| ROUTING: Routine | | Routing Form | printed on: 08/08/2014 |
|--|--|--------------------------------------|----------------------------|
| Contract between and Dept. or Divi Name/Phone Number | ision: Engineer | derground and Trucki ing Division | ng Inc |
| Project: High St | reet Reconstruct | ion Assessment Distr | rict - 2014 |
| Contract No.: 72 Enactment No.: A Dollar Amount: | 230 RES 14-00601 220,431.50 | File No.: Enactment | 34822 Date: 08/07/2014 |
| (Please DATE befo | ore routing) | | |
| Signatures Requir | red | Date Received | Date Signed |
| City Clerk | | 1 8.11.14 | 8-1172014 |
| Director of Civil | | 8-11-2014 | |
| Risk Manager | COLOK | 8-15-14 | 1 8/19/14 RA |
| Finance Director | | 1 8.19.14 KISV | 1 8.20.14 |
| | | 1 8-20-14 | 1 8-27-2014 |
| Mayor | | 1 8-27-14 | |
| | | | . |
| Please return sig Room 103, City-Co Original + 2 | ned Contracts to ounty Building for Copies | the City Clerk's Of r filing. PO | #81537230 \$/19/14 KLS/ |
| 08/08/2014 13:30: | 21 enjls - Glen ⁻ | Yoerger, 261-9177 | • |

Dis Rights: OK NA/ Problem - Hold Prev Wage: AA/ Agency / No Contract Value: See above AA Plan: <u>Kempt</u> Amendment / Addendum # Type: POS / Dvlp / Sbdy / Gov't / Grant PW / Goal Loan / Agrmt



-

City of Madison

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

Master

| | | File Number: 34822 | | |
|----------------|--|--|---------------------|--------------------------|
| File ID: | 34822 | File Type: Resolution | Status: | Passed |
| Version: | 1 | Reference: | Controlling Body: | BOARD OF PUBLIC WORKS |
| Lead Referral: | BOARD OF PUBLIC WORKS | Cost: | File Created Date : | 07/09/2014 |
| File Name: | • | Contract No. 7230, High Assessment District - 2014. | Final Action: | 08/05/2014 |
| Title: | Awarding Public Wor Assessment District - | ks Contract No. 7230, High Str 2014. | eet Reconstruction | |
| Notes: | | | | |
| | | | CC Agenda Date: | 08/05/2014 |
| | | | Agenda Number: | 57. |
| Sponsors: | BOARD OF PUBLIC W | ORKS | Effective Date: | 08/07/2014 |
| Attachments: | Contract 7230.pdf | | Enactment Number: | RES-14-00601 |
| Author: | Rob Phillips, City Engin | leer | Hearing Date: | |
| Entered by: | mhacker@cityofmadisc | on.com | Published Date: | |

Approval History

| Version | Date | Approver | Action |
|---------|------------|----------------|---------|
| 1 | 07/18/2014 | Craig Franklin | Approve |

History of Legislative File

| Ver- sion: | 3 2 | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|-------------------------------|--------------------|---|--------------------------|-----------------|-----------------|---------|
| 1 | Engineering Division | 07/09/2014 | Refer | BOARD OF PUBLIC WORKS | 07/16/2014 | 07/16/2014 | |
| | Action Text: This F Notes: | Resolution was Ref | er to the BOARD OF P | UBLIC WORKS due ba | ck on 7/16/2014 | | |
| 1 | BOARD OF PUBLIC WORKS | 07/16/2014 | RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER | | | | Pass |

Printed on 8/8/2014



| <u>Maste</u> | er Continued (34822 Action Text: | A motion was made by § | Skidmore, seconded by Fix, to RECOMMEND TO COUNCIL TO ADOPT OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion ner. | <u>,</u> |
|--------------|-------------------------------------|------------------------|--|----------|
| | Notes: | | | |
| 1 | COMMON COU | NCIL 08/05/2014 | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
| | Action Text: | • | DeMarb, seconded by Clausius, to Adopt Under Suspension of Rules 2.04, e motion passed by voice vote/other. | |
| | Notes: | | | |

Text of Legislative File 34822

Fiscal Note

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

Title

Awarding Public Works Contract No. 7230, High Street Reconstruction Assessment District - 2014.

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. 7230) for itemization of bids.

PROJECT

CONTRACTOR

CONTRACT NO. 7230 HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2014

S&L UNDERGROUND AND TRUCKING, INC.

\$220,431.50

| Acct. No. CS53-58250-810354-00-53W1727 | \$101,034.00 |
|--|---------------------|
| Contingency 8% <u>+</u> | 8,083.00 |
| Plan & Prep 15% <u>+</u> | <u>15,153.00</u> |
| Sub-Total | \$124,270.00 |
| Acct. No. ES01-58275-810332-00-53W1727 | \$45,388.50 |
| Contingency 8% <u>+</u> | <u>3,631.50</u> |
| Sub-Total | \$49,020.00 |
| Acct. No. EW01-58273-810455-00-53W1727 | \$74,009.00 |
| Contingency 8% <u>+</u> | <u>5,921.00</u> |
| Sub-Total | \$79,930.00 |
| GRAND TOTAL | <u>\$253,220.00</u> |

Wisconsin Office of the Commissioner of Insurance Licensed Producer Search*

Monday, July 28, 2014

SMITH, CONNIE HUDSON WI

Year of Birth: 1968 Status: Active License Number: 2587929 NPN**: 16492915 Effective Date: 12-19-2011 Expiration Date: 07-31-2014 License Type: Resident Intermediary Indv CE Compliance: 07-31-2014

Lines of Authority

| Line of Authority | Residency | Effective Date | Status |
|-------------------|-----------|----------------|--------|
| Property | Resident | 12-19-2011 | Active |
| Casualty | Resident | 12-19-2011 | Active |

