Contract ROUTING: Routine	Routing Form	printed on: 03/04/2014			
Contract between: Payne & Dolan Inc. and Dept. or Division: Engineering Division Name/Phone Number:					
Project: Resurfacing 2014 - Aspha	lt Pavement Pulveri	izing & Paving			
Contract No.:         7219         File No.:         32974           Enactment No.:         RES-14-00151         Enactment Date:         02/28/2014           Dollar Amount         1,448,826.70         Enactment Date:         02/28/2014					
(Please DATE before routing)					
Signatures Required	Date Received	Date Signed			
City Clerk	3-4-2014	13-4;2014			
Director of Civil Rights	3-4-2012	3/14/14/100,			
Risk Manager COI attached	1 3.17.14	3/18/14 RA			
Finance Director	3.18.14	3-18-14 pm			
City Attorney $\#337$	3-18,2014	32014 pal			
Mayor	13-21-14	3-21-14			
Please return signed Contracts to the City Clerk's Office Room 103, City-County Building for filing. Original + 2 Copies $7081537219$ pam 3/18/14 03/04/2014 09:23:54 enjls - John Fahrney, 266-9091					

Dis Rights:	A Problem - Hold
Contract Va	AA Agency / No ue: <u>400 agene</u>
Amendmen	Addendum #
Type: POS	PW/ Goal/ Loan / Agrmt

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City of Madison - File #: 32974

# CITY OF MADISON · WISCONSIN

Legislation

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Common Council

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Awarding Public Works Contract No. 7219, Resurfacing File #: 32974 Version: 1 Name: 2014 - Asphalt Pavement Pulverizing & Paving. Type: Resolution Status: Passed BOARD OF PUBLIC File created: 1/29/2014 In control: WORKS On agenda: 2/25/2014 Final action: 2/25/2014 Enactment #: Enactment date: 2/28/2014 RES-14-00151 Awarding Public Works Contract No. 7219, Resurfacing 2014 - Asphalt Pavement Title: Pulverizing & Paving. BOARD OF PUBLIC WORKS Sponsors: Attachments: 1. Contract 7219.pdf Text History (3)

#### **Fiscal Note**

Details

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

Title

Awarding Public Works Contract No. 7219, Resurfacing 2014 - Asphalt Pavement Pulverizing & Paving.

#### Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:** 

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7219) for itemization of bids.

TO: J. J. J. HANSON #7219 CC 2125/14 DOHN F.

CONTRACTOR

AMOUNT OF BID

7219 2014 – ASPHALT PAVEMENT PULVERIZING & PAVING

PAYNE & DOLAN, INC.

\$1,448,826.70

Acct. No. CS53-58260-810358-00-53W1699	\$1,432,558.70
Contingency 3% <u>+</u>	42,977.00
Plan & Prep 5% <u>+</u>	<u>71,624.30</u>
Sub-Total	\$1,547,160.00
Acct. No. EW01-58599-810458	\$16,268.00

Acct. No. EW01-58599-810458 Contingency 3%<u>+</u> Sub-Total

<u>\$1,563,920.00</u>

<u>492.00</u> \$16,760.00

**GRAND TOTAL** 

1 F:\Encommon\Misc\MARSHA\2014 Council Meeting\Feb 25\Contract 7219.doc General Action State

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#### Wisconsin Office of the Commissioner of Insurance

Licensed Producer Search\*

Monday, February 24, 2014

#### CODY, KELLY L GREEN BAY WI

Year of Birth: 1978 Status: Active License Number: 2433336 NPN\*\*: 7835807 Effective Date: 08-22-2003 Expiration Date: 03-31-2015 License Type: Resident Intermediary Indv CE Compliance: 03-31-2015

#### **Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Property	Resident	08-22-2003	Active
Casualty	Resident	08-22-2003	Active

#### **Appointments and Terminations**

, , , ,	lification e/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual	CAS/Active	07-13-2012		
Insurance Company	PROP/Active	07-13-2012		
ALLIED Property and	CAS/Active	09-28-2006		
Casualty Insurance Company	PROP/Active	09-28-2006		
AMCO Insurance	CAS/Active	09-28-2006		
Company	PROP/Active	09-28-2006		
American Casualty Company of Reading,	CAS/Inactive	05-02-2006	09-20-2011	Vol. Surrender per Agent Rqst
Pennsylvania	CAS/Inactive	10-14-2003	11-17-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-02-2006	09-20-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-14-2003	11-17-2004	Vol. Surrender per Agent Rqst
American Contractors Indemnity Company	CAS/Active	06-04-2009		
American Economy Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		
American Fire and Casualty Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

# Print Version of Licensed Producers Search - Detail

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American States Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Arch Insurance Company	CAS/Active PROP/Active	04-13-2011 04-13-2011		
Argonaut Insurance Company	CAS/Active PROP/Active	01-13-2012 01-13-2012		
Berkley Insurance Company	CAS/Active	07-09-2013		
Berkley Regional Insurance Company	CAS/Active PROP/Active	03-23-2005 03-23-2005		
Capitol Indemnity Corporation	CAS/Active PROP/Active	06-16-2011 06-16-2011		
Charter Oak Fire Insurance Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Colonial American Casualty and Surety Company	CAS/Active PROP/Active	10-02-2012 10-02-2012		
Consolidated Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Continental Casualty Company	CAS/Active PROP/Active	10-14-2003 10-14-2003		
Depositors Insurance Company	CAS/Active PROP/Active	09-28-2006 09-28-2006		
Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	10-02-2012 10-02-2012		
First National Insurance Company of America	CAS/Active PROP/Active	03-23-2009 03-23-2009		
First Sealord Surety, Inc.	CAS/Inactive	05-21-2004	02-08-2012	Canceled
General Insurance Company of America	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Guarantee Company of North America USA, The	CAS/Active	09-08-2010		
Hawkeye-Security Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		

Page 2 of 5

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## Print Version of Licensed Producers Search - Detail

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Hudson Insurance Company	CAS/Active PROP/Active	10-19-2010 10-19-2010		
Indiana Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		
International Fidelity Insurance Company	CAS/Active	04-13-2007		
Merchants Bonding Company (Mutual)	CAS/Active	01-28-2004		
Merchants National Bonding, Inc.	CAS/Active	09-21-2012		
Midwestern Indemnity Company, The	CAS/Active PROP/Active	03-23-2009 03-23-2009		
National Fire Insurance Company	CAS/Inactive	05-02-2006	09-20-2011	Vol. Surrender per Agent Rqst
of Hartford	CAS/Inactive	10-14-2003	11-17-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-02-2006	09-20-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	10-14-2003	11-17-2004	Vol. Surrender per Agent Rqst
National Insurance	CAS/Inactive	03-23-2009	11-30-2012	Canceled
Association	PROP/Inactive	03-23-2009	11-30-2012	Canceled
Nationwide Affinity Insurance Company of America	CAS/Active PROP/Active	09-28-2006 09-28-2006		
Nationwide Agribusiness Insurance Company	CAS/Active PROP/Active	11-05-2012 11-05-2012		
Nationwide Mutual Insurance Company	CAS/Active PROP/Active	09-28-2006 09-28-2006		
Navigators Insurance Company	CAS/Inactive PROP/Inactive	02-19-2004 02-19-2004	04-30-2008 04-30 <b>-</b> 2008	Canceled Canceled
Netherlands Insurance Company, The	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Ohio Casualty Insurance Company, The	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Ohio Security Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		

## Print Version of Licensed Producers Search - Detail

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Old Republic Insurance Company	CAS/Active PROP/Active	05-26-2004 05-26-2004		
Old Republic Surety Company	CAS/Active PROP/Active	05-26-2004 05-26-2004		
Peerless Indemnity Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Peerless Insurance Company	CAS/Active PROP/Active	03-23-2009 03-23-2009		
Phoenix Insurance Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Platte River Insurance Company	CAS/Active PROP/Active	06-16-2011 06-16-2011		
RLI Insurance Company	CAS/Active PROP/Active	07-09-2004 07-09-2004		
SAFECO Insurance Company of America	CAS/Active PROP/Active	03-23-2009 03-23-2009		
SAFECO Insurance Company of Illinois	CAS/Inactive PROP/Inactive	03-23-2009 03-23-2009	10-05-2011 10-05-2011	Canceled Canceled
Travelers Casualty and Surety Company	CAS/Active PROP/Active	02-10-2005 02-10-2005		
Travelers Casualty and Surety Company of America	CAS/Active PROP/Active	02-10-2005 02-10-2005		
Travelers Casualty Insurance Company of America	CAS/Active PROP/Active	10-11-2007 10-11-2007		
Travelers Home and Marine Insurance Company, The	CAS/Active PROP/Active	07-25-2007 07-25-2007		
Travelers Indemnity Company of America, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company of Connecticut, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Property Casualty Company of America	CAS/Active PROP/Active	01-13-2006 01-13-2006		

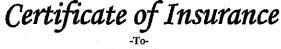
U.S. Specialty Insurance Company	CAS/Active	06-04-2009	
West American	CAS/Active	03-23-2009	
Insurance Company	PROP/Active	03-23-2009	
West Bend Mutual	CAS/Active	03-23-2010	
Insurance Company	PROP/Active	03-23-2010	
Western Surety	CAS/Active	06-06-2008	Canceled
Company	CAS/Inactive	10-10-2003 05-21-2008	

- \* 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.

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=0

2/24/2014

Return completed certificate to: City of Madison Engineering Attn: Janet Pien 210 Martin Luther King, Jr. Blvd., Rm. 115 Madison, WI 53703-3345 608-264-9275 (FAX) 608-266-4620 (PHONE) This Form Must be Completed in its Entirety



City of Madison Madison, Wisconsin Madison

This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time.

Name of Insured PAYNE & DOLAN INC.

Address PO BOX 781, WAUKESHA, WI 53187

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality. Description of operations insured.\_\_\_\_\_\_

<b>Policies and Insurers</b>	Li	mits	Policy Number	Policy Period
Commercial General Liability	Each Occurrence	\$ 1,000,000		
	Aggregate	\$ 2,000,000	VTC2K-CO-7211B454-IND-14	3/1/14 - 3/1/15
(Insurer) TRAVELERS				
Business Auto Liability	Coverage Symbol	1		
. · ·	Combined Single Limit	\$ 1,000,000	VTC2J-CAP-3510A222-TIL-14	3/1/14 - 3/1/15
(Insurer) TRAVELERS				· ·
Umbrella Liability	Occurrence/Aggregate	\$ 10,000,000		3/1/14 - 3/1/15
	Retention	\$ 10,000,000	CH14EXC131205IV	
(Insurer) NAV GATORS				
Worker's Compensation	Employer's Liability	\$ 500,000		
	Statutory (states)	500,000	VTRJUB-6697B998-14	3/1/14 - 3/1/15
(Insurer) TRAVELERS		500,000		
Professional/Other Liability	Per Claim/Other	\$	and	
	Aggregate	\$	10000	
(Insurer)		(AR)	VPL OD VV	

(a) activities performed for the Municipality by or on behalf of the inneed.
(b) products and completed operations of the Named Insured, and
(c) premises owned, leased or used by the Named Insured.
(d) Products and completed operations.
(e) Products and completed operations.
(f) Interview of the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits.
(f) Interview of the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits.
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This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Not withstanding any requirements, terms or conditions of any contractor other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

AON RISK SERVICES CENTRAL INC.	AMY THOMSON	
Agency or Brokerage	Name of Contact Person	· · · · · · · · · · · · · · · · · · ·
PO BOX 23004, GREEN BAY, WI 54305	920.431.6281	,
Address/City/State/Zip Code	Telephone Number	FAX Number
TRAVELERS INSURANCE CO.	INS. O.K.	Eng
Insurance Company	3.17.14 mc	1 POS
Anvathonson	2/25/14	$\frac{1}{mc}$
Authorized Signature*	Date	

\*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.

