. Refer also to Section GC - General Conditions of the Contract and Division 1.
- B. Submit manufacturer's shop drawings, product data, samples, substitutions and operation and maintenance (O&M) data for approval as required by individual specification sections.
- C. Unless otherwise noted, provide 6 copies of each submittal. Submit to project architect/engineer (A/E).

1.11 OFF SITE STORAGE

- A. Refer to Division 1.

1.12 CODES

- A. Comply with the requirements of all applicable, local, state and federal codes.

1.13 CERTIFICATIONS AND INSPECTIONS

- A. Refer to Section GC - General Conditions.
- B. Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly listed as provided by the A/E or other third party in the Contract Documents. Deliver originals of certificates and documents to the A/E within 3 days; provide copies to the A/E. Include copies of the certifications and documents in the O&M Manual.

PART 2 - MATERIALS

2.1 BARRICADES, SIGNS, AND WARNING DEVICES

- A. Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).

2.2 TEMPORARY PLASTIC BARRIER FENCING

- A. UV stabilized high-density polyethylene barrier fence free of holes tears and other defects. Provide 4' tall fence in diamond or rectangular pattern. Fencing shall be "safety orange" color, unless otherwise noted.
- B. Posts for temporary plastic barrier fencing shall be 5' tall, minimum 12 gauge, painted metal posts.

2.3 TEMPORARY CONSTRUCTION FENCING

- A. 6-foot tall, min., movable chain link fence. Provide gate openings as necessary for construction traffic.

PART 3 - EXECUTION

3.1 CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL

- A. Refer also to Section GR - General Requirements.
- B. Do not interrupt or change existing traffic, delivery, or parking on the adjacent public streets without prior written approval from the City. When interruption is required, coordinate schedule with the City agency to minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits from applicable municipalities and WISDOT.
- C. When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control devices, signs and flaggers in accordance with other Contract Documents and the current version of the MUTCD, or as shown on the Drawings.

3.2 PROTECTION AND CONTINUITY OF EXISTING UTILITIES

- A. Verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric, telephone/communication, fuel, steam lines or other utilities and site features which may be encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to avoid disruption of service.
- B. Do not interrupt or change existing utilities without prior written approval from the owner, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in advance of outage. Notification shall be provided in writing and describe the nature and duration of outages and provide the name and number of Contractor's foreman or other contact.
- C. Any service connections encountered which are to be removed shall be cut off at the limits of the excavation and capped in accordance with the requirements of applicable codes and any specifications governing such removals.

3.3 PROTECTION OF EXISTING WORK AND FACILITIES

- A. Verify the locations of, and protect, any signs, paved surfaces, structures, landscaping, streetlights, utilities, and all other such facilities that may be encountered or interfered with during the progress of the work. Take measures necessary to safeguard all existing work and facilities

that are outside the limits of the work or items that are within the construction limits but are intended to remain. Report any damage to existing facilities to the A/E immediately. Correct and pay for all damages.

3.4 STORMWATR/EXCAVATION WATER MANAGEMENT

- A. Control grading around excavated areas. Pitch ground to prevent water running into excavated areas.
- B. Provide trenching, pumping, other facilities required.
- C. Notify Architect/Engineer if springs or running water are encountered in excavation; provide discharge by trenches, drains, pumping to point outside of excavation. Provide information to Architect/Engineer of points and areas that water will be discharged. At the Engineer's option, the Contractor shall drain the spring to the storm sewer system by the use of field tile.
- D. Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas.

SECTION 31 13 16 - TREE PROTECTION

PART 1 - GENERAL

1.1 SCOPE

- A. These specifications include the protection and trimming of existing trees that interfere with, or are affected by execution of the Work, whether temporary or permanent construction related sections.

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section
- B. Section 31 05 00 – Common Work Results for Exterior Earthwork
- C. Section 31 20 00 – Earthmoving
- D. Section 31 25 00 – Erosion Control

1.3 DEFINITIONS

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the area encompassing 1.5 times the tree caliper at 4.5' above the ground or the perimeter drip line unless otherwise indicated by arborist or shown on plans. If the tree is within an existing planter, the planter is considered the tree protection zone area.

1.4 REFERENCE STANDARDS

- A. *American Standards for Nursery Stock, ANSI Z60.1*, current edition. American Association of Nurserymen, Inc.
- B. *Standardized Plant Names, Second Edition (1942)*. American Joint Committee on Horticulture Nomenclature, Horace McFarland Company, Harrisburg, PA.

- C. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance-Standard Practices, ANSI A300, current edition.

1.5 QUALITY ASSURANCE

- A. An experienced tree service firm that has successfully completed tree protection similar to that required for this Project.
- B. Preinstallation Conference: Conduct conference at Project site to comply with requirements and to identify boundary of tree protection fencing.

1.6 PLANTING SCHEDULE

- A. All plants shall be guaranteed to be in healthy and flourishing condition for one full year after installation and acceptance by the Owner.
- B. Plants not thriving shall be replaced at no cost to the Owner. The contractor may suggest substitutions for replacement plants.
- C. Replacement plants shall be guaranteed for one year after installation.
- D. At any time during the guarantee period, the Contractor shall remove or replace, without cost to the Owner and within a specified planting period, all plants not in a healthy and flourish conditions as determined by the Owner.

1.7 MAINTENANCE

- A. The Contractor shall maintain plantings and lawn for at least a period of 30 days, or until final acceptance from the Owner. The Contractor is responsible for adequately watering plants and lawn during this 30 day period.
- B. Fertilizing: Any and all chemical applications are to be performed in accordance with current federal, state and local laws, through EPA-registered materials and application techniques, and performed under the supervision of a licensed certified applicator. Apply fertilizer to planted areas at the specified rate, and as per manufacturer's recommendations.
- C. Watering: All plant materials installed under the contract shall be watered within the first 24 hours of initial planting and not less than twice weekly until final acceptance by Owner. Water used shall be of sufficient quality for irrigation and free of materials harmful to plant growth.
- D. Pesticide: Any use of pesticides during the contracted maintenance period, as determined by the Owner, shall utilize the minimum amount of approved pesticide needed to control pests on plant materials installed under the contract. Pesticide applications are to be performed in accordance with current federal, state and local laws, through EPA-registered materials and application techniques, and performed under the supervision of a licensed certified applicator. Apply at the specified rate, and as per manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Mulch: Shredded hardwood bark mulch, free of material detrimental to healthy plant growth. Mulch shall be finely shredded, weed free, dye-free mulch

- B. Temporary Fencing: Wooden posts shall be driven into the ground one-third the total height of the fence. Where a post is located on existing pavement or concrete to remain, provide appropriate means of post support acceptable to owner.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Temporary Fencing: Install temporary fencing around tree protection zones to protect trees identified on plan that have been indicated as existing trees to remain. Temporary fencing shall be installed around dripline as much as possible. Maintain temporary fence and remove when construction is complete. If the tree is located off the property or within a planter, no fencing is required.
- B. Protect the root systems of existing trees to remain from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Mulch areas inside tree protection zones and within drip line of trees to remain and other areas indicated.
- D. Apply 2-inch average thickness of mulch. Do not place mulch within 6 inches of tree trunks.
- E. Do not store construction materials, debris, or excavated material inside protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems. Do not allow fill on trees roots inside the tree protection zone. Note: As little as two inches can have deleterious long-term effects on tree health. If fill or grade changes must occur, a serious look at whether or not the tree should be left must occur.
- F. Maintain tree protection zones free of weeds and trash.
- G. Do not allow fires within tree protection zone.

3.2 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones unless necessary to install stormwater management facilities. If excavation is required, temporary fencing shall be adjusted to the furthest extent of grading away from the trunk.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Cut roots in the area to be excavated with a saw to ensure a clean cut. Torn or ripped roots must be trimmed.
- D. Redirect roots in backfill areas where possible. Note: if encountering large, main lateral roots an assessment of future tree stability must be made. Expose roots beyond excavation limits as required to bed and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction.
- E. Do not allow exposed roots to dry out before placing permanent backfill. Provide a temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

- F. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling auger boring, pipe jacking, or digging by hand.
- G. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments, do not break or chop.

3.3 REGRADING

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away beyond tree protection zones. Maintain existing grades within tree protection zones.
- B. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- C. Minor Fill: Where existing grade is 1 inch or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.4 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property

SECTION 31 20 00 - EARTHMOVING

PART 1 - GENERAL

1.1 SCOPE

- A. The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to complete earthwork required in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL
PART 2 - MATERIALS
PART 3 - EXECUTION

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.
- B. 31 05 00 – Common Work Results for Earthwork
- C. 31 25 00 – Erosion Control

1.3 REFERENCE STANDARDS

- A. Applicable provisions of Division 1 shall govern all work under this section.
- B. American Society for Testing and Materials (ASTM):

D422-63(1998) Standard Test Method for Particle Size Analysis of Soils
D4318-00 Liquid Limit, Plastic Limit and Plasticity Index of Soils

D698-00a	Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort
D1557-00	Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
D2922-01	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods
D3017-01	Standard Test Methods for Water Content of Soil and Rock in Place by Nuclear Methods
E329-00b	Standard Specifications for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.4 SUBMITTALS

- A. Conform to Division 1 of this specification.
- B. Provide copies of record drawings.
- C. Provide copies of material testing reports.

1.5 QUALITY ASSURANCE

- A. The Contractor shall retain the services of a geotechnical consulting engineer to conduct sampling testing and analysis as required by this section and elsewhere in the Contract Documents. The geotechnical consulting engineer shall meet the requirements of ASTM E329-00b.
- B. The Contractor's geotechnical consulting engineer shall complete material testing and at the discretion of the owner.