Appointments and Terminations

| | alification pe/Status | Effective Date | Termination Date | Termination Reason |
|---|--------------------------|---|--|-----------------------|
| American Contractors Indemnity Company | CAS/Active | 12-27-2013 | 3 | |
| Berkley Insurance Company | CAS/Active | 08-26-2013 | 3 | |
| Citizens Insurance | CAS/Active | 12-28-201 | 1 | |
| Company of America | PROP/Active | 12-28-201 | 1 | |
| Colonial American | CAS/Active | 10-30-2012 | 2 | |
| Casualty and Surety Company | PROP/Active | 10-30-2012 | 2 | |
| Fidelity and Deposit | CAS/Active | 10-30-201 | 2 | |
| Company of | PROP/Active | 10-30-201 | 2 | |
| Maryland | | n na serie de la serie de s | and a second | |
| Granite Re, Inc. | SUR/Active | 03-21-2012 | | |
| Guarantee Company of North America USA, The | CAS/Active | 12-28-201 | 1 | |
| Hanover Insurance | CAS/Active | 12-28-201 | 1 | |
| Company, The | PROP/Active | 12-28-201 | 1 | |
| IMT Insurance | CAS/Active | 12-22-201 | 1 | |
| Company | PROP/Active | 12-22-201 | 1 | |

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=2

7/28/2014

Print Version of Licensed Producers Search - Detail

| - | | | | |
|--|--|--|---|---|
| Lexon Insurance Company | SUR/Active | 12-21-2011 | | |
| Massachusetts Bay | CAS/Active | 12-28-2011 | | |
| Insurance Company | PROP/Active | 12-28-2011 | | |
| Merchants Bonding Company (Mutual) | CAS/Active | 12-23-2011 | | |
| Merchants National Bonding, Inc. | CAS/Active | 02-06-2013 | | |
| Meridian Security | CAS/Active | 06-27-2012 | | |
| Insurance Company | PROP/Active | 06-27-2012 | | |
| Milbank Insurance | CAS/Active | 06-27-2012 | | |
| Company | PROP/Active | 06-27-2012 | | |
| | | | | |
| Old Republic Insurance Company | CAS/Active | 02-03-2012 | | |
| Old Republic Surety Company | CAS/Active | 02-03-2012 | | |
| Star Insurance | CAS/Inactive | 01-03-2012 | 12-12-2013 | Canceled |
| Company | PROP/Inactive | 01-03-2012 | 12-12-2013 | Canceled |
| State Auto Insurance | CAS/Active | 06-27-2012 | | |
| Company of | PROP/Active | 06-27-2012 | | |
| Wisconsin | | | | |
| State Auto Property | CAS/Active | 06-27-2012 | | |
| and Casualty | PROP/Active | 06-27-2012 | | |
| Insurance Company | | | | |
| State Automobile | CAS/Active | 06-27-2012 | | |
| Mutual Insurance | PROP/Active | 06-27-2012 | | |
| Company | | | | |
| U.S. Specialty | CAS/Active | 12-27-2013 | | |
| Insurance Company | • • • • • • | | | |
| United Fire & | CAS/Active | 01-16-2012 | | |
| Casualty Company | PROP/Active | 01-16-2012 | | |
| Wadena Insurance | CAS/Active | 12-22-2011 | | |
| Company | PROP/Active | 12-22-2011 | | |
| Western National | CAS/Active | 06-20-2012 | * a r | |
| Mutual Insurance | PROP/Active | 06-20-2012 | · | |
| Company | | | | |
| Western Surety Company | CAS/Active | 01-12-2012 | | |
| Ĩ <mark>ĸĸĸĸĸĸĸĸĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊĊ</mark> | n ayan ka kana bara kana bara kuma ka manga ka | n an t-Antoin an | n i na se se su na se parte la conserva en su parte de la conserva parte de la conserva de la conserva de la co La conserva en la conserva en la conserva en la conserva en la conserva de la conserva de la conserva de la cons | <u>n man geren en dis Firen per parti dis 10 di 1000 en especial de 10000 en especial de 1000 en especial de 1000</u> |

https://ociaccess.oci.wi.gov/ProducerInfo/GetPrint.oci?prdId=2

Print Version of Licensed Producers Search - Detail

- * 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.

7/28/2014

\$220,431.50 CONTRACTOR'S OFFICE COPY

BID OF S&L UNDERGROUND AND TRUCKING, INC.

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014

CONTRACT NO. 7230

PROJECT NO. 53W1727

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON AUGUST 5, 2014

CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

INDEX

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

ober

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

RFP: gy

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: | HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 |
|---|--|
| CONTRACT NO.: | 7230 |
| SBE GOAL | 4% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | JUNE 20, 2014 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M) | JUNE 20, 2014 |
| BID SUBMISSION (1:00 P.M.) | JUNE 27, 2014 |
| BID OPEN (1:30 P.M.) | JUNE 27, 2014 |
| PUBLISHED IN WSJ | 6/13/14 & 6/20/14 |

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 - 2014 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 qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