12/08/10-CertificateInsurance.doc

\$1,448,826.70 FILE

#### BID OF PAYNE & DOLAN, INC.

2014

#### PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

#### **RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING**

CONTRACT NO. 7219

**PROJECT 53W1699** 

IN

#### MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON FEBRUARY 25, 2014

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

https://bidexpress.com/login

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SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING	F <sub></sub> 1
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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

1277

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

Rfp:jf

#### 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:	RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING	
CONTRACT NO.:	7219	
SBE GOAL	7%	
BID BOND	5%	
PRE BID MEETING (1:00 P.M.)	1/17/2014	
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	1/17/2014	
BID SUBMISSION (1:00 P.M.)	1/24/2014	
BID OPEN (1:30 P.M.)	1/24/2014	
PUBLISHED IN WSJ	1/10/2014 & 1/17/2014	

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

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

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.

#### 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, <u>www.cityofmadison.com/Business/PW/specs.cfm</u>.

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

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

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

#### **Building Demolition** 101 Asbestos Removal 110 🔲 Building Demolition 120 House Mover Street, Utility and Site Construction Asphalt Paving 201 270 🔲 Retaining Walls, Reinforced Concrete 205 Blasting Sanitary, Storm Sewer and Water Main 275 🗍 210 Boring/Pipe Jacking Construction 215 Concrete Paving 276 Sawcutting 280 Sewer Lateral Drain Cleaning/Internal TV Insp. 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work Concrete Bases and Other Concrete Work 285 Sewer Lining 290 Sewer Pipe E 221 Concrete Removal 222 Sewer Pipe Bursting 225 Dredging 295 🗍 Soil Borings Fiber Optic Cable/Conduit Installation Fencing 300 □ 305 □ Soil Nailing 230 235 Storm & Sanitary Sewer Laterals & Water Svc. 240 Grading and Earthwork 310 🗍 Street Construction Horizontal Saw Cutting of Sidewalk 241 315 🗌 Street Lighting Infrared Seamless Patching 242 318 🕅 Tennis Court Resurfacing 245 Landscaping, Maintenance 320 Traffic Signals Landscaping, Site and Street Parking Ramp Maintenance 325 Traffic Signing & Marking 250 251 332 🗍 Tree pruning/removal 252 Pavement Marking 333 Tree, pesticide treatment of Pavement Sealcoating and Crack Sealing 255 335 🔲 Trucking 260 Petroleum Above/Below Ground Storage 340 🗍 Utility Transmission Lines including Natural Gas, Flectrical & Communications Tank Removal/Install 265 Retaining Walls, Precast Modular Units 399 Other Asphalt Milling/Pulverizing **Bridge Construction** 501 Dridge Construction and/or Repair **Building Construction** Floor Covering (including carpet, ceramic tile installation, 401 437 🗍 Metals 440 🔲 Painting and Wallcovering rubber, VCT 402 Building Automation Systems Plumbing 445 🗍 Concrete 403 450 🔲 Pump Repair Doors and Windows 455 C Pump Systems 404 405 Electrical - Power, Lighting & Communications Roofing and Moisture Protection 460 🗌 410 Elevator - Lifts 464 🗍 Tower Crane Operator 461 Solar Photovoltaic/Hot Water Systems Fire Suppression 412 $\Box$ Furnishings - Furniture and Window Treatments Soil/Groundwater Remediation 413 465 🗍 General Building Construction, Equal or Less than \$250,000 415 m **4**66 $\square$ Warning Sirens General Building Construction, \$250,000 to \$1,500,000 470 🗌 Water Supply Elevated Tanks 420 425 General Building Construction, Over \$1,500,000 475 Water Supply Wells Glass and/or Glazing 428 $\square$ 480 🔲 Wood, Plastics & Composites - Structural & Hazardous Material Removal 429 Architectural Heating, Ventilating and Air Conditioning (HVAC) 430 499 🗍 Other Ē Insulation - Thermal 433

435 Masonry/Tuck pointing

#### 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.
   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 Detroleum 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: <u>www.dhs.wisconsin.gov/Asbestos/Cert</u>. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

#### 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 <u>ad hoc</u> basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

#### 2.2 Contract Compliance

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

#### 2.3 Certification of SBE by City of Madison

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

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

#### 2.4 Small Business Enterprise Compliance Report

#### 2.4.1 Good Faith Efforts

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

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

#### 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1 If the Bidder <u>meets or exceeds</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
  - 2.4.2.1.1 Cover Page, Page C-6; and
  - 2.4.2.1.2 Summary Sheet, C-7.
- 2.4.2.2 If the bidder <u>does not meet</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
  - 2.4.2.2.1 Cover Page, Page C-6;
  - 2.4.2.2.2 Summary Sheet, C-7; and
  - 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> utilized.)

#### 2.5 Appeal Procedure

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

#### 2.6 SBE Requirements After Award of the Contract

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

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

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

#### 2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

#### **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 tru	e and correct to the best of my knowledge and belief.
Witness' Signature	Bidder's Signature
Date	-

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#### Small Business Enterprise Compliance Report

#### Summary Sheet

#### SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
· ·		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%

#### SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	%.	

#### **Small Business Enterprise Compliance Report**

#### **SBE Contact Report**

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

\_\_\_\_\_\_

**SBE 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

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5.		responded "Yes" to Question 3, please check the items below which apply and provide the sted detail. If you responded "No" to Question 3, please skip ahead to item 6 below.
		The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.
		The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.
		The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.
		A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.
		Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.
6.	Descri	ibe any other good faith efforts:

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5

#### SECTION D: SPECIAL PROVISIONS

#### RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

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

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

#### SECTION 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.



Prevailing wages shall not be required when this box is checked.

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

 $\mathbf{X}$ 

Building and Heavy Construction

Sewer, Water, and Tunnel Construction

Local Street and Miscellaneous Paving Operations

Residential and Agricultural Construction

#### SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 104 SCOPE OF WORK

This contract includes pulverizing and paving various streets that are included with the resurfacing program.

This contractor shall be required to coordinate with the other contractors performing work on the resurfacing program contracts.

Three City of Madison Water Utility Unit Well parking lots shall be resurfaced. The Water Utility shall remove the existing asphalt and rough grade the parking lot to within two inches of final gravel grades and restore the site with topsoil, seed and matting. The contractor shall fine grade, with CABC provided by the Water Utility, and place the Hot Mix Asphalt. The HMA shall be E-1, placed in one lift of 3 inches. Work at 101 N. Livingston St shall not start until June 1, 2014.

AREA
265 SY
160 SY
405 SY

#### SECTION 104.3 CHANGES IN THE WORK

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

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

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

#### SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

#### SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer. The contractor shall verify that all valve castings operate and SAS and utility castings are in place and sealed before acceptance of the pulverized and shaped or milled street. The contractor shall repair as required by the Engineer.

#### SECTION 105.12 COOPERATION OF THE CONTRACTOR

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

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

RUSSETT RD W. BADGER RD

The City of Madison Water Utility will be replacing the water main, including trench patching, on W. Badger Rd. Work is scheduled to be completed by April 30.

The City of Madison Engineering Division will be awarding contracts for curb & gutter replacement and casting adjustment (contract 7218) in conjunction with this contract.

Contractor shall install pavement markings as included in this document.

#### BADGER RD DEMING WAY W. BELTLINE FRONTAGE RD

Traffic Engineering shall install pavement markings on the remaining streets as needed.

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

#### W. BADGER RD

Streets may be deleted or added to the above list. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (Bill Gilbertson 266-4767), prior to final paving.

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

#### SECTION 105.13 ORDER OF COMPLETION

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

The Contractor shall proceed on this contract so as not to cause delays to the contracts as noted in section 105.12. Delay costs in accordance with section 109.9 **"LIQUIDATED DAMAGES"** of the Standard Specification shall be assessed for each day that the contractors on the above listed contracts are delayed.

#### SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

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

#### SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses shall be maintained at all times.

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

#### SECTION 107.4(H): CERTIFICATES OF INSURANCE

**Proof of Insurance, Approval.** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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City of Madison ATTN: Risk Management, Room 406 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

#### SECTION 107.6 DUSTPROOFING

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

#### SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

The Traffic Control Plan shall be submitted to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the preconstruction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

W. BELTLINE HWY FRONTAGE RD W. BADGER RD

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

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

Traffic Control and Mobilization shall be paid per the following street groupings:

GROUP A DEMING WAY	group B W. Beltline Hwy Ff	RONTAGE RD
GROUP C PLYMOUTH CIR PRISICILLA LN ALDEN DR	group d W. Badger RD	GROUP E TOTTENHAM RD N. WICKHAM CT S. WICKHAM CT
GROUP F WAYNE TERR LANCASTER DR BENJAMIN DR	GROUP G RUSSETT RD	GROUP H CARDINAL GLEN

If streets are added or deleted to Group A through Group H, compensation shall be increased or decreased for the change in Traffic Control.

The unit price bid for items 10701I, 10701J or 10701K shall be used for additions and deletions to the groups above or if additional streets are added.

The unit price bid for item 109111 shall be used for additions and deletions to the groups above or if additional streets are added.

#### BID ITEM 10701I - TRAFFIC CONTROL - LOCAL STREET (undistributed)

#### DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Local streets are those streets defined as "LOCAL" on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section 403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

#### METHOD OF MEASUREMENT

Traffic control – Local street shall be measured by the unit of Each per street added/deleted to the contract.

#### **BASIS OF PAYMENT**

Traffic Control – Local Street measured as provided above shall be paid for at the contract unit price per Each which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

#### BID ITEM 10701J- TRAFFIC CONTROL - MAJOR STREET, TWO LANES (undistributed)

#### DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Major streets, two lanes are defined on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section 403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

#### METHOD OF MEASUREMENT

Traffic control – Major Street, two lanes shall be measured by the unit of Each per street added/deleted to the contract.

#### BASIS OF PAYMENT

Traffic Control – Major Street, two lanes measured as provided above shall be paid for at the contract unit price per Each which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

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# BID ITEM 10701K- TRAFFIC CONTROL - MAJOR STREET, MORE THAN TWO LANES (undistributed)

#### DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Major streets, more than two lanes are defined on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section 403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

#### METHOD OF MEASUREMENT

Traffic control – Major Street, more than two lanes shall be measured by the unit of Each per street added/deleted to the contract.

#### BASIS OF PAYMENT

Traffic Control – Major Street, more than two lanes measured as provided above shall be paid for at the contract unit price per Each which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

#### PEAK HOUR RESTRICTIONS

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

W. BELTLINE HWY FRONTAGE RD W BADGER RD (Fish Hatchery Rd – Park St)

#### SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before <u>MAY 6, 2014</u>. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in <u>FIFTY-FIVE (55)</u> <u>WORK DAYS</u>. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

Work may start on Badger Rd (Fish Hatchery – Park St) prior to May 1. Work shall start on W. Badger Rd (Fish Hatchery – West End) after May 1 due to water main replacement.

#### SECTION 109.5 METHODS AND EQUIPMENT

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

#### **ARTICLE 402 - ASPHALT CONSTRUCTION**

#### 402.1 Materials For Asphalt Construction

The City of Madison is requiring an asphalt mix for the E-0.3 pavement with a higher asphalt material content than a typical E-0.3 mix design with air voids of 4.0%. The mix design shall have a target of 3.5% air voids for the E-0.3 mix and a range of 2.7% - 4.3%. This shall be accomplished by increasing the asphalt material to the mix.