1.6 OWNER FURNISHED MATERIALS

- A. There are no known onsite stockpiles or materials available for borrow onsite.

1.7 PROVISIONS FOR FUTURE WORK

- A. There are no known requirements for future work.

1.8 QUANTITIES

- A. Elevations provided on the plans are finished elevations.
- B. Contractor shall be solely responsible for determining all earthwork quantities based on the existing and proposed elevations provided on the plans. Any geotechnical investigations provided by the Owner apply only to those locations that the data was collected, and may not be indicative of conditions elsewhere on the site. The Contractor is responsible for collecting any additional geotechnical or survey data he deems necessary to complete an accurate estimate of earthwork quantities.
- C. Contractor shall be solely responsible for balancing site materials. If onsite excavation and borrow operations do not provide enough suitable material for fill areas, Contractor shall coordinate and pay for excavation, transport and placement of imported material meeting the specifications of the contract documents. If excavation results in excess materials, Contractor shall coordinate and pay for loading, transport and offsite disposal of excess materials.

- D. If contractor finds the geotechnical information or existing or proposed elevations shown on the plans to be erroneous, he shall notify the A/E immediately.

1.9 SURVEY AND STAKING

- A. Owner or Engineer will provide benchmarks and control points for the project as shown on the Existing Conditions Survey.
- B. Contractor shall be responsible for transferring benchmarks, control points, lines and grades as necessary to complete his work.

1.10 RECORD DRAWINGS

- A. Maintain as-built drawings showing actual locations of utilities and other features encountered, modifications to proposed grades and site features, and other deviations from the original design.

PART 2 - MATERIALS

2.1 EARTH FILL

- A. Clean material consisting of inorganic soil or a mixture of inorganic soil and rock, stone or gravel. The material shall be free of topsoil, sod, stumps, wood, asphalt, concrete, debris, and other deleterious material. The maximum dimension of any material shall not exceed 2' in any direction.

2.2 GRANULAR FILL

- A. Clean material meeting the requirements of "Grade 1 or Grade 2 Granular Backfill" as defined in Section 209.2.1 of the Standard Specifications for Highway Construction.

2.3 STRUCTURAL FILL

- A. Clean material meeting the requirements of "Structure Backfill" as defined in Section 210.2.1 of the Standard Specifications for Highway Construction.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavate to the elevations shown on the plans; allow for placement of fill, base course, pavements, and topsoil as required by the plans and other Contract Documents.
- B. Transfer lines and grades provided by the Owner or A/E as necessary.
- C. Excavate areas to provide positive drainage whenever possible.
- D. Remove excess and spoil material from the site in a timely fashion.
- E. Stockpile all boulders suitable for landscaping at a location designated by the owner.
- F. Do not excavate below design grades without prior authorization by the A/E.

3.2 PLACING AND COMPACTING MATERIAL

- A. Place material in fill areas only after all topsoil has been removed.
- B. Place fill to the elevations shown on plans; allow for placement of base course, pavements and topsoil as required by the plans and other Contract Documents.
- C. Fill type shall be as indicated on Table 31 20 00 -2, or as shown on the plans.
- D. Do not place fill on areas consisting of organic soil, debris or other soft and yielding material.
- E. Do not place fill on frozen or muddy areas.
- F. Moisture condition subgrade as necessary to provide a firm surface prior to placing fill.
- G. Place fill in horizontal lifts having thickness as shown on Table 31 20 00 -2.
- H. Compact fill material as required by Table 31 20 00 -2 for given use.
- I. Moisture condition fill material as necessary to achieve density required for given use.
- J. Place and compact backfill so as to minimize settlement and avoid damage to walls, utility lines and other work in place. Place backfill simultaneously on both sides of free-standing structures.
- K. It is the responsibility of the Contractor to provide all necessary compaction equipment and other grading equipment that may be required to obtain the specified compaction. Compaction of controlled backfill by travel of grading equipment will not be considered adequate for uniform compaction. Hand guided vibratory or tamping compactors will be required whenever controlled backfill may be placed adjacent to walls, footings, columns or in confined areas.
- L. Accommodate and assist geotechnical consulting engineer in collecting and testing soil samples.

Location	Required Material	Maximum Compacted Lift Thickness	Minimum Proctor Compaction	Minimum Relative Density ^(a)
Areas within 10' of Existing or Proposed Building or Structure Footing or Slab	Granular Fill	12"	90% Modified	60%
Areas Beneath Existing or Proposed Pavement (Roads, Drives, Walks)	Granular Fill	12"	90% Modified	60%
Turf Areas	Earth Fill	12"	85 % Modified	50%

(a) Minimum relative density as determined by ASTM D-4253-00 for coarse-grained soils with less than 15% by mass passing the No. 200 sieve. Applicable only when minimum proctor compaction cannot be achieved.

Table 31 20 00 -2

SECTION 31 23 16.13 - TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation of trenches, pipe bedding, backfilling and compaction for storm sewer and culverts.

1.02 RELATED SECTIONS

- A. Applicable provisions of Division 1 govern work under this section
- B. Section 31 05 00 – Common Work Results for Earthwork
- C. Section 31 20 00 – Earthmoving
- D. Section 31 25 00 – Erosion Control

1.03 REFERENCES

- A. ASTM C33-86 - Specification for Concrete Aggregate
- B. ASTM C136-84a - Method for Sieve Analysis of Fine and Coarse Aggregate
- C. ASTM D698-78 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8 mm) Drop
- D. ASTM D1557-78 - Test Methods for Moisture-Density Relations of Soil-Aggregate Mixtures Using 10-lb. (4.54- kg) Rammer and 18-in. (457-mm) Drop
- E. ASTM D2487-85 - Classification of Soils for Engineering Purposes
- F. ASTM D2922-81 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- G. ASTM D3017-78 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- H. Standard Specifications for Sewer & Water Construction in Wisconsin.
- I. Standard Specifications for Public Works Construction in the City of Madison.

1.04 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Samples: Submit 50 lb sample of each type of bedding and cover, in air-tight container, to Engineer.
- C. Field Testing Reports
 - 1. Density and Moisture Tests: Submit within 14 days of test date

1.05 MEASUREMENT AND PAYMENT

- A. There shall be no separate measurement and payment for the work described in this section. This work will be considered incidental to the work of other sections.

PART 2 PRODUCTS

2.01 GENERAL

- A. Conform to requirements of Standard Specifications.
 - 1. Where conflicts between this specification and the City of Madison Specifications exist, requirements of the City of Madison Specifications shall govern.

2.02 BEDDING AND COVER MATERIALS

- A. Bedding and cover material shall conform to the Standard Specifications.

2.03 BASE MATERIAL

- A. Base material shall conform to the Standard Specifications.

2.04 BACKFILL

- A. Granular Backfill: Durable particles ranging from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids of the coarse material. Some fine clay or loam particles are desirable, but clay or loam lumps shall not be present. Conform to the following gradation:

Granular Backfill

Sieve Size	Percent Passing By Weight
3 Inch	100
2 Inch	95-100
No. 4	35-60
Finer than No. 200	5-15

- B. Excavated Material: Natural soils classified in ASTM D2487 as Gravels (GW, GP GM and GC), Sands (SW, SP, SM and SC) and Silts and Clays (ML and CL). Silts and Clays classified as OL, MH, CH, OH, and PT are not acceptable unless specifically allowed by Engineer. Soil material shall be free from vegetable or other organic matter, trash, debris, stones larger than three inches and frozen material.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to requirements of Standard Specifications.
 - 1. Where conflicts between this specification and the Standard Specifications exist, requirements of the Standard Specifications shall govern.

3.02 EXAMINATION

- A. Verify fill materials to be used are acceptable.

3.03 PREPARATION

- A. Identify required lines, levels, contours and datum.

- B. Maintain and protect existing utilities remaining, which pass through work area.
- C. Protect plant life, lawns, and other features remaining as a portion of the final landscaping.
- D. Protect bench marks, existing structures, shore protection structures and base materials, sidewalks, paving and curbs from excavation equipment and vehicular traffic.
- E. Protect above and below grade utilities which are to remain.
- F. Strip topsoil and stockpile on site for reuse.
- G. When excavating across or within existing pavement, saw cut in neat straight lines.

3.04 DEWATERING

- A. Do not allow water to accumulate in the trench.
- B. Provide all dewatering equipment needed to accomplish the Work. Unless indicated otherwise, no additional compensation will be made for dewatering.
- C. No additional compensation will be made for crushed stone used for trench drainage.
- D. Dispose of water in a suitable manner without damage to property.
- E. Install, operate and abandon dewatering equipment in accordance with applicable state and local codes.
- F. Contact the Wisconsin DNR for a permit if the quantity of water to be pumped from dewatering equipment is in excess of 70 GPM.

Wisconsin Department of Natural Resources
Private Water Supply Section
P.O. Box 7921
Madison, WI 53707-7921

3.05 EXCAVATION

- A. Excavate subsoil to required depth and grade.
- B. Cut trenches sufficiently wide to enable installation of the utilities and allow inspection. Normal trench width below the top of the pipe shall be the nominal pipe diameter plus 24 inches. Do not undercut trench walls.
- C. Trench walls above the top of the pipe shall be as dictated by soil type and safety requirements. Provide shoring and bracing as required to maintain safe working conditions.
- D. Stockpile excavated material in area designated on site.

3.06 BEDDING

- A. Place bedding in trench before installing pipe.
- B. Support pipe during placement and compaction of bedding.
- C. Provide a minimum of 4 inches of bedding material under the pipe barrel and under the bell.
- D. Lightly consolidate the material so that it fills and supports the haunch area and encases the pipe.