| <u>Buil</u> | din | g Demolition | | , | |
|--------------|--------|--|------------------------------|--------------------|--|
| 101 | _ | Asbestos Removal | 110 | | Building Demolition |
| 120 | | House Mover | | | |
| Stre | et, | Utility and Site Construction | | | |
| 201 | | | 270 | | Retaining Walls, Reinforced Concrete |
| 205 | | Blasting | 275 | \boxtimes | Sanitary, Storm Sewer and Water Main |
| 210 | | | | | Construction |
| 215 | | Concrete Paving | 276 | | Sawcutting |
| 220 | | Con, Sidewalk/Curb & Gutter/Misc. Flat Work | 280 | | Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 221 | | | 285 | _ | 5 |
| 222 | | Concrete Removal | | | Sewer Pipe Bursting |
| 225 | | Dredging | 295 | | |
| 230 | | 0 | 300 | | |
| 235 | | | 305 | | Storm & Sanitary Sewer Laterals & Water Svc. |
| 240 | | 8 | | | Street Construction |
| 241 | | | 315 | | Street Lighting |
| 242 | | | 318 | | U |
| 245 | | Landscaping, Maintenance | 320 | | Traffic Signals |
| 250 | | Landscaping, Site and Street | 325 | - | |
| 251 | | 5 1 | 332 | | |
| 252 | | | 333 | _ | Tree, pesticide treatment of |
| 255 | | Pavement Sealcoating and Crack Sealing | 335 | | Trucking |
| 260 | | Petroleum Above/Below Ground Storage | 340 | | |
| | | Tank Removal/Installation | | _ | Electrical & Communications |
| 262 | | Playground Installer | 399 | | Other |
| 265 | Ŀ | Retaining Walls, Precast Modular Units | | | |
| Bride | 20 | Construction | | | |
| | | Bridge Construction and/or Repair | | | |
| 501 | ш | Bridge Construction and/or Repair | | | |
| <u>Builc</u> | ling | g Construction | | | |
| 401 | | Floor Covering (including carpet, ceramic tile installation, | 437 | | Metals |
| | | rubber, VCT | 440 | | Painting and Wallcovering |
| 402 | | Building Automation Systems | 445 | | Plumbing |
| 403 | | Concrete | 450 | | Pump Repair |
| 404 | \Box | Doors and Windows | 455 | | Pump Systems |
| 405 | \Box | Electrical - Power, Lighting & Communications | 460 | | Roofing and Moisture Protection |
| 410 | | Elevator - Lifts | 464 | \Box | Tower Crane Operator |
| 412 | | Fire Suppression | 461 | | Solar Photovoltaic/Hot Water Systems |
| 413 | | Furnishings - Furniture and Window Treatments | 465 | | Soil/Groundwater Remediation |
| 415 | | General Building Construction, Equal or Less than \$250,000 | 466 | | Warning Sirens |
| 420 | | General Building Construction, \$250,000 to \$1,500,000 | 470 | | Water Supply Elevated Tanks |
| 425 | \Box | General Building Construction, Over \$1,500,000 | 475 | | Water Supply Wells |
| 428 | | Glass and/or Glazing | 480 | \Box | Wood, Plastics & Composites - Structural & |
| 429 | \Box | Hazardous Material Removal | | | Architectural |
| 430 | \Box | Heating, Ventilating and Air Conditioning (HVAC) | 499 | | Other |
| 433 | | Insulation - Thermal | | | |
| 435 | | Masonry/Tuck pointing | | | |
| State | | f Micoongin Cartifications | | | |
| <u>3 ale</u> | | f Wisconsin Certifications | | | r to inhabited buildings for superior (open site and |
| I | | € I | ina cia | sei | to innabiled buildings for quarties, open pils and |
| 2 | | road cuts. Class 6 Blaster - Blasting Operations and Activities 2500 feet a | and alc | | r to inhabited buildings for transhes, site |
| 2 | | 5 | | | • |
| 2 | r1 | excavations, basements, underwater demolition, underground | | | |
| 3 | | Class 7 Blaster - Blasting Operations and Activities for structur | | | a man ro in height, phoges, towers, and any of |
| л | | | ASIE | | |
| 4 | 'n | the objects or purposes listed as "Class 5 Blaster or Class 6 Bl | | | (Attach conies of State Certifications) |
| | | Petroleum Above/Below Ground Storage Tank Removal and Ir | nstalla | tion | |
| 5 | | Petroleum Above/Below Ground Storage Tank Removal and Ir Hazardous Material Removal (Contractor to be certified for ast | nstalla pestos | tion and | d lead abatement per the Wisconsin Department |
| | | Petroleum Above/Below Ground Storage Tank Removal and Ir | nstalla pestos he foli | tion and owi | d lead abatement per the Wisconsin Department ing link for application: |

- 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.cityofmadison.com/dcr/aaTBDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

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

The Small Business Enterprise Compliance Report is to be submitted by the <u>bidder</u> with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

- 2.4.2.1 If the Bidder <u>meets or exceeds</u> the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.1.1
 Cover Page, Page C-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.

SECTION D: SPECIAL PROVISIONS

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

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.

 \square

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:

 \boxtimes

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).

ARTICLE 104 - SCOPE OF WORK

The project limits for the work to be done are on High Street from Haywood Drive to Delaplaine Court. The project is approximately 230 feet in length.

The work under this contract shall include but not be limited to installation of sanitary sewer, water main, curb and gutter, drive aprons, base preparation, asphalt pavement, topsoil placement and seeding and sidewalk construction and repair.

Sanitary sewer work consists of replacement of Sanitary Access Structures (SASs), installation of 8"sanitary sewer and replacement of laterals within the project limits.

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

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

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

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

SECTION 105.12 <u>COOPERATION BY THE CONTRACTOR</u>

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

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

The lateral at 830 High St. is to be removed and replaced from the house to the proposed sanitary sewer main. The City will obtain a right-of-entry from the property owner to allow the sewer work to be performed on private property. The property owner has hired a private contractor to perform foundation work on the house. The Contractor shall coordinate any work on private property with private contractor.

Work in this contract may require utility relocations to install the new sanitary sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. The contacts for known utilities in the right of way are listed below.

Madison Gas & Electric (Gas)

Steve Beversdorf, P.E.; office (608) 252-1552, cell (608) 444-9620

ARTICLE 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic

Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by 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).

High Street may be closed to through traffic at the project limits, for the duration of the project. Local and emergency vehicle access shall be maintained at all times.