#### SECTION 403.4 UNDERCUT

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

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

#### BID ITEM 90001 UNIT WELL PARKING LOT RESURFACING

#### DESCRIPTION

This work shall consist of fine grading and paving with HMA the parking lots at three area Unit Wells. Water Utility staff shall provide all CABC and rough grade the site to within two inches of final gravel grade. The HMA shall be E-1. The contractor shall place the gravel and HMA to the line and grade as established by Madison Water Utility staff. Restoration shall be completed by Madison Water Utility staff.

#### METHOD OF MEASUREMENT

Unit Well Parking Lot Resurfacing shall be measured by the unit Square yard.

#### BASIS OF PAYMENT

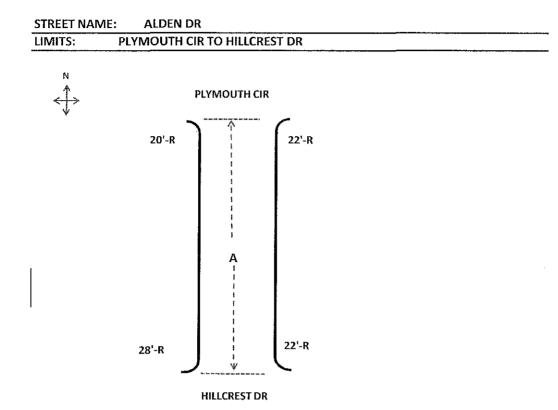
Unit Well Parking Lot Resurfacing measured as stated above is full compensation for providing all materials except CABC; for fine grading; paving; equipment; labor; traffic control and mobilization and incidentals required to complete the work as set forth in the description.

#### **RESURFACING 2014 – PAVEMENT PULVERIZING & PAVING (Contract 7219)**

STREET SEGMENT W BADGER RD PLYMOUTH CIR PRISCILLA LN ALDEN DR RUSSETT RD WAYNE TER LANCASTER DR BENJAMIN DR TOTTENHAM RD N WICKHAM CT S WICKHAM CT W BELTLINE HWY FRONTAGE RD DEMING WAY CARDINAL GLEN LIMIT S PARK ST LARKIN ST (north end) LARKIN ST PLYMOUTH CIR S WHITNEY WAY LANCASTER DR HIGH CROSSING BLVD HIGH CROSSING BLVD FRISCH RD TOTTENHAM RD TOTTENHAM RD 267 FT W OF WHALEN LN BLACKHAWK RD PINELAWN PKWY LIMIT W END LARKIN ST (south end) PLYMOUTH CIR HILLCREST DR CAMERON DR HIGH CROSSING BLVD WAYNE TER WAYNE TER SINGLETON CT N END S END 580 FT W OF DAMON RD 360 FT N OF FOURIER DR E. END

Rev. 12/03/2013-7219.doc

#### RESURFACING 2014



57.7.2.2.2.2.2.2.2.2.2.2

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AREA
A = 453.00X28.00 = 1,409.33
2- 22' - R = 27.52
1- 20' - R = 11.56
1-28' - R = 21.5
<u>TOTAL 1,470.00</u>

ITEMS		
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER 12.5MM E-0.3 / 3" P.G. (58-28)	264.00	TON
ESTIMATED UNDERCUT	440.00	SY
BASE PATCH GRINDING METHOD 3 ESTIMATED		SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE	1,470.00	SY

#### RESURFACING 2014

BASE PATCH GRINDING METHOD 3

WEDGE CUT GRINDING CONCRETE

RAMPING SAS

PULVERIZE

FULL WIDTH GRINDING

IMITS: HIGH C	ROSSING BLVD TO WAYNE	TER
N		
1.		<u> </u>
`\/`	WAYNE TER	
	28'-R	-R
	<b>1</b> 70	
	r E E	
	1	
25	1 7 9	
	8	
	24'-R 24'-	-R
	HIGH CROSSING BLVD	
		AREA
		A = 770.0X32.00 = 2737.78
		2 - 28' - R = 43.00
		2 - 24' - R = 32.30 <u>TOTAL 2813.00</u>
		<u>Lettre</u> Activity
TEMS		
ACK COAT		140.00 GAL
	19.0 MM E-1 / 2.25" P.G. (	
IMA UPPER LAYER	12.5MM E-1 / 1.75" P.G. (6	64-22) 295.00 TON 844.00 SY

#### D-9

**ESTIMATED** 

SY

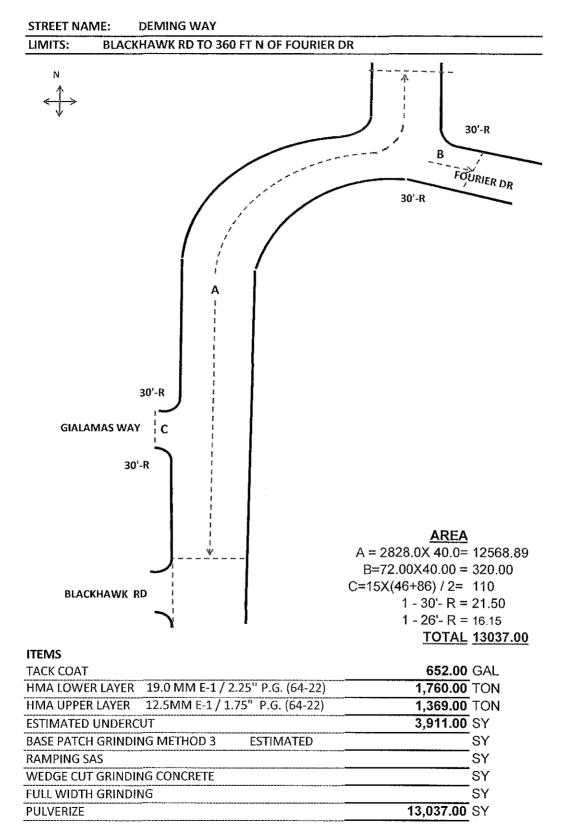
SY

SY

SY

2,813.00 SY

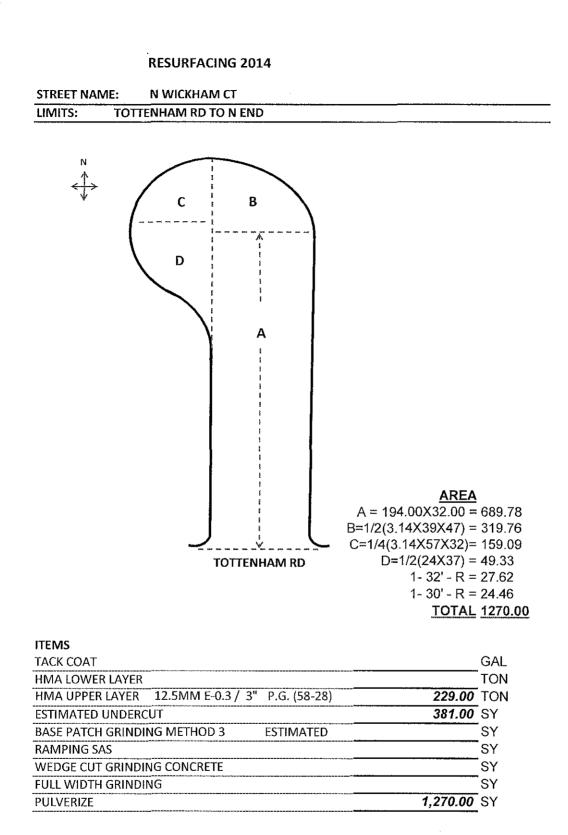


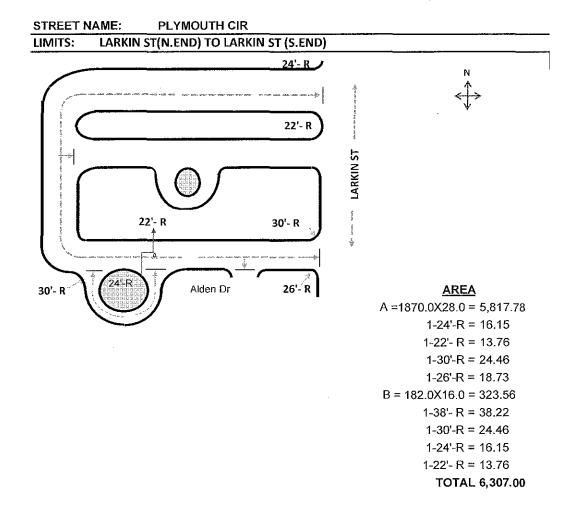


#### **RESURFACING 2014**

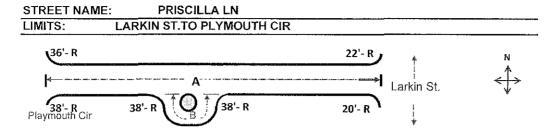
STREET NAME: LANCASTER DR	
LIMITS: HIGH CROSSING BLVD TO WAYNE TER	
WAYNE TER	
C B A 1 26'-R 26'-R	
	AREA
HIGH CROSSING BLVD	A = 740.00X41.00= 3371.11
	B = 1/2 (36X12) = = 24.00
	C= 1/2 (55X12) = 36.67
	2 - 24' - R = 32.30
	<u>TOTAL</u> <u>3464.00</u>
TEMS	
ACK COAT	<b>173.00</b> GAL
IMA LOWER LAYER 19MM E-1 / 2.25" P.G. (64-22)	468.00 TON
IMA UPPER LAYER 12.5MM E-1 / 1.75" P.G. (64-22)	364.00 TON
STIMATED UNDERCUT	1,039.00 SY
ASE PATCH GRINDING METHOD 3 ESTIMATED	SY
AMPING SAS	SY
VEDGE CUT GRINDING CONCRETE	SY
ULL WIDTH GRINDING	SY
PULVERIZE	3,464.00 SY

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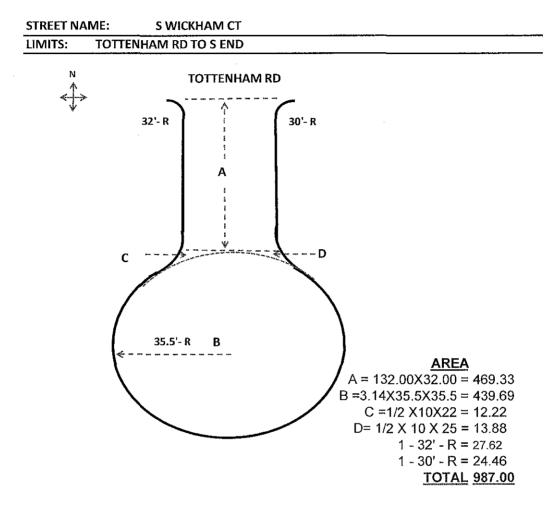
ITEMS		
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER 12.5MM E-0.3 / 3" P.G. (58-28)	1,135.00	тол
INSTALL CITY FURNISHED MANHOLE ADJUSTING RING		EAC
ESTIMATED UNDERCUT	1,892.00	SY
BASE PATCH GRINDING METHOD 3		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE	6,307.00	SY
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		



AREA A =740.00X28.00 = 2,302.22 1-36'-R = 34.50 1-38'-R = 38.22 1-22'- R= 13.76 1-20'- R= 11.56 B=156.0X16.0 = 277.33 2- 38'-R = 76.44 1-36'-R = 34.50 1-28'-R = 21.50 TOTAL 2,810.00

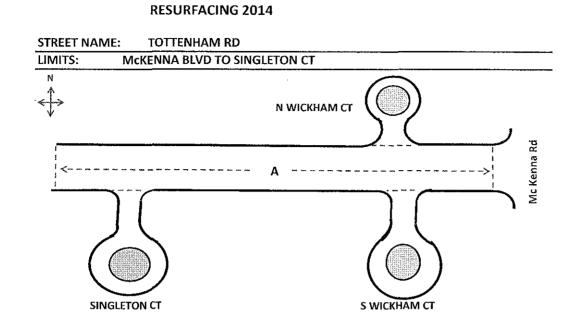
#### ITEM

TACK COAT	G
HMA LOWER LAYER	T
HMA UPPER LAYER 12.5MM E-0.3 / 3" P.G. (58-28) 50	6.00 T
INSTALL CITY FURNISHED MANHOLE ADJUSTING RING	E
ESTIMATED UNDERCUT 84	3.00 S
BASE PATCH GRINDING METHOD 1	s
RAMPING SAS	S
WEDGE CUT GRINDING CONCRETE	s
FULL WIDTH GRINDING	5
PULVERIZE 2,81	0.00 S