PART 2 PRODUCTS

2.01 GENERAL

- A. Conform to requirements of Standard Specifications.
 - 1. Where conflicts between this specification and the City of Madison Specifications exist, requirements of the City of Madison Specifications shall govern.

2.02 BEDDING AND COVER MATERIALS

- A. Bedding and cover material shall conform to the Standard Specifications.

2.03 BASE MATERIAL

- A. Base material shall conform to the Standard Specifications.

2.04 BACKFILL

- A. Granular Backfill: Durable particles ranging from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids of the coarse material. Some fine clay or loam particles are desirable, but clay or loam lumps shall not be present. Conform to the following gradation:

Granular Backfill

Sieve Size	Percent Passing By Weight
3 Inch	100
2 Inch	95-100
No. 4	35-60
Finer than No. 200	5-15

- B. Excavated Material: Natural soils classified in ASTM D2487 as Gravels (GW, GP GM and GC), Sands (SW, SP, SM and SC) and Silts and Clays (ML and CL). Silts and Clays classified as OL, MH, CH, OH, and PT are not acceptable unless specifically allowed by Engineer. Soil material shall be free from vegetable or other organic matter, trash, debris, stones larger than three inches and frozen material.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to requirements of Standard Specifications.
 - 1. Where conflicts between this specification and the Standard Specifications exist, requirements of the Standard Specifications shall govern.

3.02 EXAMINATION

- A. Verify fill materials to be used are acceptable.

3.03 PREPARATION

- A. Identify required lines, levels, contours and datum.

- B. Maintain and protect existing utilities remaining, which pass through work area.
- C. Protect plant life, lawns, and other features remaining as a portion of the final landscaping.
- D. Protect bench marks, existing structures, shore protection structures and base materials, sidewalks, paving and curbs from excavation equipment and vehicular traffic.
- E. Protect above and below grade utilities which are to remain.
- F. Strip topsoil and stockpile on site for reuse.
- G. When excavating across or within existing pavement, saw cut in neat straight lines.

3.04 DEWATERING

- A. Do not allow water to accumulate in the trench.
- B. Provide all dewatering equipment needed to accomplish the Work. Unless indicated otherwise, no additional compensation will be made for dewatering.
- C. No additional compensation will be made for crushed stone used for trench drainage.
- D. Dispose of water in a suitable manner without damage to property.
- E. Install, operate and abandon dewatering equipment in accordance with applicable state and local codes.
- F. Contact the Wisconsin DNR for a permit if the quantity of water to be pumped from dewatering equipment is in excess of 70 GPM.

Wisconsin Department of Natural Resources
Private Water Supply Section
P.O. Box 7921
Madison, WI 53707-7921

3.05 EXCAVATION

- A. Excavate subsoil to required depth and grade.
- B. Cut trenches sufficiently wide to enable installation of the utilities and allow inspection. Normal trench width below the top of the pipe shall be the nominal pipe diameter plus 24 inches. Do not undercut trench walls.
- C. Trench walls above the top of the pipe shall be as dictated by soil type and safety requirements. Provide shoring and bracing as required to maintain safe working conditions.
- D. Stockpile excavated material in area designated on site.

3.06 BEDDING

- A. Place bedding in trench before installing pipe.
- B. Support pipe during placement and compaction of bedding.
- C. Provide a minimum of 4 inches of bedding material under the pipe barrel and under the bell.
- D. Lightly consolidate the material so that it fills and supports the haunch area and encases the pipe.

- E. If excavation is carried deeper than six inches below the pipe barrel, backfill the excess depth with material meeting the requirements of paragraph 2.04 of this section.
- F. After the pipe has been laid and jointed, place bedding materials by hand or equally careful means around the sides of the pipe and up to a level 12 inches above the pipe. Lightly consolidate the material.

3.07 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen materials.
- B. Do not backfill over wet, frozen or spongy subgrade surfaces.
- C. Granular Backfill: Place and compact materials in continuous layers not exceeding twelve (12) inches compacted depth.
- D. Natural Soil Backfill: Place and compact material in continuous layers not exceeding eight (8) inches compacted depth.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Remove surplus backfill material from site.
- G. Leave fill material stockpile areas completely free of excess fill materials.

3.08 TOLERANCES

- A. Top Surface of Backfilling: Under Paved Areas: Plus or minus .05 feet from required elevations.
- B. Top Surface of General Backfilling: Plus or minus 0.2 feet from required elevations.

3.09 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Density/moisture relationship will be determined in accordance with ASTM D1557 (Modified Proctor).
- C. Compaction testing will be performed in accordance with ASTM D2922 and ASTM D3017.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests:
 - 1. For trenches under paved areas - one test per 50 lineal feet of trench.
 - 2. For trenches under unpaved areas - one test per 100 lineal feet of trench.

3.10 COMPACTION SCHEDULE

- A. Compact to at least 95% of optimum density in accordance with ASTM D 1557.

3.11 MEASUREMENT AND PAYMENT

- A. The use of select fill for trench material is required.

When imported select fill is required by the Engineer, Construction Coordinator or City of Madison under Section 3.09 (B) of this section, the price of said select fill shall be included in the unit bid price for the installation of the conduit. No additional payment will be made.

SECTION 31 25 00 - EROSION CONTROL

PART I - GENERAL

1.1 SCOPE

- A. The work under this section consists of providing all work, materials, labor, equipment, and supervision necessary to provide and construct erosion control measures necessary to protect property and the environment. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Submittals
- Erosion Control Plan

PART 2 - MATERIALS

- General
- Erosion Mat
- Staples
- Silt Logs
- Riprap
- Tracking Pad Stone

PART 3 - EXECUTION

- General
- Grading and Earthwork
- Drainage
- Tracking Control
- Maintenance

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.
- B. 31 20 00 – Earthmoving
- C. Provide erosion control in accordance with the following references:
- Wisconsin Department of Natural Resources Technical Standards for Construction Site Erosion & Sediment Control (Technical Standards):
<http://dnr.wi.gov/org/water/wm/nps/stormwater/techstds.htm>
 - Erosion Control Product Acceptability List ("PAL"), current version as published by the WDOT available at the following website: <http://www.dot.wisconsin.gov/business/engrserv/pal.htm>.
- D. Method of measurement and basis of payment sections in any referenced erosion control documents shall not apply to this contract.

1.3 SUBMITTALS

- A. The Lead Contractor will submit the following to the A/E:
- Contractor shall mark-up of the Erosion Control Plan that is included in these documents showing additional or alternate erosion control measures as needed due to the Contractors means and methods throughout all phases of construction. The Contractor may also be required to submit calculations and backup information showing the proposed measures meet applicable regulations.

1.4 EROSION CONTROL PLAN

- A. The A/E has prepared an erosion control plan included in these documents for the project. The erosion control plan is in accordance with the City of Madison, Chapters NR 151, NR 216, and SPS 360, Wis. Adm. Code. The Contractor will provide additional or alternate erosion control measures as needed due to the contractors' means and methods throughout all phases of construction and at the request of state and local inspectors.
- B. Contractor shall comply with all the requirements of the erosion control plan, and the requirements of the General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System:
http://www.dnr.state.wi.us/org/water/wm/nps/pdf/stormwater/permits/construction/construction_permit_S067831-3.pdf). If applicable, the project specific WPDES Construction Site Stormwater Discharge Permit for Erosion Control and the City of Madison approved plan shall supersede the General Permit.
- C. Erosion control and storm water management practices shall be installed and maintained in accordance with the WDNR approved Technical Standards (or equivalent).

PART 2 - MATERIALS

2.1 GENERAL

- A. Erosion mats shall be listed on the PAL or be in accordance with the Technical Standards.

2.2 EROSION MAT

- A. Non channel erosion mat shall comply with the requirements of Class I, Type B erosion mat and Channel erosion mat shall comply with the requirements of Class II, Type B or C as defined by the PAL and Technical Standards.

2.3 SILT LOGS

- A. Cylindrical bags filled with filtering agents.

2.4 STAPLES

- A. Use biodegradable staples in accordance with manufacturer's recommendations for materials being anchored. Wood and metal staples are not allowed.

2.5 RIPRAP

- A. Riprap shall be the class specified and shall conform to Standard Specifications for Highway Construction Section 606.2.

2.6 TRACKING PAD STONE

- A. The aggregate for tracking pads shall be 3 to 6 inch clear or washed stone. All material shall be retained on a 3-inch sieve.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install and maintain erosion control measures as required by the erosion control plan throughout phases of the project. Notify Construction Representative of modifications to the erosion control plan as dictated by Contractor's means and methods, construction phasing or by differing site conditions.
- B. Contractor shall provide all erosion control measures necessary to prevent and manage polluted runoff from the construction site and discharge of sediment onto adjacent property, into storm sewers or waters of the state.
- C. Perform all work in accordance with manufacturer's instruction where these specifications do not specify a higher requirement.

3.2 GRADING AND EARTHWORK

- A. Install temporary or permanent erosion control measures applicable to each phase of grading or land disturbance prior commencing on that phase.
- B. Clear only those areas designated for the placement of improvements or earthwork before placement of the final cover. Perform stripping of vegetation, grading, excavation, or other land disturbing activities in phases to minimizing exposure of bare soil. Do not clear the site of topsoil, trees, and other natural ground covers before the commencement of construction. Retain natural vegetation and protect until the final ground cover is placed.
- C. Do not stockpile soil within 25 feet of any roadway, parking lot, paved area, or drainage structure or channel. Provide temporary stabilization and erosion control measures on disturbed areas and soil stockpiles which will remain for a period of more than 7 consecutive calendar days.
- D. Provide temporary or permanent stabilization of slopes 4:1 or greater within two weeks of grading activities.
- E. Remove surplus excavation materials from the site immediately after rough grading. The disposal site for the surplus excavation materials shall also be subject to these erosion control requirements.