Haywood Drive shall remain open to two-way traffic at all times. The westbound curb/parking lane of Haywood Drive at High Street may be closed to accommodate the construction. Signing, barricading and flagging in conformance the MUTCD shall be used as necessary to maintain two-way traffic on Haywood Drive at all times. Minimum traffic lane widths are 10 feet to edge of pavement and 12 feet from face of curb. Milling and paving operations on Haywood Drive will require flagging operations to maintain two-way traffic.

Delaplaine Court may be closed to through traffic for one calendar day to accommodate the construction of the water service crossing of Delaplaine Court, serving St Mary's Hospital. Delaplaine Court may also be closed to through traffic for one calendar day for milling and paving operations. Delaplaine Court shall remain open to two-way traffic at all other times. The eastbound curb/parking lane of Delaplaine Court at High Street may be closed to accommodate the construction. Signing, barricading and flagging in conformance the MUTCD shall be used as necessary to maintain two-way traffic on Delaplaine Court in accordance with these special provisions. Minimum traffic lane widths are 10 feet to edge of pavement and 12 feet from face of curb.

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times.

Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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

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

Contact Yang Tao, Traffic Engineering Division, (608) 266-4815, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the permanent pavement marking and signing has been installed by the City. The City shall notify the Contractor when the final pavement marking and signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit.

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or after <u>AUGUST 25, 2014</u>. All work included in the contract shall be completed by <u>October 17, 2014</u>.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

SECTION 203.2 DISPOSING OF MATERIALS

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

BID ITEM 20302 - SAWCUT CONCRETE, FULL DEPTH

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. The Sawcut Concrete bid item will be used for payment of the longitudinal sawcutting of existing sidewalk that is designated in the plans to remain in place. Transverse sawcutting or any other sawcutting required for removal of concrete sidewalk as shown in the plans is incidental to the removal item.

ARTICLE 210.1(d) <u>STREET SWEEPING</u>

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

BID ITEM 21001 - EROSION CONTROL PLAN & IMPLEMENTATION

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

BID ITEM 21014 – CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification will result in no payment for this item not a partial payment.

ARTICLE 401 CRUSHED AGGREGATE BASE COURSE

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

ARTICLE 501 SEWER AND SEWER STRUCTURES GENERAL

SANITARY SEWER GENERAL

The Sanitary Sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or <u>kfrank@cityofmadison.com</u>.

This project shall included installing approximately 180 feet of new 8" PVC SDR-35 pipe and 205 feet of new sanitary lateral SDR-35, in order to reconnect nine (9) sanitary laterals.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2014 ed. All new sewer main connections may be factory cored and shall be

included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

With regard to the City of Madison Standard Specification s for Public Works Construction 2014 Edition Article 203.2c, any pipe found in a trench that is less than 10" inside diameter while installing a sewer facility shall be considered incidental to the pipe being installed. Any pipe plugs required to abandon or remove sewer access structures (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of pipe being abandoned.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

Laterals were not located and are shown on the plans as per City records (property line locations) and CCTV surveys (wye locations).

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35)

Sanitary sewer laterals shown on the construction plans were located by City records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50354 - RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Pipe beyond the first 5' shall be paid for separately under Bid Item 50353 SANITARY SEWER LATERAL.

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2014 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

WATER MAINS GENERAL

The Water Utility designer for the project is Adam Wiederhoeft. He may be contacted at (608) 266-9121 or <u>awiederhoeft@madisonwater.org</u>. In case of a water system emergency, please contact the 24-HR Operator at (608) 266-4665.

This project consists of water main improvements on High St between Haywood Dr and Delaplaine Ct. The project includes approximately 265-feet of water main replacement (approximately 20-feet of 4-inch, 10-feet of 6-inch, and 235 feet of 8-inch main).

Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector and will be paid under Bid Item 70053 – Replace 1-Inch Copper Service Lateral.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

View the site prior to bidding and become familiar with existing conditions and utilities.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

| WN1 | Replace the existing lead service with a new copper service. |
|------|---|
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |
| WN4 | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5 | Relocate the existing fire hydrant. |
| WN6 | Abandon water valve access structure. |
| WN7 | Furnish and install the new top section for the water access structure. |
| WN8 | Abandon the valve box. |
| WN9 | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral. |
| WN10 | Remove and salvage existing hydrant. |
| WN11 | Replace the existing copper service with a new copper service. |