ITEMS		
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER 12.5MM E-0.3 / 3" P.G. (58-28)	178.00	TON
ESTIMATED UNDERCUT	300.00	SY
BASE PATCH GRINDING METHOD 3 ESTIMATED		SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE	987.00	SY

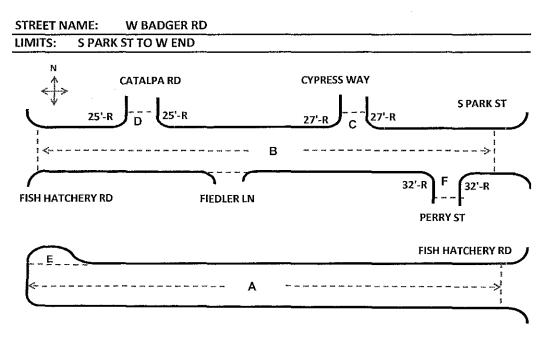
D-15



A = 1098.00X32.00= 3904.00 TOTAL 3904.00

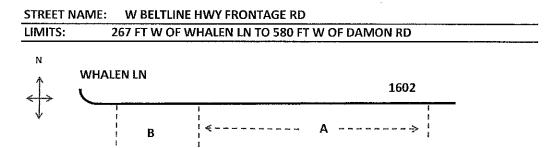
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ITEMS		
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER 12.5MM E-0.3 / 3" P.G. (58-28)	703.00	TON
ESTIMATED UNDERCUT	1,171.00	SY
BASE PATCH GRINDING METHOD 3 ESTIMATED		SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE	3,904.00	SY



 $\begin{array}{r} \textbf{AREA} \\ A = 1272.0 \ X \ 36.0 = 5088.00 \\ B = 2130.0 \ X \ 36.0 = 8520.00 \\ C = 40.00 \ X \ 28.00 = 124.44 \\ D = 38.00 \ X \ 28.00 = 118.22 \\ E = (67.0 \ X \ 11.0) \ /2 = 40.94 \\ F = 31.00 \ X \ 24.00 = 82.67 \\ 2 - \ 25 \ ' - R = \ 29.86 \\ 2 - \ 27 \ ' - R = \ 34.83 \\ 2 - \ 32 \ ' - R = \ 48.92 \\ \hline \textbf{TOTAL} \ 14088.00 \end{array}$ 

ITEMS	
TACK COAT	704.00 GAL
HMA LOWER LAYER 19MM E-1 / 2.5" P.G. (64-22)	2,113.00 TON
HMA UPPER LAYER 12.5MM E-1 / 2" P.G. (64-22)	1,691.00 TON
ESTIMATED UNDERCUT	4,226.00 SY
BASE PATCH GRINDING METHOD 3 ESTIMATED	SY
RAMPING SAS	SY.
WEDGE CUT GRINDING CONCRETE	SY
FULL WIDTH GRINDING	SY
PULVERIZE	14,088.00 SY

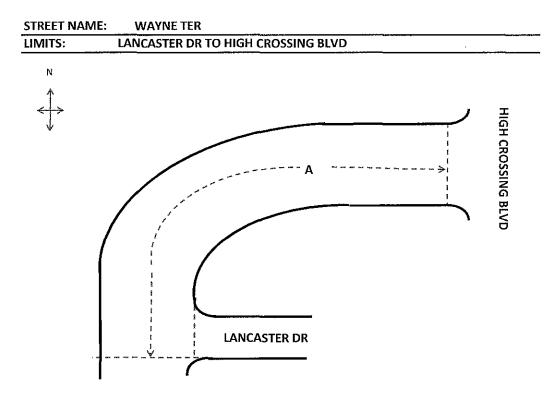


## <u>AREA</u>

A = 1753.0 X 28.0 = 5453.78 B = 387.0 X 30.0 = 1290.00 TOTAL 6744.00

13

ITEMS	
TACK COAT 337	.00 GAL
HMA LOWER LAYER         19MM E-1/2.5"         P.G. (64-22)         1,012	.00 TON
HMA UPPER LAYER 12.5MM E-1 / 2" P.G. (64-22) 809.	.00 TON
ESTIMATED UNDERCUT 2,023	.00 SY
BASE PATCH GRINDING METHOD 3 ESTIMATED	SY
RAMPING SAS	SY
WEDGE CUT GRINDING CONCRETE	SY
FULL WIDTH GRINDING	SY
PULVERIZE 6,744	.00 SY

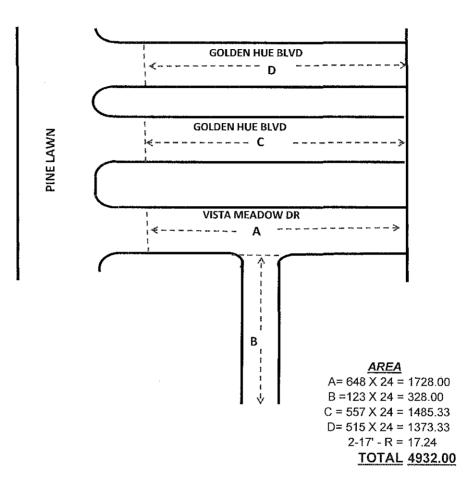


A = 2480.0 X 32.00 = 8818.00 TOTAL 8818.00

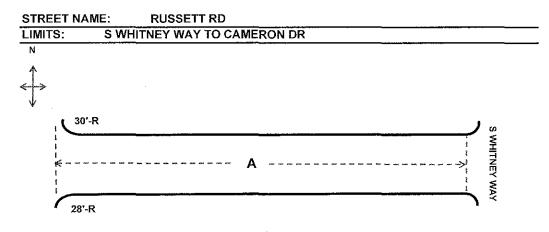
ITEMS	
TACK COAT	441.00 GAL
HMA LOWER LAYER 19MM E-1/ 2.25" P.G. (64-22)	1,190.00 TON
HMA UPPER LAYER 12.5MM E-1 / 1.75" P.G. (64-22)	926.00 TON
ESTIMATED UNDERCUT	2,645.00 SY
BASE PATCH GRINDING METHOD 3 ESTIMATED	SY
RAMPING SAS	···· ··· · ···· ····· SY ·····
WEDGE CUT GRINDING CONCRETE	SY
FULL WIDTH GRINDING	SY
PULVERIZE	8,818.00 SY

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STREET NAME:	CARDINAL GLEN	
LIMITS:	PINE LAWN PKWY TO E END	



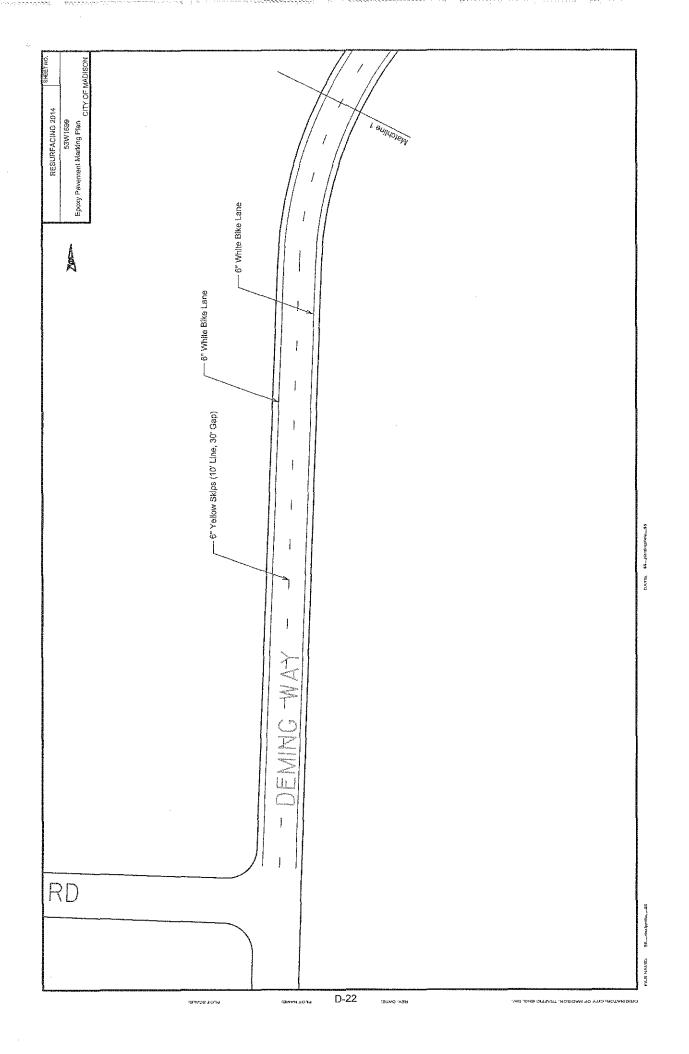
ITEMS	
ТАСК СОАТ	450.00
HMA LOWER LAYER	
HMA UPPER LAYER 12.5MM E-0.3 / 1.75" P.G. (58-28)	550.00
ESTIMATED UNDERCUT	
BASE PATCH GRINDING METHOD 1 ESTIMATED	
RAMPING SAS	
WEDGE CUT GRINDING ASPHALT	100.00
FULL WIDTH GRINDING	
PULVERIZE	4,932.00