3.3 DRAINAGE

- A. Convey clean or treated runoff to the nearest adequate stormwater facility. Do not discharge water in a manner that will cause erosion or sedimentation of the site or receiving stormwater facility.
- B. Protect storm sewer inlets and catch basins with inlet protection devices meeting the requirements of the WDNR Technical Standards and PAL.
- C. Dewatering discharge shall be routed to a sedimentation basin or sedimentation vessel to reduce the discharge of sediments to meet the requirements of WDNR 151. Do not discharge water in a manner that will cause erosion or sedimentation of the site or receiving stormwater facility.

3.4 TRACKING CONTROL

- A. Construct and maintain Tracking Pads in accordance with the Technical Standards. Provide each entrance to the site with a stone tracking pad at least 50 feet in length with a minimum thickness of 12 inches. The tracking pad shall be the full width of the egress point. Inspect tracking pads on a daily basis and replace aggregate when no longer effective.

- B. If necessary, provide a crushed aggregate paved parking area.
- C. If applicable, wash water shall be discharged to sedimentation basins, sedimentation vessels, or other such control areas. Untreated wash water shall not be routed to storm sewers or waters of the state.

3.5 MAINTENANCE

- A. Contractor shall inspect all erosion control measures within 24 hours of the end of each rainfall event that exceeds 0.5", or daily during periods of prolonged rainfall, or weekly during periods without rainfall. Immediately repair and/or replace any and all damaged, failed, or inadequate erosion control measures.
- B. Maintain records of all inspections and any remedial actions taken on-site to be presented to any local or state inspectors.
- C. Remove any sediment reaching a public or private roadway, parking lot, sidewalk, or other pavement. Do not remove tracked sediments by flushing. Completely remove any accumulations not requiring immediate attention at least once daily at the end of the workday.
- D. Frequently dispose of all waste and unused construction materials in licensed solid waste or wastewater facilities. Do not bury, dump, or discharge, any garbage, debris, cleaning wastes, toxic materials, or hazardous materials on the site, on the land surface or in detention basins, or otherwise allow materials to be carried off the site by runoff onto adjacent lands or into receiving waters or storm sewer systems.

SECTION 32 11 23. 33 - DENSE GRADED BASE

PART 1 - GENERAL

1.1 SCOPE

- A. The work under this section consists constructing a dense graded base using crushed stone or crushed gravel. The contractor may also use crushed concrete, reclaimed asphaltic pavement, reprocessed material, or blended material with approval of the A/E.

PART 1 - GENERAL

- Scope
- Related Work
- References
- Continuity of Existing Traffic
- Provisions for Future Work or Work by Others
- Provisions for Future or Work by Others

PART 2 - MATERIALS

- General

PART 3 - EXECUTION

- Construction
- Compaction
- Cleanup

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.
- B. 31 05 00 – Common Work Results for Earthwork and Exterior Improvements
- C. 32 12 16.13 – Plant Mix Asphalt Paving
- D. 32 33 00 – Walks Curb and Gutter Concrete

1.3 REFERENCE

- A. Wherever WisDOT or SSHSC appears in this specification it shall be construed to mean the pertinent sections of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction (SSHSC), current edition, and all supplemental and interim supplemental specifications, as they may pertain, except this contract shall be a lump sum contract and measurement and basis of payment methods shall not apply.
- B. Applicable provisions of Division 1 shall apply to this section.

1.4 CONTINUITY OF EXISTING TRAFFIC, PARKING, AND UTILITIES

- A. Do not interrupt or change existing traffic, delivery, parking, or utility services without prior written approval from the Owner. When a traffic interruption is required, coordinate schedule with the Owner to minimize disruptions.

1.5 PROTECTION OF EXISTING WORK AND FACILITIES

- A. The Contractor shall verify the locations of, and protect, any signs, adjacent paved surfaces, structures, landscaping, lights, utilities, and all other such facilities that may be encountered or interfered with during the progress of the work. The contractor shall take measures necessary to safeguard existing work and facilities which are outside the limits of the work or items which are within the construction limits but are intended to remain.

1.6 PROVISIONS FOR FUTURE WORK OR WORK BY OTHERS

- A. The contractor shall coordinate his work and access to the site with the work and access requirements of all other contractors prior to the start of work -- especially when such work will connect to, or be connected to, other work.

PART 2 - MATERIALS

2.1 GENERAL

- A. Provide a minimum of 4" of crushed aggregate base course under sidewalks and curb and gutter. Match existing dense graded base for incidental pavement reconstruction. Provide Materials shall conform to Section 301.2 of the WisDOT Standard Specifications for Highway and Structure Construction. Material gradations shall conform to Section 305.2.2 of the WisDOT Standard Specifications for Highway and Structure Construction unless specified elsewhere in the contract documents.
- B. Provide a minimum of 6" of dense-graded base course per Section 305, 75mm, of the WisDOT Standard Specifications for Highway and Structures Construction over 4" of dense-graded base course per Section 305, 31.5mm under new asphalt sections.

- C. Provide a minimum of 3" of crushed aggregate base course under concrete surface within paved parking island areas. Provide Materials shall conform to Section 301.2 of the WisDOT Standard Specifications for Highway and Structure Construction. Material gradations shall conform to Section 305.2.2 of the WisDOT Standard Specifications for Highway and Structure Construction unless specified elsewhere in the contract documents.
- D. No change shall be made the existing subgrade material where the pavement will be grinded or milled.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Preparing the Foundation

1. Prepare the foundation, or resurface the previously placed base layer, as specified in WisDOT Section 211 before placing base. Do not place base foundations that are soft, spongy, or covered by ice or snow. Water and rework or re-compact dry foundations as necessary to ensure proper compaction.
2. For new pavement areas, proof-roll all subgrade areas that are to receive aggregate base or pavement. Proof-roll with a loaded dump truck prior to the placement of base courses to locate soft spots that yield under loading. Over-excavate (undercut) areas of soft subgrade that will not compact readily when proof rolled or tamped. Backfill with breaker run or select crushed material as approved by the A/E.
3. For removal and overlay areas, proof-roll all existing subgrade. Proof-roll with a loaded dump truck prior to the placement of new asphalt to locate soft spots that yield under loading. Over-excavate (undercut) areas of soft subgrade. Backfill with breaker run or select crushed material as approved by the A/E.

B. Stockpiling

1. Build and maintain stockpiles using methods that minimize segregation and prevent contamination. If the contract specifies location, place stockpiles where specified. Clear and prepare stockpile areas to facilitate the recovery of the maximum amount of stockpiled material.

C. Constructing Base

1. Place aggregate in a manner that minimizes hauling on the subgrade. Do not use vehicles or operations that damage the subgrade or in-place base. Deposit material in a manner that minimizes segregation.
2. Construct the base to the width and section the plans show. Shape, and compact the base surface to within 0.04 feet (12 mm) of the plan elevation.
3. Ensure there is adequate moisture in the aggregate during placing, shaping, and compacting to prevent segregation and achieve adequate compaction.

D. Standard Compaction

1. Compact the base until there is no appreciable displacement, either laterally or longitudinally, under the compaction equipment. Route hauling equipment uniformly over previously placed

base. Compact each layer before placing a subsequent layer. If the material is too dry to readily attain the required compaction, add water as necessary to achieve compaction

E. Controlling Dust

1. Apply water or other engineer-approved dust control materials to control dust during construction and maintenance of the base and shoulders.

3.2 COMPACTION

A. General

1. Compact each base layer, with equipment specified in WisDOT Section 301.3.1. Use standard compaction conforming to WisDOT Section 301.3.4.2, unless the special provisions specify other methods. Final shaping of shoulder foreslopes does not require compaction.

B. Compacting 1 1/4-Inch Base and 3/4-Inch Base

1. If using a pneumatic roller, do not exceed a compacted thickness of 6 inches (150 mm) per layer. For the first layer placed over a loose sandy subgrade, the contractor may, with the owner or geotechnical engineer's approval, increase the compacted layer thickness to 8 inches (200 mm). If using a vibratory roller, do not exceed a compacted thickness of 8 inches (200 mm) per layer.

C. Compacting 3-Inch Base

1. Compact with a vibratory or pneumatic roller. Do not exceed a compacted thickness of 9 inches (225 mm) per layer.

3.3 CLEANUP

- A. After the project is completed, thoroughly clean up all debris which may have accumulated during the placement of dense graded base. Replace or repair as required, all surfaces and/or landscape features damaged or disturbed under this item of work.

SECTION 32 12 16. 13 - PLANT MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 SCOPE

- A. The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide and construct the paving and surfacing as provided for in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL

- General
- Related Work
- References
- Provisions for Future Work

PART 2 - MATERIALS

- Hot Mix Asphalt (HMA) Pavements

PART 3 - EXECUTION
Hot Mix Asphalt (HMA) Pavements
Pavement Repairs

1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.
- B. 31 05 00 – Common Work Results for Earthwork and Exterior Improvements
- C. 32 11 23.33 – Dense Graded Base

1.3 REFERENCES

- A. Wherever WisDOT or SSHSC appears in this specification it shall be construed to mean the pertinent sections of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction (SSHSC), current edition, and all supplemental and interim supplemental specifications, as they may pertain, except this contract shall be a lump sum contract and measurement and basis of payment methods shall not apply.
- B. Applicable provisions of Division 1 shall apply to this section.