SECTION 703 CONSTRUCTION METHODS FOR WATER MAINS

ST. MARY'S HOSPITAL ALUMNI HALL - 4-IN WATER SERVICE WORK REQUIREMENTS

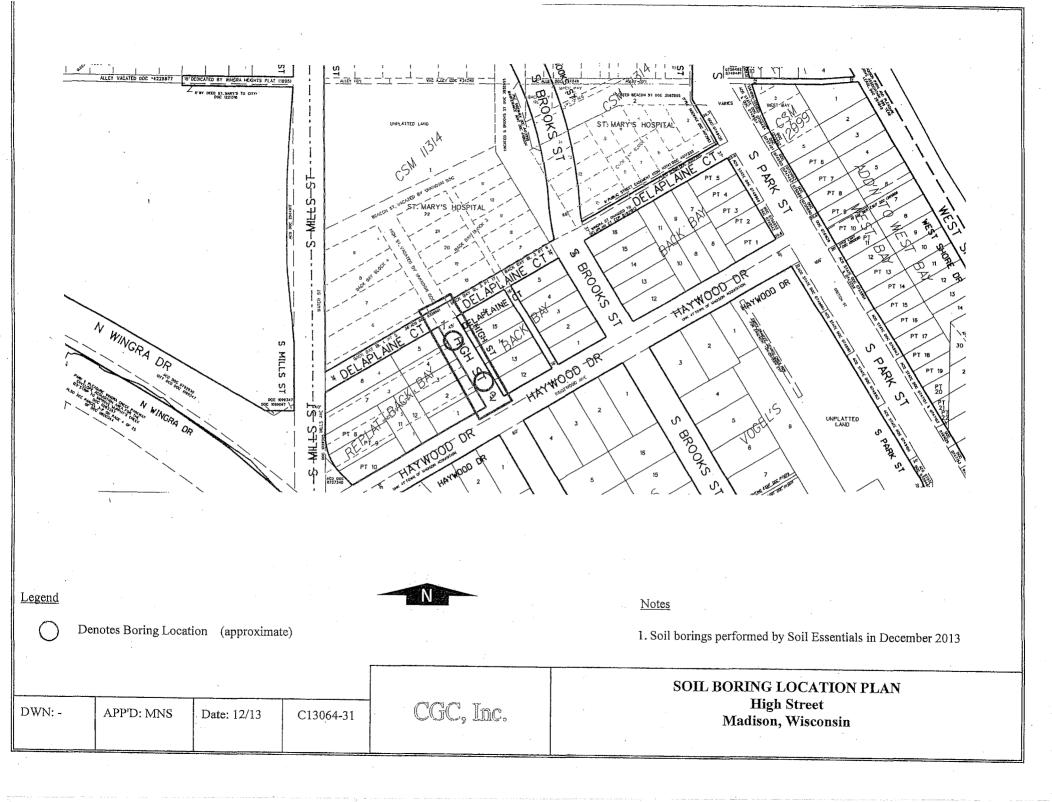
The UW Department of Family Medicine administrative offices and several St Mary's hospital associated offices are located in Alumni Hall at 1100 Delaplaine Ct. The 4-inch water service lateral to this property is being replaced in the street right-of-way as part of this project. Any work requiring a service interruption to this facility must occur on a Saturday with at least 1-week prior notification to both the St Mary's Hospital Facilities/Maintenance Manager and the UW Dept. of Family Medicine Office Manager (contact information below).

Dale Bollig St Mary's Hospital Facilities/Maintenance Manager 608-225-3324 (mobile) 608-225-3324 (office)

Rebecca Patterson UW Dept. of Family Medicine Office Manager 608-262-7755 (direct) 608-263-4550 (main)

The water service connection is in close proximity to a Madison Gas & Electric underground nine-duct package (3x3). Adequately protect and support these facilities when working nearby. Coordinate, as applicable, with the respective utility owner for inspections and/or utility support requirements. The utility protection and support, including utility coordination is considered incidental to the water main construction.

Upon completion of the service lateral replacement, the existing 4-inch valve is to remain in the open position with the valve box abandoned. Any pavement or concrete work for abandoning the existing valve box is considered incidental to the work.



| | | | | | | | | | | | • | | |
|---------------|------------------|-------|----------------|---|-----------------------|--|--|---------------------|------------|---------------------------------------|----------|-------------|--|
| | | | | | | | | | | | | | |
| | and the second | | - State Sector | | | LOG OF TEST BORING | 3 | Boring No |). | | 1 | | |
| CGC Inc. | | | | Project High Street 90'SE of Delaplaine, 6'SW of CL Location Madison, Wisconsin | | | Surface Elevation (ft) 100.4* Job No. C13064-31 Sheet 1 of 1 | | | | | | |
| | SAMPLE | | | 292 | VISUAL CLASSIFICATION | | | SOIL PROPERTIES | | | | | |
| No. | T Rec P (in.) | Moist | N | Depth (ft) | | and Remarks | | qu (qa) (tsf) | w | LL | PL | ΓI | |
| | | | | <u>+</u> ⊢- | \boxtimes | 2.5" Asphalt Pavement/8" Base Course | <u> </u> | | | | | | |
| 1 | 8 | M | 8 | <u>+</u> _ ⊢ | Ħ | FILL: Brown Sand with Silt and Gravel | | · | <u> </u> | | <u> </u> | · | |
| | | | | | | | | | | | | | |
| | | | | | | | | - | | | | | |
| 2 | 4 | M | 2/18" | | | | | | | | | | |
| | | | | 5- | | | | | | | ~ | | |
| 3 | 8 | M | 3 | | | Very Loose, Dark Brown Silty Fine Sand Little Gravel (SM - Possible Fill) | , Trace to | | | | | | |
| 5 | | 141 | | ⊢ └─ | | | | | | | | | |
| | · · · | | | | | | | | | | | | |
| 4 | 16 | M | 3 | <u> </u> | 1.11 | Very Loose, Brown and Gray Fine Sand, and Gravel (SM - Possible Fill) | Some Silt | | | | | | |
| | | | | | | | | | | | | | |
| | | | | ⊢ - | | | ŗ | | | | | | |
| ļ | | | | | | | | | | | | | |
| | | | | - | | Medium Dense, Light Tan to White Fine SAND, Trace Silt and Gravel (SP) | to Medium | | | - | | | |
| 5 . | 10 | М | 19 | | | brite, flue on and clutor (br) | - | | | | | | |
| | · · | | | | | | | | | | | | |
| | | | | - 15- | <u>9959</u> | End of Boring at 15 ft | | | | | | | |
| | | | | | | Borehole backfilled with bentonite ch asphalt patch | ips and | | | | | | |
| | | | | - | | *Elevation determined using an assumed of 100.0 ft referencing the top nut of a hydr situated at the intersection of Haywood a | ant | | | | | | |
| | | | ۲ ۱ | - | | | | | | | | .~ | |
| | |] | WA | | LE | VEL OBSERVATIONS | G | ENERA | | TES | | | |
| | Drilli | . 0 | | <u>W</u> | U | | | 5/13 End | 12/5/ | | ~ 704 | 200 | |
| Time Depth | to Wa | ater | g | | | ¥ | Driller Sl Logger DA | P Editor | DAI ESF | | ig /ð2 | 4 <u>11</u> | |
| Depth | | | ion li | lnes rep | rese | nt the approximate boundary between y be gradual. | Drill Method | <u>2 1/4" F</u> | IJA | · · · · · · · · · · · · · · · · · · · | | | |

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE HIGH STREET RECONSTRUCITION ASSESSMENT DISTRICT -2014

CONTRACT NO. 7230

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.