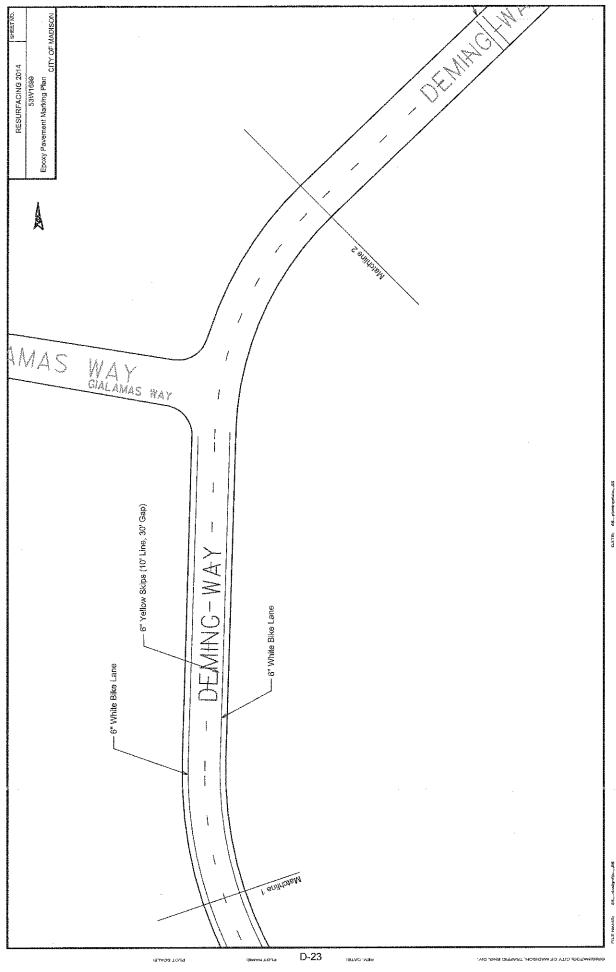


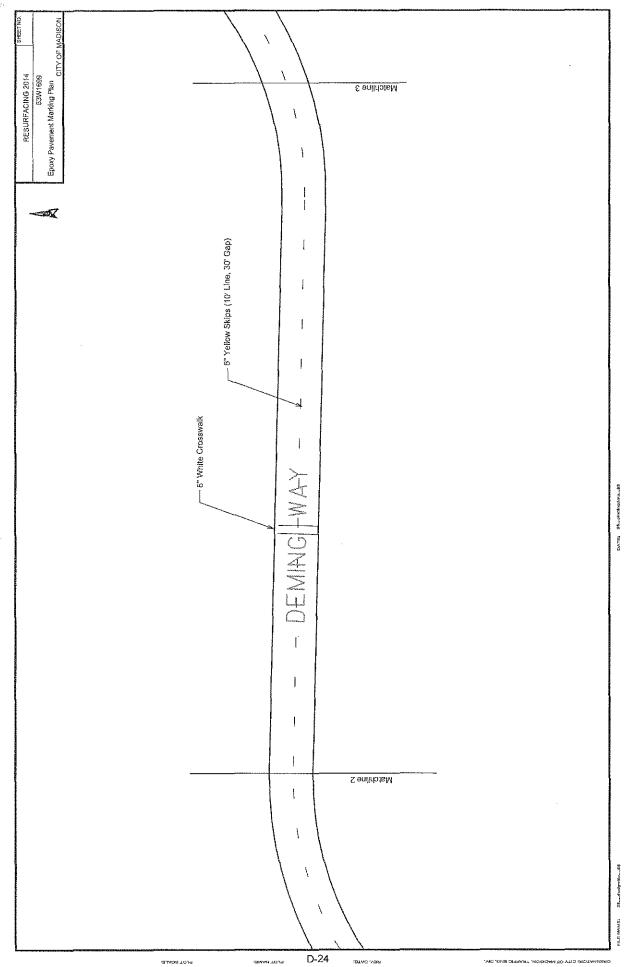
<u>AREA</u> A = 1648.0 X 28.0 = 5127.11 1 - 28'-R = 21.50 1 - 30'-R = 24.46 <u>TOTAL 5173.00</u>

ITEMS		
TACK COAT		GA
HMA LOWER LAYER		тс
HMA UPPER LAYER 12.5MM E-0.3 / 3" P.G. (58-28)	931.00	тс
ESTIMATED UNDERCUT	1,550.00	SY
BASE PATCH GRINDING METHOD 3 ESTIMATED		SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE	5,173.00	SY