1.4 PROVISIONS FOR FUTURE WORK

- A. Coordinate work and access to the site with the work and access requirements of all other contractors prior to the start of work -- especially when such work will connect to, or be connected to, other work.

PART 2 - MATERIALS

2.1 HOT MIX ASPHALTIC (HMA) PAVEMENT

- A. Provide HMA pavement Type E-0.3 conforming to the requirements of WisDOT SSHSC Section 450 and Section 460, Table 460-2. Utilize the same material type throughout the paving operation unless noted elsewhere on the plans. Conform all materials provided under this section to the requirements of WisDOT SSHSC, Section 455 and as revised in any current Supplemental Specifications.
- B. Bituminous Upper Layer to conform to the requirements of WisDOT SSHSC Section 460, Table 460-1, 9.5mm.
- C. Bituminous Lower Layer to conform to the requirements of WisDOT SSHSC Section 460, Table 460-1, 12.5 mm.

PART 3 - EXECUTION

3.1 HOT MIX ASPHALT (HMA) PAVEMENT

- A. Conform all work under this section to WisDOT SSHSC, Section 450 and Section 460. Provide HMA binder with minimum thickness of 2-1/4 inches. Provide HMA surface course with minimum thickness of 1-3/4 inches.

3.2 PAVEMENT REPAIRS

- A. Sawcut all pavement surfaces to neat and straight lines at the limits of removal by a two-step method. Limit the initial pavement removal to the immediate area of the proposed work. Full depth sawcutting is not required for this phase of removal. After the work is completed, make a full depth sawcut to neat and straight lines outside the widest point of pavement disruption. Sawcut the lines of the repair parallel to existing joints, or parallel to or perpendicular to pavement edges so as to form a neat patch. Carefully remove all remaining pavement within the sawcut area to the lines of the sawcut. Do not disturb the existing base materials between the area disturbed by the work and the sawcut line by the sawcutting, pavement removal, or pavement replacement processes.
- B. Remove all walks, curbs, and other jointed paving by sawcutting at the nearest joint beyond the limits of removal.
- C. Adjust all inlets, manholes, catch basins, valve boxes, and other such castings to match new finished grade as incidental work.

SECTION 32 33 00 - SIDEWALKS, CURB & GUTTER CONCRETE

PART 1 - GENERAL

1.1 SCOPE:

- A. This section applies to all new and patching of curb & gutter and sidewalk applications for the site. Applicable provisions of Division 1 shall govern Work under this Section. All Curb & Gutter shall conform to section 601 of the State of Wisconsin Standard Specifications for Highway and Structure Construction Sidewalks shall conform to applicable portions of section 602 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.
- B. Index

PART 1 - GENERAL

- Scope
- Section Includes
- References
- Submittals
- Project Record Documents
- Quality Assurance
- Coordination

PART 2 - PRODUCTS

- Concrete Materials
- Admixtures
- Accessories
- Joint Devices and Filler Materials
- Concrete Mix

PART 3 - EXECUTION

- Examination
- Preparation
- Placing Concrete
- Concrete Finishing
- Curing and Protection
- Field Quality Control

Patching
Defective Concrete

1.2 SECTION INCLUDES

- A. New concrete sidewalks and concrete curbs and gutters, concrete pavement within parking islands, and patching of existing concrete sidewalk and curb and gutter work. New sidewalks, curbs and gutters shall match the design and thickness of the existing adjacent sidewalk, curb and gutter work.

1.3 RELATED SECTIONS

- A. Section 31 25 00 Erosion Control
- B. Section 31 20 00 Earthmoving
- C. Section 32 11 23.33 Dense Graded Base

1.4 REFERENCES

- A. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- B. ACI 305R - Hot Weather Concreting.
- C. ACI 306R - Cold Weather Concreting.
- D. ACI 308 - Standard Practice for Curing Concrete.
- E. ANSI/ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- F. ASTM C33 - Concrete Aggregates.
- G. ASTM C94 - Ready-Mixed Concrete.
- H. ASTM C150 - Portland Cement.
- I. ASTM C618 - Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.

1.5 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Submit concrete mix design.
- C. Product Data: Provide data on joint devices, attachment accessories, admixtures, non-shrink grout and patching mortar and accessories.
- D. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Division 1.
- B. Accurately record actual locations of embedded utilities and components which are concealed from view.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 304.
- B. Maintain one copy of document on site.
- C. Acquire cement and aggregate from same source for all work.
- D. Conform to ACI 305R when concreting during hot weather.
- E. Conform to ACI 306R when concreting during cold weather.
- F. Approval of the use of high-range water-reducing admixture will be contingent in part on assurances that the manufacturer's representative will be on-site for at least the first two days of use and will be available to provide consultation through concrete completion of project.

1.8 COORDINATION

- A. Coordinate work under provisions of Division 1.
- B. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type 1 - Air Entraining, (Portland Type) with Fly Ash or Type II - Air Entraining Portland, Moderate Sulfate Resistance type.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260; Daravair manufactured by W.R. Grace & Co. or approved equal.
- B. Chemical: ASTM C494:
 - 1. Type A - Water-Reducing; WRDA with Hycol or WRDA-82 manufactured by W.R. Grace & Co.; or approved equal.
 - 2. Type D - Water-Reducing, Set Retarder; Daratard-17 manufactured by W.R. Grace & Co.; or approved equal.
 - 3. Type F (or G) - High-Range Water-Reducing; Daracem-100 manufactured by W.R. Grace & Co.; WRDA-19 manufactured by W.R. Grace & Co.; or approved equal.
 - 4. Fly Ash: ASTM C618; Class C and test results to prove increased sulfate resistance.

2.3 ACCESSORIES

- A. Epoxy Bonding Agent: Non-solvent two component polysulfide epoxy; Concessive paste as manufactured by MasterBuilders; or approved equal.

- B. Non-Shrink Grout; Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; plastic or stiff consistency capable of developing minimum compressive strength of 3000 psi in 3 days and 7,000 psi in 28 days; such as SET Non-Shrink Grout manufactured by Master Builders or approved equal.
- C. Patching Mortar; Polymer modified Cement Mortar, for patching & overlay of concrete surfaces; Sika Top or approved equal.

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler: As specified in Section 03251.
- B. Sealant and Primer: As specified in Section 07900.

2.5 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94.
- B. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
- C. Provide concrete to the following criteria:
 - Concrete Sidewalks, Curb and Gutters: Compressive Strength (28 days): 3000 psi.
- D. Use accelerating admixtures in cold weather only when approved by A/E. Use of admixtures will not relax cold weather placement requirements.
- E. Use set retarding admixtures during hot weather only when approved by A/E.
- F. Add air entraining agent to normal weight concrete mix for work exposed to exterior, air shall be 6.0% plus or minus 1.5%.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 1.
- B. Verify requirements for concrete cover over reinforcement.

3.2 PREPARATION

- A. Verify subgrade has been placed per section 32 11 23.33 – Dense Graded Base.
- B. Prepare previously placed concrete by cleaning with steel brush and applying epoxy bonding agent in accordance with manufacturer's instructions.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack with epoxy bonding agent.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304, 318 and 350.
- B. The concrete shall be 5" thick in sidewalks.

- C. Notify A/E a minimum of 24 hours prior to commencement of operations.
- D. Ensure reinforcement, inserts, embedded parts, formed joint fillers are not disturbed during concrete placement.
- E. Install joint fillers, primer and sealant in accordance with manufacturer's instructions. Joint filler shall be compatible with sealant and suitable for intended purpose.
- F. Separate slabs on grade from vertical surfaces with 1/2-inch thick joint filler or as indicated on Drawings.
- G. Extend joint filler from bottom of slab to within 1/2-inch of finished slab surface. Conform to Section 07 90 00 for finish joint sealant requirements.
- H. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.
- I. Place concrete continuously between predetermined expansion, control and construction joints.
- J. Saw cut joints within 24 hours after placing. Using 3/16 inch thick blade, cut into 1/4 depth of slab thickness.
- K. Slope to obtain proper surface drainage.

3.4 CONCRETE FINISHING

- A. Finish Schedule:
 - 1. Broom exterior slabs, sidewalks and curb and gutters. Broom concrete at right angles to direction of traffic.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Division 1.
- B. Provide free access to Work and cooperate with field inspectors.
- C. Submit proposed mix design of each class of concrete for review prior to commencement of Work.
- D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- E. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- F. One slump test will be taken for each set of test cylinders taken along with test for entrained air per ASTM C231 pressure method for normal weight concrete.