- 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.
- 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).
 I hereby certify that all statements herein are made on hehalf of S&L Underground &

| Unuergroy | Thereby certify that an statements herein are made on behan of _Self. Onderground te |
|-----------|--|
| | Bildeking inc. (hand of corporation, paracesing, or person submitting old) a corporation |
| 5 | organized and existing under the laws of the State of Wisconsina |
| CORPORATE | partnership consisting of; an individual trading as |
| gen (men | , of the City of |
| SEAL | State of; that I have examined and carefully prepared this |
| | Toposal, nom ale plans and spectreations and have checked ale same in douin before |
| ₽. | Submitting this Proposal; that I have fully authority to make such statements and submit this |
| Trucking | Proposal in (its, their) behalf; and that the said statements are true wild AMAGEPULVERMACHER Notary Public |
| 57 | |
| | State of Wisconsin |
| SIGNAT | URE |
| | |
| Preside | nt and a Division of the second secon |
| . THLE, I | FANY Walling Marker |
| Sworn | and subscribed to before me this 27 day of June, 2014 |
| | y Public or other officer authorized to administer oaths) |
| · · · | |
| ÷ | mmission Expires 4-2-2018 |
| Bidder | s shall not add any conditions or qualifying statements to this Proposal. |

6

Contract #7230 – S&L Underground and Trucking, Inc.

Section F: Disclosure of Ownership and Best Value Contracting

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

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

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

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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) amd 103.50(2), Wisconsin Statues.

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

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

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

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box City, State and Zip Code

Best Value Contracting

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

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER

 \square ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

- C GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER

PLUMBER

- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER

- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

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: 5+L Underground and Trucking Inc. Address: PO Box 100 Merrimac WI 53561 |
| Address: PO Box 100 Merrimac WI 53561 |
| Telephone Number: <u>493-4149</u> Fax Number: <u>493-4150</u> |
| Contact Person/Title: B:11 Pul Vermacher Project Manager |
| |
| Prime Bidder Certification |
| 1. Ben Larrabee President of Name Title |
| StL Underground and Trucking Inc certify that the information |
| Company |
| contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief. |
| Witness' Signature |
| Vittan / const |
| Witness' Signature Bidder's Signature |
| $\frac{6-27-14}{1000}$ |
| Date Licent Congridated Undergroup |
| Date Licent Congridated Undergroup |
| Date CORPORATE |
| Date Licent Congridated Undergroup |
| Date CORPORATE |

C-6

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

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 |
|---|-----------------------|--|
| | | % |
| JR's Landsrak | Landscape | 1.5 % |
| TR's Landscape CA Brumme Trucking | Landscape Trucking | 2.5 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| ··· · | | % |
| · · · · · · · · · · · · · · · · · · · | | % |
| | | % |
| · · · · · · · · · · · · · · · · · · · | · | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u> 4 %</u> |
| | | |
| SBE Subcontractors Who Are Suppliers | | • |
| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
| | | % |
| · · · · · · · · · · · · · · · · · · · | <u> </u> | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ |
| | | |
| | - <u></u> | <u>%</u> |
| | | <u>%</u> |
| | <u> </u> | <u>%</u> |
| | | <u>%</u> |
| Subtotal Contractors who are suppliers: | % x 0.6 = | % (discounted to 60%) |
| Total Percentage of SBE Utilization: | <u> </u> | |

C-7

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2014

CONTRACT NO. 7230

DATE: JUNE 27, 2014

| | | S & L Underground and | | | |
|---|----------|--------------------------|--------------------------------|--|--|
| | | Trucking Inc. | | | |
| ltem | Quantity | Price | Extension | | |
| Section B: Proposal Page | 4.00 | * (000 00 | | | |
| 10701.0 - TRAFFIC CONTROL - LS | 1.00 | \$1,000.00 | \$1,000.00 | | |
| 10911.0 - MOBILIZATION - LS | 1.00 | \$14,000.00 | | | |
| 20101.0 - EXCAVATION CUT - CY | 417.00 | \$13.50 | \$5,629.50 | | |
| 20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - | | ÷ | | | |
| SY | 220.00 | \$2.70 | \$594.00 | | |
| 20217.0 - CLEAR STONE - TON | 150.00 | \$17.10 | \$2,565.00 | | |
| 20219.0 - BREAKER RUN - TON | 220.00 | \$15.20 | \$3,344.00 | | |
| 20221.0 - TOPSOIL - SY | 210.00 | \$5.00 | \$1,050.00 | | |
| 20302.0 - SAWCUT CONCRETE, FULL DEPTH - LF | 340.00 | \$1.75 | \$595.00 | | |
| 20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - | (00.00 | A 4 - - - | *• (- • • | | |
| | 180.00 | \$1.75 | \$315.00 | | |
| 20322.0 - REMOVE CONCRETE CURB & GUTTER - LF | 120.00 | \$3.00 | \$360.00 | | |
| 20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF | 1550.00 | \$2.50 | \$3,875.00 | | |
| 20701.0 - TERRACE SEEDING - SY | 210.00 | \$2.75 | \$577.50 | | |
| 21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - | | | | | |
| | 1.00 | \$500.00 | \$500.00 | | |
| 21002.0 - EROSION CONTROL INSPECTION - EACH | 1.00 | \$300.00 | \$300.00 | | |
| 21011.0 - CONSTRUCTION ENTRANCE - EACH | 2.00 | \$500.00 | \$1,000.00 | | |
| 21013.0 - STREET SWEEPING - LUMP SUM | 1.00 | \$2,000.00 | \$2,000.00 | | |
| 21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & | | | | | |
| INSTALL - EACH | 4.00 | \$165.00 | \$660.00 | | |
| 21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - | | * ~ = ~~ | * | | |
| | 8.00 | \$65.00 | \$520.00 | | |
| 21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - | 4.00 | | * + * * * | | |
| EACH | 4.00 | \$25.00 | \$100.00 | | |
| 21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - SY | 210.00 | \$3.50 | \$735.00 | | |
| 30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF | 520.00 | \$20.00 | \$10,400.00 | | |
| 30209.0 - SPECIAL WATERWAY - SF | 295.00 | \$20.00 | \$5,900.00 | | |
| 30301.0 - 5" CONCRETE SIDEWALK - SF | 1350.00 | \$5.56 | \$7,506.00 | | |
| 30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - SF | 550.00 | \$7.06 | \$3,883.00 | | |
| 30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF | 64.00 | \$45.00 | \$2,880.00 | | |
| 40101.0 - CRUSHED AGGREGATE BASE COURSE, | | | | | |
| GRADATION 1 - TON | 170.00 | \$16.50 | \$2,805.00 | | |
| 40102.0 - CRUSHED AGGREGATE BASE COURSE, | | | | | |
| GRADATION 2 - TON | 340.00 | \$16.50 | \$5,610.00 | | |
| 40201.0 - HMA PAVEMENT TYPE E-0.3 - TON | 180.00 | \$90.00 | \$16,200.00 | | |
| 40211.0 - BITUMINOUS TACK COAT - GAL | 10.00 | \$3.00 | \$30.00 | | |
| 40231.0 - ASPHALT DRIVE & TERRACE - SY | 10.00 | \$30.00 | \$300.00 | | |
| 40301.0 - FULL WIDTH GRINDING (2") - SY | 290.00 | \$20.00 | \$5,800.00 | | |
| 10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER | | | | | |
| INSTALLATION - LUMP SUM | 1.00 | \$250.00 | \$250.00 | | |
| 10914.0 - MOBILIZATION FOR SANITARY SEWER | | | - × | | |
| INSTALLATION - LUMP SUM | 1.00 | \$1,700.00 | \$1,700.00 | | |
| 20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH | 2.00 | \$785.00 | \$1,570.00 | | |
| 50212.0 - SELECT BACKFILL SANITARY SEWER - T.F. | 385.00 | \$0.10 | \$38.50 | | |
| | | | | | |