D-21

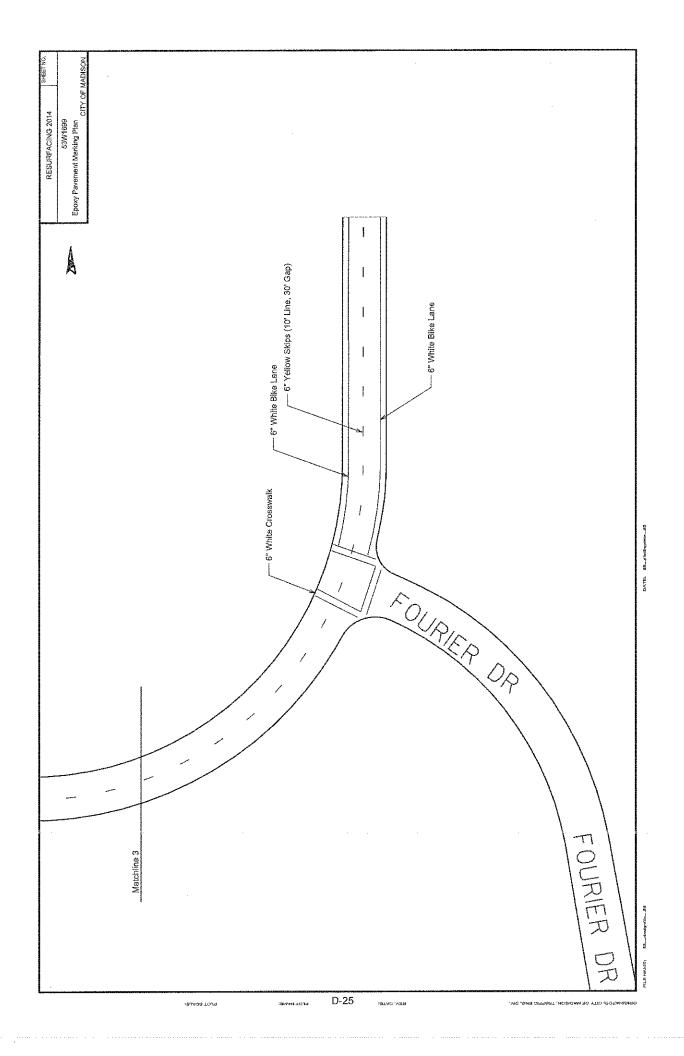


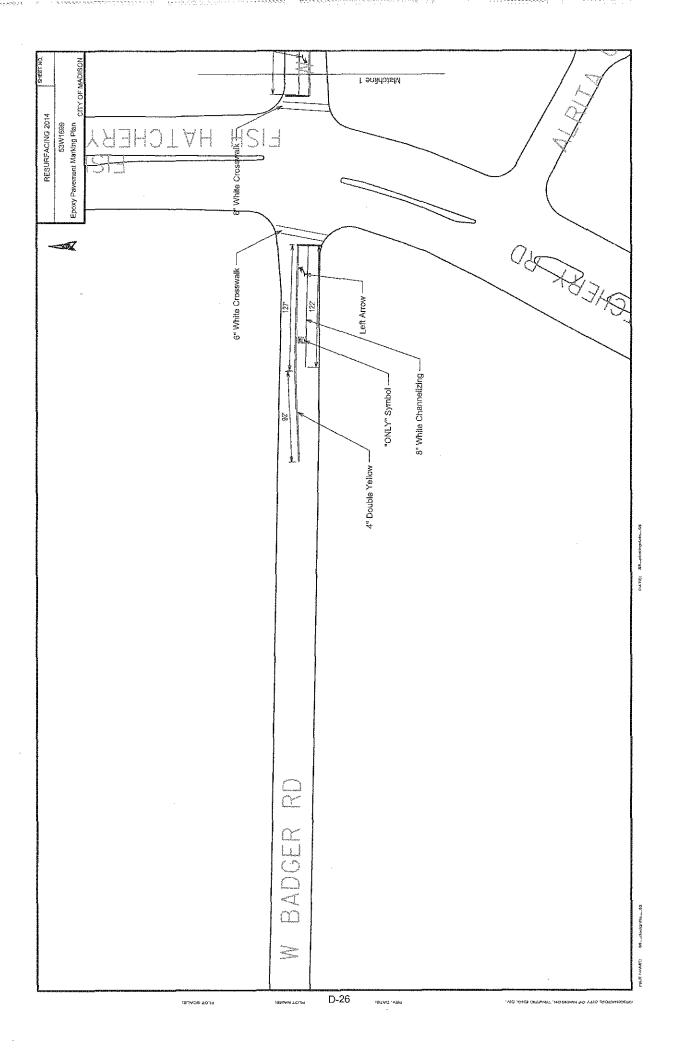


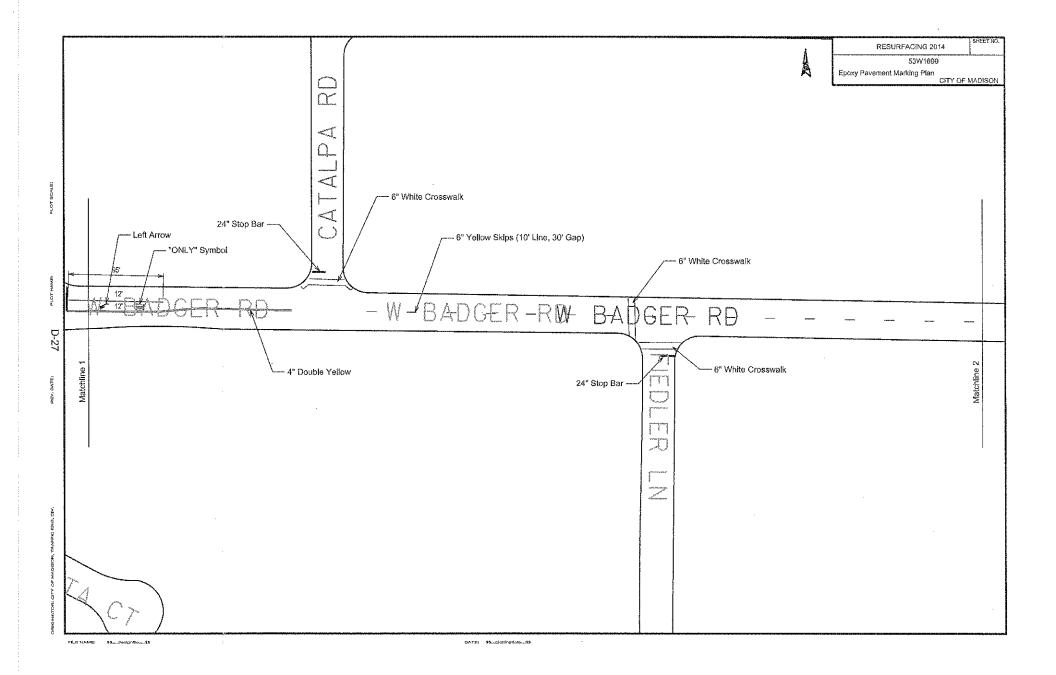


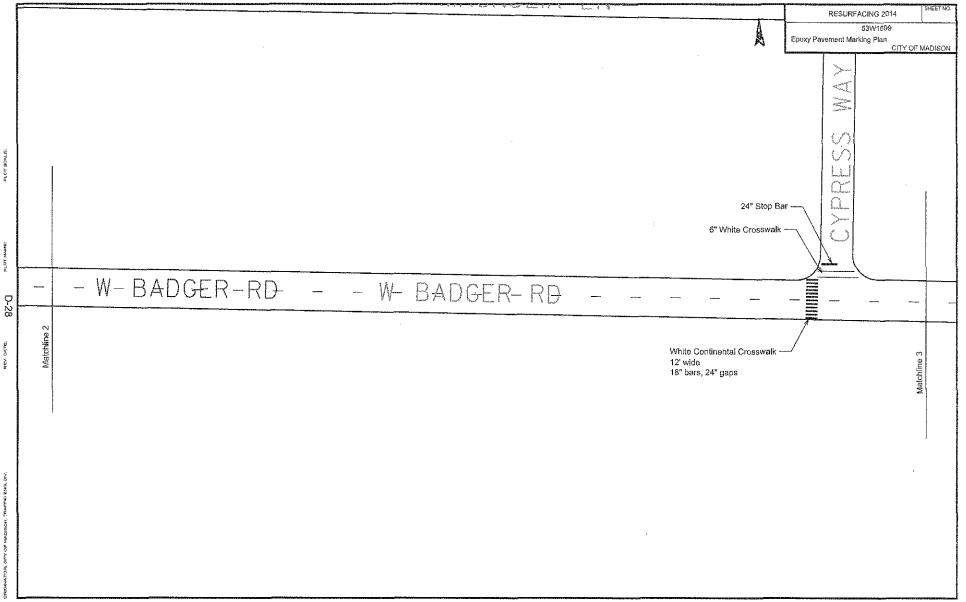
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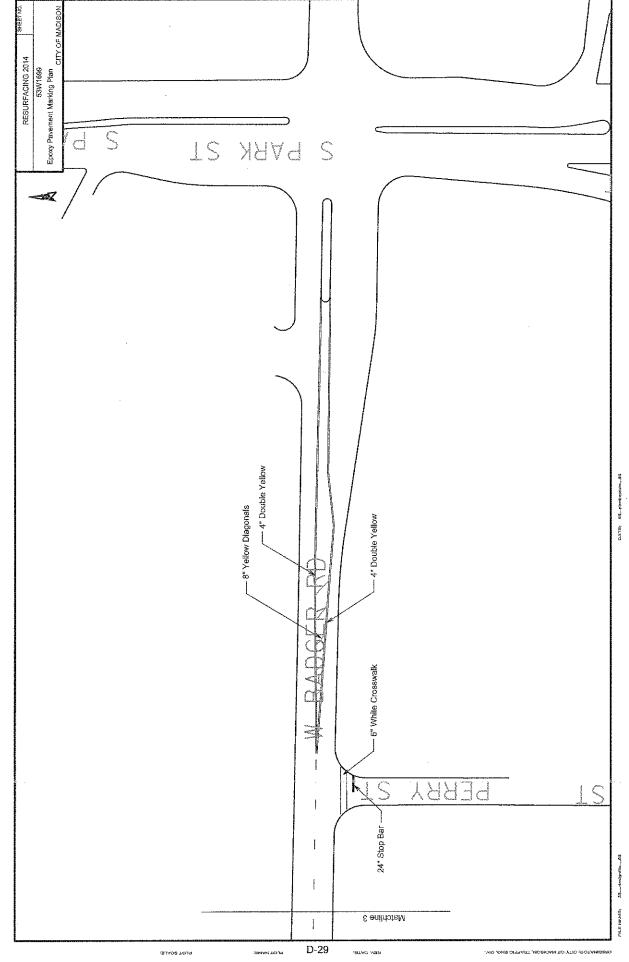
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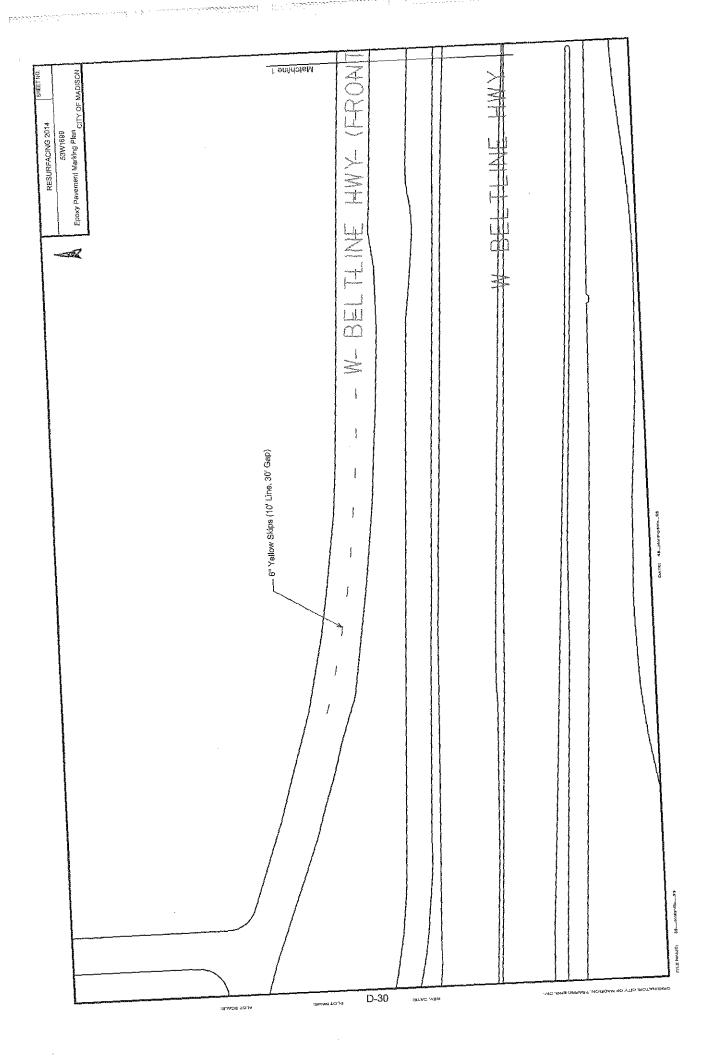




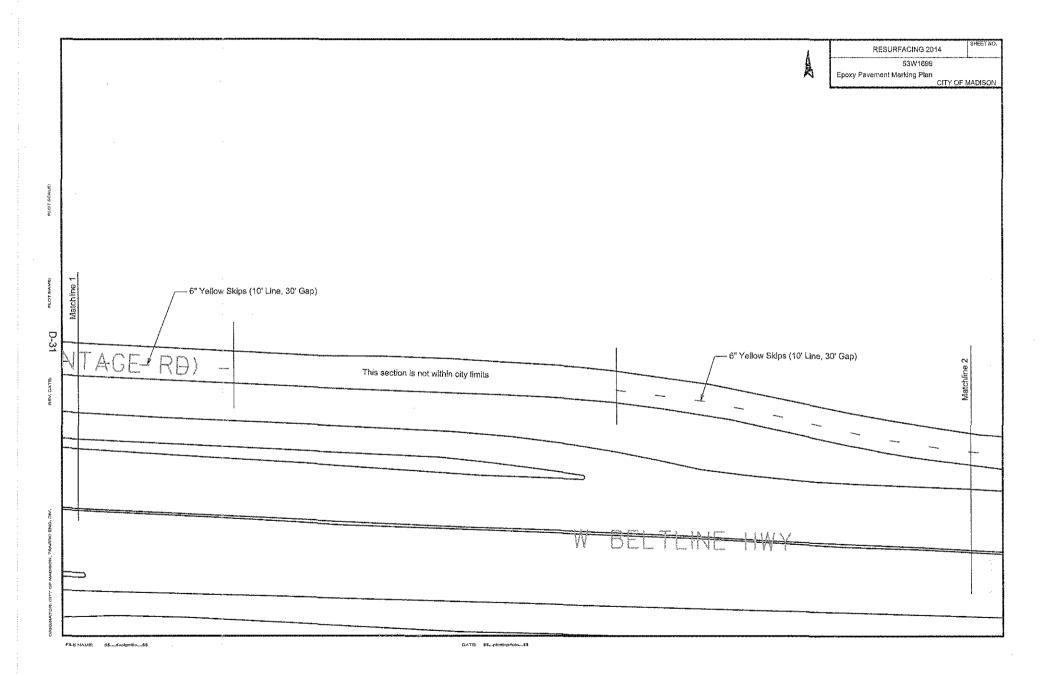








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#### SECTION E: BIDDERS ACKNOWLEDGEMENT

#### **RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING** CONTRACT NO. 7219

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.

- The undersigned having familiarized himself/herself with the Contract documents. including 1. 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. issued thereto, at the prices for said work as contained in this proposal. through O (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).

certify that all statements herein 5. hereby are made behalf ľ on of (name of corporation, partnership, or person submitting bid) Payne & Dolan. Inc. a corporation organized and existing under the laws of the State of Wisconsin ; an individual trading as a partnership consisting of

: of the City of State ; that I have examined and carefully prepared this Proposal. of from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its. their) behalf; and that the said statements are true and correct.

Steven D. Higgins SIGNATURE NOTARYA NADINE BOOTH OF WISCON quality ments to

this Proposal.

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

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

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 17<sup>th</sup> day of December 2013, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this <u>24th</u> day of <u>January</u>, <u>2014</u>.

Mark E. Filmanowicz, Secretary

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## SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

## RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

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

## **Disclosure of Ownership**

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

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66,0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

#### Other Construction Business

Not Applicable 🕱				
Name of Business				
Street Address or P O Box		City	State	Zip Code
Name of Business		· · · · · · · · · · · · · · · · · · ·		<u></u>
Street Address or P O Box		City	State	Zip Code
Name of Business		<u> </u>		<u> </u>
Street Address or P O Box		City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.				
Print the Name of Authorized Officer				
Steven D. Higgins		·		
Signet ef Anthonized Officer	Date Signed	1/24/2014		
Name of Corporation, Partnership or Sole Proprietorship				
Payfie & Dolan, Inc. Street Address or P O Box				
		City	State	Zip Code
6295 Lacy Road		Eitchburg	WI	53593

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

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

## RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

#### **Best Value Contracting**

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

None

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

F-2

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

## RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

## **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:	Payne & Dolan, Inc.	
Address:	6295 Lacy Road	
Telephone Number:	Fitchburg	Fax Number: 608-845-8884
Contact Person/Title:	Bud Siebecker - Project	lanager
Prime Bidder Certification	1	
I, Douglas W. Buth	Vame .	, <u>Area Manager</u> of Title
Payne & Dolan, Ir		certify that the information
contained in this SBE Col	mpliance Report is true and cor	rect to the best of my knowledge and belief.
And arto	mpg	1 auto
Witness' Signature <b>Lori</b> January 24, 2014 Date	A. Langér - PMA	Bidder's Signature

Rev. 12/03/2013-7219.doc

## RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

## **Small Business Enterprise Compliance Report**

## Summary Sheet

## SBE Subcontractors Who Are NOT Suppliers

Trucking Trucking Trucking	4 .25 2,5	% %
Trucking		
	2.5	0/
Twenterland		70
Trucking	.25	%
		%
		%
		%
		%
		%
		%
<u> </u>		%
		%
		%
	7	%

#### 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:	7 %.	

C-7

## PROPOSAL PAYNE & DOLAN, INC.

## NAME OF BIDDER

#### Project Name: RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING

Contract No. 7219

		ntract No. 72		UN	IT PRICE	T	
ITEM	TYPE OF WORK	ESTIMATED	QUANTITES		BID		TOTAL BID
PROJEC	21						
53W169							
10720	TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD	25	DAY	\$	38.00	\$	950.00
10721	TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE BOARD	30	DAY	\$	100.00	\$	3,000.00
10701A	TRAFFIC CONTROL - GROUP A	1	LS	\$	100.00	\$	100.00
10701B	TRAFFIC CONTROL - GROUP B	1	LS	\$	100.00	\$	100.00
10701C	TRAFFIC CONTROL - GROUP C	1	LS	\$	100.00	\$	100.00
10701D	TRAFFIC CONTROL - GROUP D	1	LS	\$	100.00	\$	100.00
10701E	TRAFFIC CONTROL - GROUP E	1	LS	\$	100.00	\$	100.00
10701F	TRAFFIC CONTROL - GROUP F	1	LS	\$	100.00	\$	100.00
<b>1</b> 0701G	TRAFFIC CONTROL - GROUP G	1	LS	\$	100.00.	\$	100.00
10701H	TRAFFIC CONTROL - GROUP H	1	LS	\$	100.00	\$	100.00
107071	TRAFFIC CONTROL - LOCAL STREET (undistributed)	2	EA	\$	100.00	\$	200.00
10701J	TRAFFIC CONTROL - MAJOR STREET, two lanes (undistributed)	2	EA	\$	100.00	\$	200.00
10701K	TRAFFIC CONTROL - MAJOR STREET, more than two lanes (undistributed)	2	EA	\$	100.00	\$	200.00
10911A	MOBILIZATION - GROUP A	1	LS	\$	100.00	\$	100.00
10911B	MOBILIZATION - GROUP B	1	LS	\$	100.00	\$	100.00
10911C	MOBILIZATION - GROUP C	1	LS	\$	100.00	\$	100.00
10911D	MOBILIZATION - GROUP D	1	LS	\$	100.00	\$	100.00
10911E	MOBILIZATION - GROUP E	1	LS	\$	100.00	\$	100.00
10911F	MOBILIZATION - GROUP F	1	LS	\$	100.00	\$	100.00
10911G	MOBILIZATION - GROUP G	1	LS	\$	100.00	\$	100.00
10911H	MOBILIZATION - GROUP H	1	LS	\$	100.00	\$	100.00
10911[	MOBILIZATION (undistributed)	1	EA	\$	100.00	\$	100.00