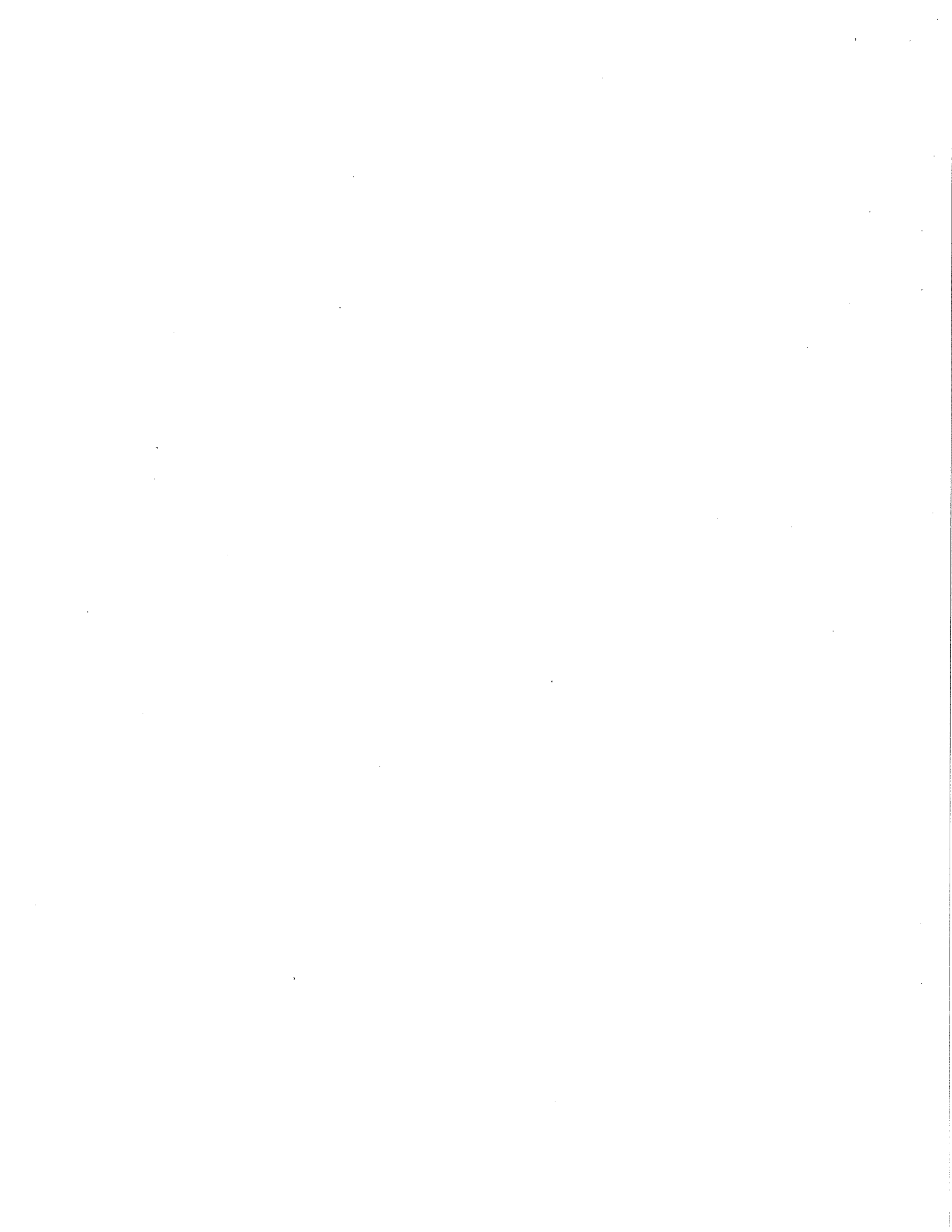
G. Testing is the responsibility of the contractor. Contractor to report results to the A/E.

3.7 PATCHING

- A. Allow field inspectors to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect upon discovery.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the field inspector and/or owner/owners representative.





Department of Public Works
City Engineering Division

Robert F. Phillips, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
FAX 608 264 9275
www.cityofmadison.com

608 266 4751

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineers
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

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

Operations Supervisor
Kathleen M. Cryan

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

Financial Officer
Steven B. Danner-Rivers

Hydrogeologist
Brynn Bemis

5/8/2013

NOTICE OF ADDENDUM
ADDENDUM NO. 1

CONTRACT NO. 7106

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Bid Item #1: Mobilization covers all work not included in the bid items #2 - #19 that is required of the Contractor to provide a complete and safe project. This work shall include the survey to provide layout for grades and alignment of the curbs and islands, protection of trees and shrubs, surfaces and equipment and placement of the chain link fence as indicated on sheet C-1.0. This also includes sidewalk closures, as needed, which shall be done per City of Madison standards, including required barricades, signs and permits.

Bid Item #3: It is the Contractor's option to mill or pulverize the existing asphalt pavement. Saw cutting pavement as indicated on details relates to the Contractor's option to mill the surface.

Bid Items # 5, #6 and #7: These bid items relate to erosion control. The Contractor is to provide erosion control as indicated in bid items #5 (tracking mat), #6 (inlet protection) and #7 (silt sock) and as specified in Spec Section 31 25 00 and as indicated on sheet C-2.0 and detailed.

Bid Item #8: Areas that require undercutting due to unsatisfactory base shall be backfilled as specified. Cost for excavation and backfill are included in this bid item.

Bid Item #9: The electrical installation is to include a Type 1 handhole at the base of the poles to accommodate the transition from conduit placement on the existing poles to the buried conduit.

Bid Item #11: Sidewalk patching/extensions include sections of new added walk at areas identified on sheet C-1.0. No replacement of existing sidewalks is anticipated. Replacement of existing sidewalks damaged by the Contractor shall be at the Contractor's expense.

Bid Item #12: This item includes areas that will require re-grading, see sheet C-2.0. Bid item includes removal of existing sub-base, placement of crushed aggregate and compaction.

Bid Item #15. Detectable Warning Field shall be 2'-0" x 4'-0" as shown on Madison Standard detail drawing 3.04.

Detector (traffic) loops will be provided and installed by City of Madison Traffic Engineering. The Contractor is to contact Madison Parking Utility when the existing loops are to be abandoned and then coordinate installation of new loops with City staff.

Please acknowledge this addendum on page E1 of the contract documents.

Electronic version of these documents can be found on Bid Express at:

<https://www.bidexpress.com/>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

David C. Dryer, P.E., City Traffic Engineer



SECTION E: BIDDERS ACKNOWLEDGEMENT

BRAYTON LOT RESURFACING
CONTRACT NO. 7106

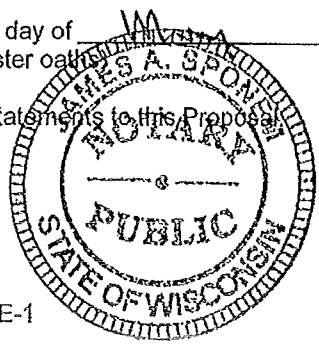
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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. 1 through issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Raymond P. Sattell, Inc. (name of Corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of ; a partnership consisting of ; an individual trading as ; of the City of State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE

[Signature]
TITLE, IF ANY

Sworn and subscribed to before me this 12 day of March, 2013.
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 12-21-14
Bidders shall not add any conditions or qualifying statements to this Proposal.



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 Statutes.

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

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

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

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box
City
State and Zip Code

Name of Business

Street Address or P O Box
City
State and Zip Code

Name of Business

Street Address or P O Box
City
State and Zip Code

Best Value Contracting

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

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

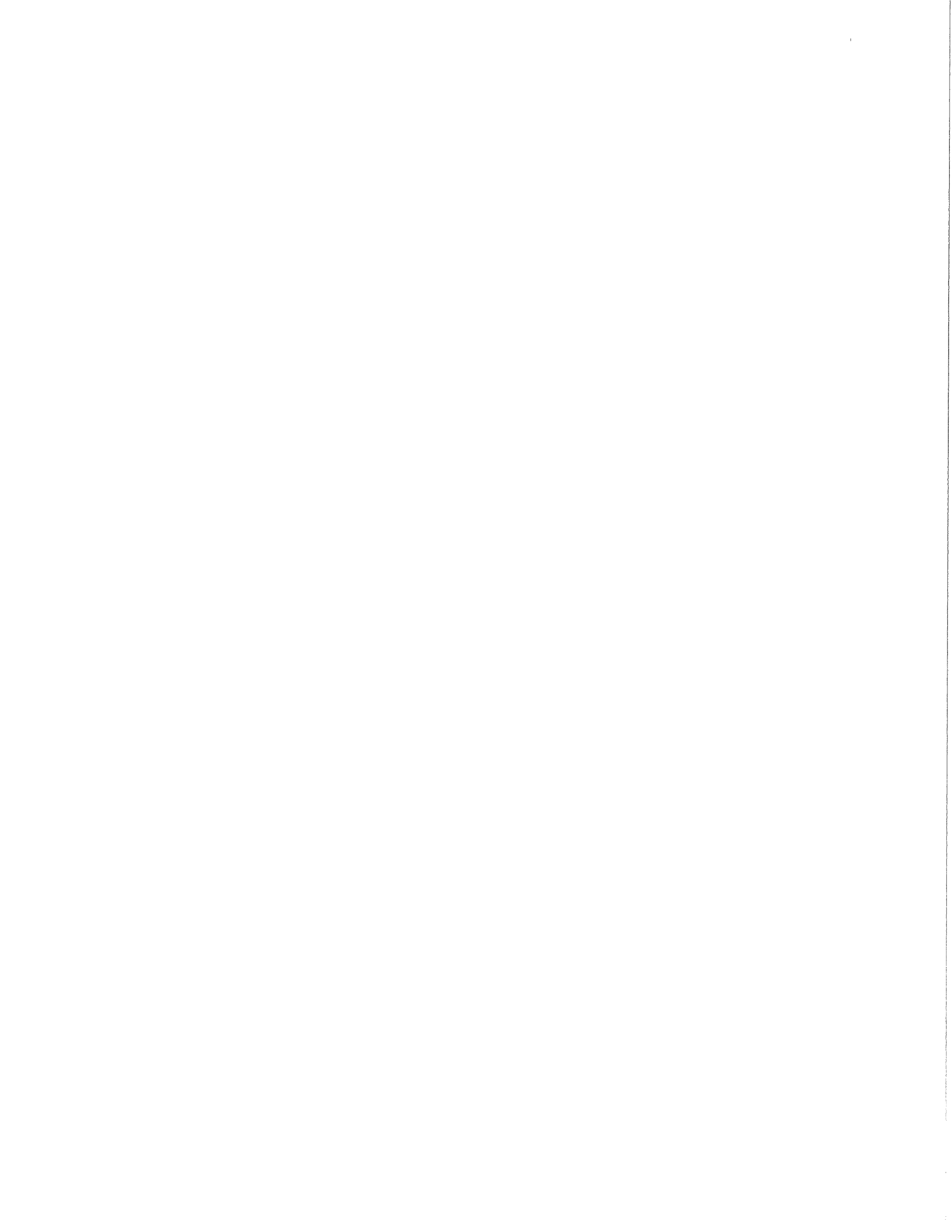
CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