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2014 CONTRACT NO. 7230

DATE: JUNE 27, 2014

| | | Truck | rground and ing Inc. |
|---|--------|---|--------------------------------|
| Item | | and the second se | Extension |
| 50301.0 - 8" PVC SEWER PIPE (SDR 35) - L.F. | 180.00 | \$78.50 | \$14,130.00 |
| 50353.0 - SANITARY SEWER LATERAL (SDR 35) - L.F. | 205.00 | \$40.00 | \$8,200.00 |
| 50354.0 - RECONNECT SANITARY SEWER LATERAL - EACH | 9.00 | \$1,400.00 | \$12,600.00 |
| 50361.0 - WASTEWATER CONTROL - LUMP SUM | 1.00 | \$620.00 | \$620.00 |
| 50701.0 - 4' DIA SAS - EACH | 2.00 | \$2,510.00 | \$5,020.00 |
| 50390.0 - SEWER ELECTRONIC MARKERS - EACH 10703.0 - TRAFFIC CONTROL FOR WATER MAIN | 18.00 | \$70.00 | \$1,260.00 |
| INSTALLATION - LUMP SUM | 1.00 | \$250.00 | \$250.00 |
| 10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - | | +LCC.CC | <i>4L</i> 00 .00 |
| | 1.00 | \$1,700.00 | \$1,700.00 |
| 50226.0 - UTILITY TRENCH PATCH TYPE III - S.Y. | 50.00 | \$56.00 | \$2,800.00 |
| 50801.0 - UTILITY LINE OPENING (ÚLO) - EACH | 1.00 | \$610.00 | \$610.00 |
| 70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - | 1.00 | Q 010.00 | Q 010.00 |
| L.F. | 20.00 | \$240.00 | \$4,800.00 |
| 70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - | 20.00 | ΨZ-10.00 | ψ-1,000.00 |
| L.F. | 10.00 | \$128.00 | \$1,280.00 |
| 70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - | 10.00 | ψ120.00 | ψ1,200.00 |
| L.F. | 235.00 | \$117.00 | · \$27,495.00 |
| 70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - | 200.00 | φ117.00 | ψ21,480.00 |
| EACH | 1.00 | \$1,410.00 | \$1,410.00 |
| 70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - | 1.00 | φ1,410.00 | ψ1,410.00 |
| EACH | 1.00 | \$1,760.00 | \$1,760.00 |
| 70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - | 1.00 | \$1,780.00 | φ1,700.00 |
| EACH | 2.00 | \$2,306.00 | \$4,612.00 |
| 70040.0 - FURNISH AND INSTALL HYDRANT - EACH | 2.00 | \$2,306.00 \$3,925.00 | \$4,612.00 \$3,925.00 |
| 10040.0 - FORNISH AND INSTALL HTDRANT - EACH | 1.00 | ¢3,9∠5.00 | \$3,925.00 |
| 70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - L.F. 70056.0 - EXTEND AND RECONNECT 1-INCH SERVICE | 15.00 | \$94.00 | \$1,410.00 |
| LATERAL - L.F. | 45.00 | \$76.00 | \$3,420.00 |
| 70059.0 - DISCONNECT / RECONNECT 1-INCH SERVICE | 45.00 | φ/0.00 | \$3,4 <u>2</u> 0.00 |
| LATERAL - EACH | E 00 | | ¢4 500 00 |
| | 5.00 | \$916.00 | \$4,580.00 |
| 70070.0 - SELECT FILL - SAND FOR WATER - L.F. | 270.00 | \$0.10 | \$27.00 |
| 70080.0 - CUT-IN OR CONNECT TO EXISTING WATER | 4.00 | #0.000.00 | * •• ••• ••• |
| SYSTEM - EACH | 4.00 | \$2,200.00 | \$8,800.00 |
| 70082.0 - CUT OFF EXISTING WATER MAIN - EACH | 3.00 | \$1,420.00 | \$4,260.00 |
| 70090.0 - ABANDON WATER VALVE BOX - EACH | 3.00 | \$150.00 | \$450.00 |
| 70091.0 - ABANDON HYDRANT - EACH | 1.00 | \$420.00 | \$420.00 |
| TOTALS | | | \$220,431.50 |