W	Cor	tract No. 721	9	 	
20219	BREAKER RUN INLET PROTECTION, TYPE C -	11,040	TN	\$ 5.50	\$ 60,720.00
21031	COMPLETE	10	EA	\$ 150.00	\$ 1,500.00
40101	CRUSHED STONE	500	TN	\$ 6.00	\$ 3,000.00
10303	WEDGE CUT GRINDING ASPHALT	125	SY	\$ 15.00	\$ 1,875.00
40311	PULVERIZE AND SHAPE	70,885	SY	\$ 2.67	\$ 189,262.95
40321	UNDERCUT	21,265	SY	\$ 8.45	\$ 179,689.25
90001	REMOVE CONCRETE UTILITY PATCH	100	LF	\$ 10.00	\$ 1,000.00
10201	HMA PAVEMENT, TYPE E-0.3	4,496	TN	\$ 55.70	\$ 250,427.20
10202	HMA PAVEMENT, TYPE E-1	12,377	TN	\$ 56.10	\$ 694,349.70
10203	HMA PAVEMENT, TYPE E-3	50	TN	\$ 57.70	\$ 2,885.00
10211	TACK COAT	2,897	GA	\$ 2.00	\$ 5,794.00
10231	ASPHALT DRIVE & TERRACE - RESURFACING	386	SY	\$ 40.00	\$ 15,440.00
10333	BASE PATCH GRINDING METHOD 3	200	SY	\$ 45.00	\$ 9,000.00
50801	PAVEMENT MARKING EPOXY, DOUBLE	1,500	LF	\$ 0.98	\$ 1,470.00
60802	PAVEMENT MARKING EPOXY, LINE, 6- INCH	3,000	LF	\$ 0.70	\$ 2,100.00
0803	PAVEMENT MARKING EPOXY, LINE, 8- INCH	920	LF	\$ 0.98	\$ 901.60
60810	PAVEMENT MARKING EPOXY, DIAGONAL, 8-INCH	80	LF	\$ 4.00	\$ 320.00
0812	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH	1,300	LF	\$ 3.60	\$ 4,680.00
0816	PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH	150	LF	\$ 5.00	\$ 750.00
0818	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH	130	LF	\$ 5.60	\$ 728.00
0829	PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW	2	EA	\$ 103.00	\$ 206.00
0834	PAVEMENT MARKING EPOXY, WORD, ONLY	2	EA	\$ 105.00	\$ 210.00
0001	UNIT WELL PARKING LOT RESURFACING	830	SY	\$ 19.60	\$ 16,268.00
	GRAND TOTAL		· · · · · · · · · · · · · · · · · · ·		\$1,448,826.70
				 	 (R

## Project Name: RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING

Contract No. 7219



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#### Department of Public Works City Engineering Division

Larry D. Nelson, P.E. City Engineer

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

#### BIENNIAL BID BOND

#### PAYNE & DOLAN, INC.

(a corporation of the State of WI

(individual), (partnership), (hereinafter referred to as the "Principa?") and WESTERN SURETY COMPANY

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

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

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) writton 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.

12/17/2007 Biempel@idflond2308.45c

Page 1

608 266 4751

Deputy City Engineer Robert F. Phillips, P.F. Principal Engineers Michael R. Dailey, P.E. Christina M. Bachmann, P.E. John S. Fahmey, P.E. Gregory T. Fries, P.E. Facilities & Sustainability Jeanne E. Hoffman, Manager James C. Whaney, A.I.A. Operations Supervisor Kathleen M. Cryan Hydrogeologist Joseph L. DeMorett, P.G. GIS Manager David A. Davis, R.L.S. Financial Officer Staven B. Danner-Rivers

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

#### PRINCIPAL

PAYNE & DOLAN, INC.		December 19, 2011
COMPANY NAME	AFFIX SEAL	DATE
By: SIGNATURE AND TITLE, Kurt Bechthold,	President	
SURETY		
WESTERN SURETY COMPANY	· · · · · · · · · · · · · · · · · · ·	December 14, 2011
COMPANY NAME	AFFIX SEAL	DATE
By: Juli - Rale Signature AND TITLE Trudy A	A. Szalewski, Attor	ney In Fact
2315034fo	r the year	nt for the Surety in Wisconsin under License No. 2012, and appointed as attorney in
fact with authority to execute this bi	a bond, which po	wer of attorney has not been revoked.
December 14, 2011 DATE		AGENT AON RISK Services Central, Inc.
		10700 Research Drive - #450 ADDRESS
		Milwaukee, WI, 53226 City, State and ZIP CODE
		414-225-5394 TELEPHONE NUMBER

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

Page 2

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO)

y - maximum

2/1/2012 to 1/31/2014

NAME OF SURETY

WESTERN SURETY COMPANY NAME OF CONTRACTOR

PAYNE & DOLAN, INC. CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE

12/13/2007-BlennistBidBon-02008.dor

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

#### - In Unlimited Amounts -

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

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

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

State of South Dakota County of Minnehaha

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

My commission expires

November 30, 2012

D. KRELI OTARY PUBLIC

Leb	Free
	D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereofig still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of 00 2011.

WESTERN SURETY COMPANY

Relam

Bruflat, Senior Vice President

WESTERN SURETY COMPANY



#### Authorizing By-Law

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



## Department of Public Works City Engineering Division

Robert F. Phillips, P.E. City Engineer

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

#### BIENN/ALEBID) S(OND)

608 266 4751

Principal Engineers Michael R. Dalley, P.E. Chistina M. Bachmaná; P.E. John S. Fahrney, P.E. Gregory T. Fries, P.E. Facilities & Sustainability

Jeanne E. Hoffman, Mahager 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

Payne & Dolan, Inc. (a corporation of the State of <u>Wi</u> (individual), (partnership), (hereinafter referred to as the "Principal") and Western Surety Company

a corporation of the State of <u>SD</u> (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and finnly 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 curselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of \_\_\_\_\_\_\_ February 1, 2014 \_\_\_\_\_\_\_ through \_\_\_\_\_\_\_ January 31, 2016 \_\_\_\_\_\_\_

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

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

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

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

12/17/2007-BienzitalBidBond2008 per

Page 1

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.

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Second and second second second

#### PRINCIPAL

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January 6, 2014
DATE
January 2, 2014 DAVE
ney In Fact
nt for the Surety in Wisconsin under License No.
2014 , and appointed as attorney in over of attorney has not been revoked.
AGENT Aont Hist Services Sentral, Inc.
10700 Research Drive - #450
ADDRESS
Milwaukee,WI, 53226 CITY, STATE AND ZIP CODE
414-225-5394 TELEPHONE NUMBER

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

Page 2

2

## CERTIFICATE OF BIENNIAL BID BOND

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TIME PERIOD - VALID (FROM/TO)

يدرج

2/1/2014 to 1/31/2016

NAME OF SURETY

4. 5

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WESTERN SURETY COMPANY NAME OF CONTRACTOR

PAYNE & DOLAN, INC. CERTIFICATE HOLDER

City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

Kurt Bechthold, CEO

<u>January 6, 201</u>4 DATE

12/17/2007-Biennis/Bid(Sup d2008.due

Page 3

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

#### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of May, 2013.

WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha

On this 6th day of May, 2013, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

J. MOHR

ohr

Ŵ⁄ESTERN SURETY COMPANY

J. Mohr, Notary Public

Reland Malan Assistant Secretary

aul T. Bruflat, Vice President

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and surther certify that the By-Law of the corporation printed on the reverse thereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this  $\frac{1}{\sqrt{2}}$  day of  $\frac{1}{\sqrt{2}}$ 

Form F4280-7-2012

#### Authorizing By-Law

## ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

# SECTION H: AGREEMENT

THIS AGREEMENT made this <u>hereinafter called the Contractor</u>, 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 **FEBRUARY 25, 2014**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

## RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

- 2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>ONE MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-SIX AND SEVENTY CENTS (\$1,448,826.70)</u> being the amount bid by such Contractor and which was awarded to him/her as provided by law.

### 4. Wage Rates for Employees of Public Works Contractors

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national 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, sexual orientation, gender identity or national origin.

### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

- 1. Cancel, terminate or suspend this Contract in whole or in part.
- 2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

#### Article VIII

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

#### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

H-6

# RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

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:

One agresa	2-19-14
Witness	Date
Sutternund	2-19-14
Winess	Date

PAYNE & DOLAN, INC.	
Company Name	
Muchael Whather	3-19-14
President	, Date
Mighael Wickler, In	easurer 2-19-14
Secretary	Date
Mark E.Filmanowicz,	Secretary

## CITY OF MADISON, WISCONSIN

Provisions have been made to pay the liability that will accrue under this contract.	Approved as to form: tatricia fauten
Finance Director	City Attorney
Signed this day of K	Jaich 1.29 14
Marda Level mou	Yang 3-21-14
Witness	Mayor Date
Ul May Eparta	Maribeth Witzel-Behl 3-4-14
Witness /	City Clerk O Date

# ORIGINAL Bond No. 929576821

## SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **PAYNE & DOLAN, INC.** as principal, and **WESTERN SURETY COMPANY** 

Company of <u>Chicago, IL</u> as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of <u>ONE MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND EIGHT</u> <u>HUNDRED TWENTY-SIX AND SEVENTY CENTS</u> (\$1,448,826.70), lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

## RESURFACING 2014 - ASPHALT PAVEMENT PULVERIZING & PAVING CONTRACT NO. 7219

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.

JOH-

Signed and sealed thisday	<sub>/ of</sub> February, 2014
Countersigned:	PAYNE & DOLAN, INC.
ann aquisa	Company Name (Principal)
Witness Mark E Franz	President Seal Michael Wickler Treasurer
Secretary	
Mark E. Filmanowicz Approved as to form:	WESTERN SURETY COMPANY
Patricia Parten	Surety Seal
City Attorney	Attorney-in-Fact Kelly Cody, Attorney-in-Fact
This certifies that I have been duly licensed as an License No. 2433336 for the year 2 authority to execute this payment and performance between the payment and performance b	agent for the above company in Wisconsin under 20_14, and appointed as attorney-in-fact with bond which power of attorney has not been revoked.
2/26/14	le gui
Date	Agent Signature Kelly Zody

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

## - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of May, 2013.

WESTERN SURETY COMPANY

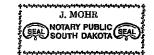
T. Bruflat, Vice President

State of South Dakota County of Minnehaha

On this 6th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this  $\frac{26m}{100}$  day of  $\frac{66m}{100}$ ,  $\frac{2014}{100}$ .