- ┌ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC
INSTALL / SERVICE
- ┌ GLAZIER
- ┌ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- ┌ INSULATION WORKER (HEAT and FROST)
- ┌ IRON WORKER
- ┌ IRON WORKER (ASSEMBLER, METAL BLDGS)
- ┌ PAINTER and DECORATOR
- ┌ PLASTERER
- ┌ PLUMBER
- ┌ RESIDENTIAL ELECTRICIAN
- ┌ ROOFER and WATER PROOFER
- ┌ SHEET METAL WORKER
- ┌ SPRINKLER FITTER
- ┌ STEAMFITTER
- ┌ STEAMFITTER (REFRIGERATION)
- ┌ STEAMFITTER (SERVICE)
- ┌ TAPER and FINISHER
- ┌ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- ┌ TILE SETTER



BRAYTON LOT RESURFACING
CONTRACT NO. 7106

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: Raymond P. Cattell Inc
Address: 2401 Vondra Rd
Telephone Number: 222-3190 Fax Number: 222-2753
Contact Person/Title: Art Markesey

Prime Bidder Certification

I, Art Markesey, Secretary of
Name Title
Raymond P Cattell Inc 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. Spenn
Witness' Signature

[Signature]
Bidder's Signature

5/10/13
Date

BRAYTON LOT RESURFACING
CONTRACT NO. 7106

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

quote
in 30 AM
to High

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bono Surveying & Engineering Survey		2.67%
SBE Trucking P&D		1.95 %
(See Attached)		%
Askle Trucking		2.08 2.08 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		4.03 %

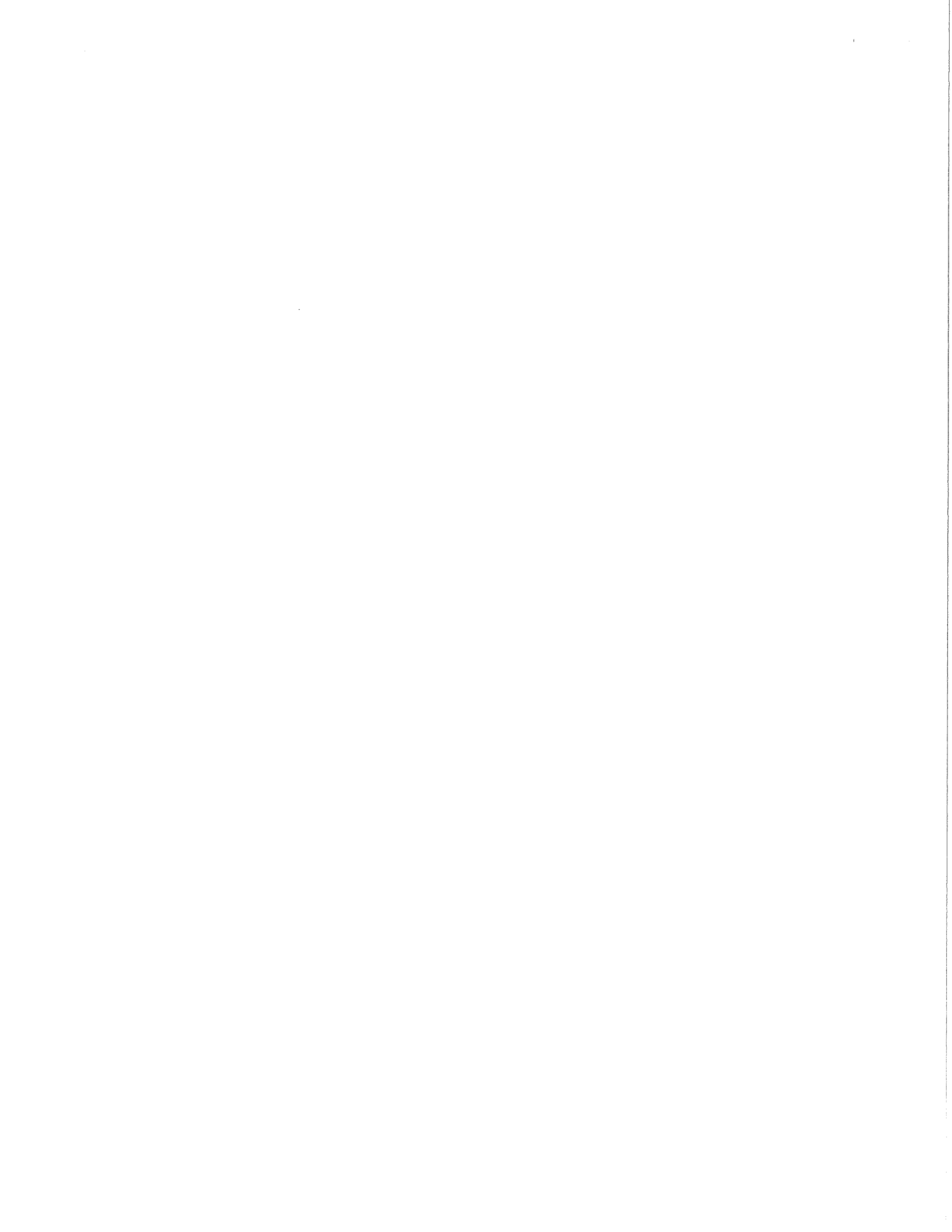
SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	$\underline{\quad} \% \times 0.6 =$	$\underline{\quad} \% \text{ (discounted to 60\%)}$

Total Percentage of SBE Utilization: 4.03 %.

Raymond P Cattell – Contract #7106

Item Code	Description	Quantity	Units	Unit Price	Extension
1.0	Mobilization	2.0000	EA	\$12,850.00	\$25,700.00
2.0	Removal / Demolition curbs	2,445.0000	LF	\$4.10	\$10,024.50
3.0	Mill / Pulverize and Relay asphalt (includes asphalt islands)	9,650.0000	SY	\$2.65	\$25,572.50
4.0	Removal of overhead electric	666.0000	LF	\$3.00	\$1,998.00
5.0	Tracking Pad (install and maintain)	1.0000	EA	\$1,000.00	\$1,000.00
6.0	Inlet Protection, Type D (install, maintain, remove)	7.0000	EA	\$250.00	\$1,750.00
7.0	Interim manufactured perimeter control product (install, maintain, remove)	330.0000	LF	\$7.00	\$2,310.00
8.0	Over excavate areas (undercut)	50.0000	CY	\$45.00	\$2,250.00
9.0	Underground electric installation (including conduit, bases and pull wire)	666.0000	LF	\$21.00	\$13,986.00
10.0	Concrete Islands - 5" thick concrete (includes rock base)	5,101.0000	SF	\$4.00	\$20,404.00
11.0	Sidewalk Patching / Extensions (per City standards)	1,549.0000	SF	\$4.25	\$6,583.25
12.0	Crushed Aggregate Base Course 10" (regrade areas only)	1,038.0000	TON	\$21.00	\$21,798.00
13.0	Retaining Wall / Tall Curb	267.0000	LF	\$37.00	\$9,879.00
14.0	18" Concrete Curb and Gutter (including rock base)	2,303.0000	LF	\$11.50	\$26,484.50
15.0	Detectable Warning Field	1.0000	EA	\$225.00	\$225.00
16.0	Asphaltic Pavement (Binder Course) - 2-1/4"	8,571.0000	SY	\$7.95	\$68,139.45
17.0	Asphaltic Pavement (Surface Course) - 1-3/4"	8,571.0000	SY	\$6.75	\$57,854.25
18.0	Tack Coat	8,571.0000	SY	\$0.10	\$857.10
19.0	Pavement Marking	1.0000	LS	\$1,800.00	\$1,800.00





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. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Manager
Kathleen M. Cryan

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

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

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 Ohio (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.

PRINCIPAL

Raymond P. Cattell, Inc.

COMPANY NAME

AFFIX SEAL

DATE

12-28-2011

By:

SIGNATURE AND TITLE

James A. Sporn, Treasurer

SURETY

The Ohio Casualty Insurance Company

COMPANY NAME

AFFIX SEAL

December 14, 2011

DATE

By:

SIGNATURE AND TITLE

Account Manager

Eileen Miller

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2513583 for the year 2011-2012, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 14, 2011
DATE

Eileen Miller
AGENT

M3 Insurance Solutions, Inc.
3113 West Beltline Highway
ADDRESS

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.

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

No. 44-090

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. VanDam, 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 thereon

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.



J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

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 above written.



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

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 sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

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 14th day of December, 2011.



Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.

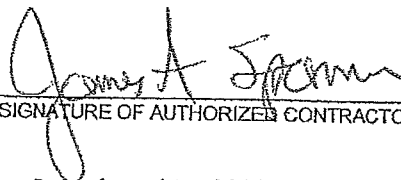
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) 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

SECTION H: AGREEMENT

THIS AGREEMENT made this 19 day of JUNE in the year Two Thousand and Thirteen between RAYMOND P. CATTELL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

BRAYTON LOT RESURFACING CONTRACT NO. 7106

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND FIFTY-FIVE CENTS (\$298,615.55) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has

varying rates of pay which are determined by the type of work that is done within the classification. For example} the classification "Operating Enginee(J provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Enginee(J based on the highest class of work that is done in one day. Therefore} an "Operating EngineerlsJJ 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 Enginee('. 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 employeels proper classification.

Questions regarding an employeels 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.

**BRAYTON LOT RESURFACING
CONTRACT NO. 7106**

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:

[Signature] 6/19/13
Witness Date

[Signature] 6/19/13
Witness Date

RAYMOND P. CATTELL, INC.
Company Name

[Signature] 6-19-13
President Date

[Signature] 6-19-13
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 5th day of July

[Signature]
Witness

[Signature] 6/20/13
Mayor Date

[Signature]
Witness

[Signature] for 6/20/13
City Clerk Date

Handwritten text, possibly a signature or date, located in the upper right quadrant of the page.

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RAYMOND P. CATTELL, INC., as principal, and The Ohio Casualty Insurance Company Company of Keene, New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND FIFTY-FIVE CENTS (\$298,615.55), lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

BRAYTON LOT RESURFACING
CONTRACT NO. 7106

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

Signed and sealed this 19th day of June, 2013

Countersigned:

[Signature]
Witness
[Signature]
Secretary

RAYMOND P. CATTELL, INC.
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

The Ohio Casualty Insurance Company
Surety Seal
 Salary Employee Commission
By Heidi Hodel [Signature]
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2380521 for the year 2013, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 19, 2013
Date

Heidi Hodel [Signature]
Agent



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. 5972622

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.

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

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
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.



By: *KD Riley*
KD Riley, Notary 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.

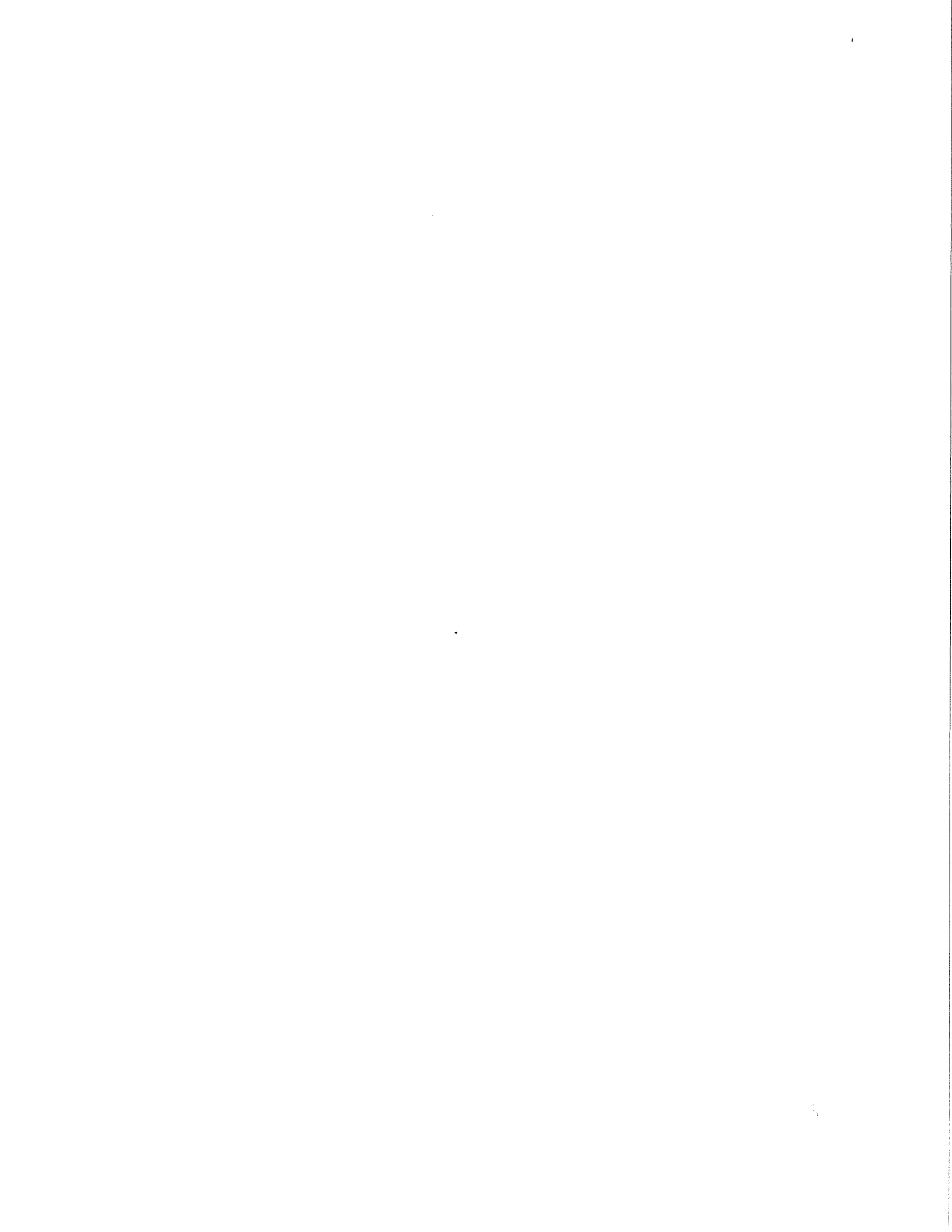
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of June, 2013.



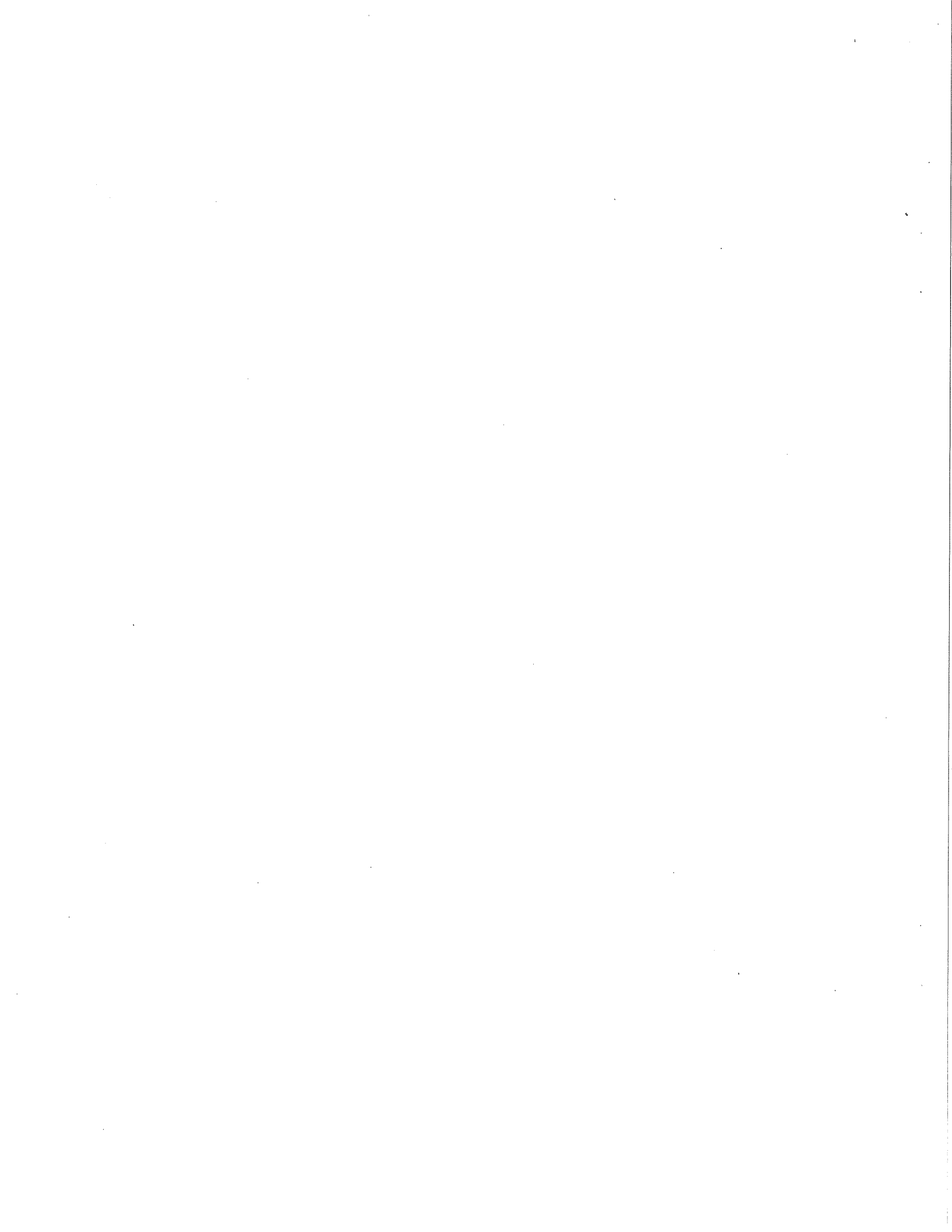
By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



SECTION J: PREVAILING WAGE RATES



PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201300080

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>FRINGE BENEFITS MUST BE PAID ON ALL HOURS WORKED</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
			\$	\$	\$
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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

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

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	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

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

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

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

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

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

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

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

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

SEWER, WATER OR TUNNEL CONSTRUCTION
--

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

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

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

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

LABORERS

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
	<p>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>			
535	<p>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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	34.22	19.90	54.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	33.96	19.90	53.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; 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 WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a 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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a 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 Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

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

LABORERS

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

Fringe Benefits Must Be Paid On All Hours Worked

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

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	31.89	18.20	50.09
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	28.70	4.91	33.61

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