WESTERN SURETY COMPANY

Nelson, Assistant Secretary

#### **Authorizing By-Law**

## ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

# SECTION J: PREVAILING WAGE RATES

Rev. 12/03/2013-7219.doc

## PREVAILING WAGE RATE DETERMINATION Issued by the State of Wisconsin Department of Workforce Development Pursuant to s. 66.0903, Wis. Stats. Issued On: 1/6/2014

DETERMINATION NU	IMBER: 201400001
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON
PROJECT LOCATION	I: MADISON CITY, DANE COUNTY, WI
CONTRACTING AGE	NCY: CITY OF MADISON-ENGINEERING
CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	<ul> <li>Time and one-half must be paid for all hours worked:</li> <li>over 10 hours per day on prevailing wage projects</li> <li>over 40 hours per calendar week</li> <li>Saturday and Sunday</li> <li>on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li> <li>The day before if January 1, July 4 or December 25 falls on a Saturday;</li> <li>The day following if January 1, July 4 or December 25 falls on a Sunday.</li> <li>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.</li> <li>A DOT Premium (discussed below) may supersede this time and one-half requirement.</li> </ul>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

### s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

## BUILDING OR HEAVY CONSTRUCTION

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

	SKILLED TRADES	······································		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	30.48	15.90	46.38
102	Boilermaker Future Increase(s): Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on 01/01/2016	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter	30.48	15.90	46.38
106	Carpet Layer or Soft Floor Coverer	30.48	15.90	46.38
107	Cement Finisher	31.58	16.13	47.71
108	Drywall Taper or Finisher	24.80	16.60	41.40
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.07	19.25	53.32
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	24.72	0.00	24.72
112	Fire Sprinkler Fitter	36.07	18.73	54.80
113	Glazier	38.03	13.42	51.45
114	Heat or Frost Insulator	33.68	24.31	57.99
115	Insulator (Batt or Blown)	15.00	9.50	24.50
116	Ironworker	31.25	19.46	50.71
117	Lather	30.48	15.90	46.38

Determ	nination No. 201400001			Page 4 of 2
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
118	Line Constructor (Electrical)	38.25	17.31	55.56
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	32.01	17.35	49.36
121	Metal Building Erector	22.00	10.00	32.00
122	Millwright	32.11	15.95	48.06
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
127	Pipeline Fuser or Welder (Gas or Utility)	30.79	19.74	50.53
129	Plasterer	31.03	17.71	48.74
130	Plumber Future Increase(s): Add \$1/hr on 6/1/2014.	36.42	16.87	53.29
132	Refrigeration Mechanic	41.60	16.71	58.31
133	Roofer or Waterproofer	29.40	6.25	35.65
134	Sheet Metal Worker	34.45	22.57	57.02
135	Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014.	42.95	17.81	60.76
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.25	12.24	34.49
138	Temperature Control Installer	32.94	18.80	51.74
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	28.74	17.27	46.01
	TRUCK DRIVERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	32.39	18.46	50.85
203	Three or More Axle	18.00	22.88	40.88
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	18.00	22.88	40.88
207	Truck Mechanic	18.00	22.88	40.88
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.21	14.63	38.84
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper	21.01	9.37	30.38
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.01	13.63	34.64
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.33	13.65	31.98
314	Railroad Track Laborer	23.46	3.30	26.76
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

Determination No. 201400001

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

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a 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).		18.96	52.38
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner, Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	32.89	18.96	51.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
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.	38.80	18.98	57.78
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.	34.50	18.98	53.48

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.

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

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
<u>CODE</u>	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Towe Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).		6.95	43.30
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).	33.42	18.96	52.38
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).		18.96	51.85

Determ	nination No. 201400001			Page 8 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
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.		18.96	49.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.		17.89	42.08
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	32.32	18.55	50.87
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

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Determination No. 201400001

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	\$ 35.10	\$ 18.40	\$ 53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49
107	<ul> <li>Cement Finisher</li> <li>Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.</li> <li>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.40/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.</li> </ul>	33.51	16.13	49.64
09	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
11	Fence Erector	24.72	0.00	24.72
16	Ironworker	31.25	19.46	50.71
18	Line Constructor (Electrical)	38.25	17.31	55.56
25	Pavement Marking Operator	16.00	7.35	23.35
26	Piledriver	30.98	15.90	46.88
30	Plumber	33.75	14.07	47.82
35	Steamfitter	42.45	16.71	59.16
37	Teledata Technician or Installer	21.89	11.85	33.74

SEWER, WATER OR TUNNEL CONSTRUCTION

Determ	ination No. 201400001			Page 10 of
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	18.98	57.78
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION	29.16	14.34	43.50
15 <b>1</b>	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35
	LABORERS	······································		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.60	14.62	40.22
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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## HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u>	HOURLY FRINGE <u>BENEFITS</u>	TOTAL
		\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).	33.42	18.96	52.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).		18.96	51.85

Detern	ination No. 201400001			Page 12 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$2.5/hr for operating tower crane.	35.11	19.45	54.56
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	24.19	17.89	42.08
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	18.98	57.78
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	18.98	53.48
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	18.98	53.48

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# AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

	SKILLED TRADES		· · · · · · · · · · · · · · · · · · ·	
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u>
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	30.48	15.90	46.38
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49,64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.07	19.25	53.32
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
24	Painter	21.87	11.37	33.24
25	Pavement Marking Operator	30.00	0.00	30.00
26	Piledriver	30.98	15.90	46.88
33	Roofer or Waterproofer	29.40	6.25	35.65
37	Teledata Technician or Installer	21.89	11.85	33.74
43	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
44	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
50	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
.51	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY	HOURLY FRINGE <u>BENEFITS</u>	TOTAL
450		\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
	TRUCK DRIVERS			······································
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
201	Single Axle or Two Axle	\$	\$ 19.90	\$ 54.12
203	Three or More Axle Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.52	17.77	42.29
204	<ul> <li>Articulated, Euclid, Dumptor, Off Road Material Hauler</li> <li>Future Increase(s):</li> <li>Add \$1.75/hr on 6/1/14; Add \$1.25/hr on 6/1/15; Add</li> <li>\$1.30/hr on 6/1/16; Add \$1.25/hr on 6/1/17.</li> <li>Premium Increase(s):</li> <li>DOT PREMIUMS: 1) Pay two times the hourly basic</li> <li>rate on Sunday, New Year's Day, Memorial Day,</li> <li>Independence Day, Labor Day, Thanksgiving Day &amp;</li> <li>Christmas Day. 2) Add \$1.50/hr night work premium.</li> <li>See DOT's website for details about the applicability of</li> <li>this night work premium at: http://roadwaystandards.dot.</li> <li>wi.gov/hcci/labor-wages-eeo/index.shtm.</li> </ul>	29.27	20.40	49.67
205	Pavement Marking Vehicle	23.31	17.13	40.44
206	Shadow or Pilot Vehicle	34.22	19.90	54,12
207	Truck Mechanic	23.31	17.13	40.44

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	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u>
301	<ul> <li>General Laborer</li> <li>Future Increase(s): Add \$1.60/hr on 6/1/2014.</li> <li>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:</li> <li>1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/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).</li> </ul>	29.32	14.63	43.95
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.32	14.63	43.95
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, 2) Add \$1,25/hr when the Wisconsin	25.67	14.63	40.30
	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.			
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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## HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over, Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	36.72	20.40	57.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	36.22	20.40	56.62

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	<u>TOTAL</u> \$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster, Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor, Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine; (Conveyor); Material or Stack Hoist; Mechanic or Welder, Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcc		20.40	56.12

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.46	20.40	55.86
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.17	20.40	55.57
536	Fiber Optic Cable Equipment.	26.69	16.65	43.34
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	18.98	57.78

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Determ	Determination No. 201400001			Page 19 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	18.98	53.48
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	34.50	18.98	53.48

### Determination No. 201400001

## LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	Hourly Fringe <u>Benefits</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	32.93	19.93	52.86
107	Cement Finisher	31.48	15.68	47.16
109	Electrician	31.27	22.81	54.08
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Roofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	18.98	57.78
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	30.00	15.00	45.00

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Determ	nination No. 201400001			Page 21 of 2
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	17.00	0.00	17.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	17.00	0.00	17.00

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer	28.07	13.25	41.32
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

Determination No. 201400001

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#### **HEAVY EQUIPMENT OPERATORS** CONCRETE PAVEMENT OR BRIDGE WORK Fringe Benefits Must Be Paid On All Hours Worked HOURLY HOURLY BASIC RATE FRINGE CODE TRADE OR OCCUPATION OF PAY BENEFITS <u>TOTAL</u> \$ \$ \$ 541 Crane, Tower Crane, Pedestal Tower or Derrick, With or Without 36.72 20.40 57.12 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 \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm. Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or 542 36.22 20.40 56.62 Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.

Detern	nination No. 201400001			Page 23 of 28
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY	
<u>CODE</u>	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper, Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); 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 \$1.75/hr on 6/1/2016; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMILUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.72	20.40	56.12
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (WIth or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.79	53.75
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.	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

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Determination No. 201400001 Page 24 of 28 Fringe Benefits Must Be Paid On All Hours Worked HOURLY HOURLY **BASIC RATE** FRINGE TRADE OR OCCUPATION OF PAY CODE BENEFITS TOTAL \$ \$ \$ 547 Work Performed on the Great Lakes Including Diver; Wet Tender or 38.80 18.98 57.78 Hydraulic Dredge Engineer. Work Performed on the Great Lakes Including 70 Ton & Over Tug 548 38.80 18.98 57.78 Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator: Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Work Performed on the Great Lakes Including Deck Equipment Operator 549 34.50 18.98 53.48 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. Work Performed on the Great Lakes Including Deck Equipment Operator; 550 34.50 18.98 53.48 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. HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK Fringe Benefits Must Be Paid On All Hours Worked HOURLY HOURLY **BASIC RATE** FRINGE CODE TRADE OR OCCUPATION **BENEFITS** OF PAY TOTAL \$ \$ \$ 551 Crane, Tower Crane, Pedestal Tower or Derrick, With or Without 35.12 18.46 53,58 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, Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or 552 36.22 20.40 56.62 Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1,25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.

	ination No. 201400001			Page 25 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	32.89	18.96	51.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	33.67	19.48	53.15
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.17	20.40	55.57
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## Determination No. 201400001

## 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 TRADE	S		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.25/hr on 6/2/2014.	33.68	19.81	53.49
102	Boilermaker	26.00	4.73	30.73
103	Bricklayer, Blocklayer or Stonemason	32.01	13.26	45.27
104	Cabinet Installer	22.00	1.05	23.05
105	Carpenter	30.48	3.24	33.72
106	Carpet Layer or Soft Floor Coverer	23.68	3.20	26.88
107	Cement Finisher	20.93	5.94	26.87
108	Drywall Taper or Finisher	22.50	0.88	23.38
109	Electrician	27.50	7.47	34.97
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	18.52	4.89	23.41
112	Fire Sprinkler Fitter	52.82	5.54	58.36
113	Glazier	38.03	13.42	51.45
114	Heat or Frost Insulator	30.00	0.00	30.00
115	Insulator (Batt or Blown)	19.00	14.33	33.33
116	Ironworker	31.25	19.46	50.71
117	Lather	30.48	3.24	33.72
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	32.01	13.26	45.27
121	Metal Building Erector	17.00	3.82	20.82
123	Overhead Door Installer	12.00	0.00	12.00
124	Painter	20.00	4.22	24.22

Detern	nination No. 201400001		F	Page 27 of 28
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
125	Pavement Marking Operator	30.00	0.00	30.00
129	Plasterer	25.00	0.00	25.00
130	Plumber	30.00	10.62	40.62
132	Refrigeration Mechanic	19.75	8.56	28.31
133	Roofer or Waterproofer	17.00	3.72	20.72
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	31.72	16.10	47.82
137	Teledata Technician or Installer	24.75	8.09	32.84
138	Temperature Control Installer	22.50	0.70	23.20
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.77	16.50	40.27
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	32.50	3.21	35.71
146	Well Driller or Pump Installer	27.60	5.80	33.40
147	Siding Installer	20.18	0.00	20.18
	TRUCK DRIVERS	5	·····	

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS	<u>TOTAL</u> \$
201	Single Axle or Two Axle	28.05	4.16	32.21
203	Three or More Axle	18.00	2.37	20.37
205	Pavement Marking Vehicle	18.00	2.37	20.37
207	Truck Mechanic	19.00	1.85	20.85
·	LABORERS			

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
<u>CODE</u>	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
301	General Laborer	18.14	10.16	28.30
302	Asbestos Abatement Worker	17.00	3.86	20.86

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Determ	nination No. 201400001		F	Page 28 of 2
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
303	Landscaper	30.00	0.00	30.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
315	Final Construction Clean-Up Worker	16.00	0.00	16.00
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<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & DIstributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, TImbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); WInches & A-Frames.		20.08	49.78
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over) Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	• ,	16.00	45.70
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