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT <u>S & L</u> Underground and Trucking, Inc. (a corporation of the State of <u>Wisconsin</u>) (individual), (partnership), hereinafter referred to as the "Principal") and <u>Granite Re, Inc.</u>, a corporation of the State of <u>Oklahoma</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, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

1. If said bid is rejected by the Obligee, then this obligation shall be void.

2.

If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

- Rev. 06/02/2014-7230specs.doc

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.

| Seal | S & L Underground and Trucking, Inc. | 6-27-14 |
|------------------------|--------------------------------------|--|
| | Principal | Date Undergrou |
| By: | 1342 | e Y Ya |
| | | CORPORATE |
| | Creative Dev Kar | |
| | Granite Re, Inc. | SEAL |
| es ¹¹ de la | Name of Surety | i de la construcción de la const |
| By: | | June 20, 2014 and Trucking |
| e. | Robert Downey, Attorney-in-Fact | Date |
| 4. | Robert Downey, Altorney-In-Fact | Date |

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2587534 for the year $\sqrt{2014}$, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

| June 20, 2014 | J. Ryan Bonding, Inc. | |
|---------------|--------------------------|---|
| Date | Agent | |
| | 2920 Enloe Street | • |
| | Address | |
| • • | Hudson, WI 54016 | |
| | City, State and Zip Code | |
| 2 M | 800-535-0006 | |

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond;

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office. at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS, CHRIS STEINAGEL, CHRISTOPHER M. KEMP, KARLA HEFFRON, ROBERT DOWNEY, CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

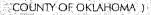
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGIAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA

GR0800-1



On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires: August 8, 2017 Commission #: 01013257

SS:



alleen & Cerlin

Kenneth D. Whittington, President

McDonald Treasurer

MINU

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking "

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this Oth day of JUNE, 2014

Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this hereinafter called the Contractor, and Fourteen between <u>S & L UNDERGROUND AND TRUCKING, INC.</u> hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **<u>AUGUST 5, 2014</u>**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

- 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>TWO HUNDRED TWENTY THOUSAND</u> <u>FOUR HUNDRED THIRTY-ONE AND 50/100</u> (\$220,431.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

4. Wage Rates for Employees of Public Works Contractors

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

H-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.

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.)

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

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: S & L UNDERGROUND AND TRUCKING, INC. Company Name Date Witness President Date 8 6-14 Witness Date Secretary 9 CORPORATE 3 CITY OF MADISON, WISCONSIN Provisions have been made to pay the liability Approved as to form: and that will accrue under this contract. Trucking n Finance Director City Attorney Signed this dav of Date Witness Mavor 8-11-14 λ. An Witness Date

H-7

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we <u>S & L UNDERGROUND AND TRUCKING, INC.</u> as principal, and _____ Granite Re, Inc.

Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED TWENTY THOUSAND FOUR HUNDRED THIRTY-ONE AND 50/100 (\$220,431.50) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

HIGH STREET RECONSTRUCTION ASSESSMENT DISTRICT-2014 CONTRACT NO. 7230

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

| Signed and sealed this <u>6th</u> day of | August, 2014 | Undergroup |
|--|---|---------------------------------------|
| Countersigned: | S&LUNDERGROUND AND TRUCKING, | nin V |
| allem on fully | Company Name (Principal) | CORPORATE |
| Witness | President | Seal SEAL |
| Secretary | | the Trucking Int |
| Approved as to form: | Granite Re, Inc. | · · · · · |
| Noupm | Surety Salary Employee Commission By Canni Amit | Seal |
| City Attorney | Attorney-in-Fact Connie Smith | |
| This certifies that I have been duly licensed as an a License No. <u>2587929</u> for the year 20 authority to execute this payment and performance bon | 4 , and appointed as attorney-in-fact | t with |
| 08/06/2014 | Can Muth | · · · · · · · · · · · · · · · · · · · |

Date

Agent Signature Connie Smith

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires: August 8, 2017 Commission #: 01013257

SS:



<u>Aleen & Carlson</u> Public

Kenneth D. Whittington, President

mon

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

_____, 20 day of

MINW

Kyle P. McDonald, Secretary/Treasurer

SECTION J: PREVAILING WAGE RATES

Rev. 06/02/2014-7230specs.doc

J-1

PREVAILING WAGE RATE DETERMINATION Issued by the State of Wisconsin Department of Workforce Development Pursuant to s. 66.0903, Wis. Stats. Issued On: 01/06/2014 Amended On: 02/28/2014

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

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

| 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 |
| 20 | Marble Mason | 32.01 | 17.35 | 49.36 |
| 21 | Metal Building Erector | 22.00 | 10.00 | 32.00 |
| 22 | Millwright | 32.11 | 15.95 | 48.06 |
| 23 | Overhead Door Installer | 20.95 | 4.94 | 25.89 |
| 24 | Painter | 24.50 | 16.60 | 41.10 |
| 25 | Pavement Marking Operator | 30.00 | 0.00 | 30.00 |
| 26 | Piledriver | 30.98 | 15.90 | 46.88 |
| 27 | Pipeline Fuser or Welder (Gas or Utility) | 30.79 | 19.74 | 50.53 |
| 29 | Plasterer | 31.03 | 17.71 | 48.74 |
| 30 | Plumber Future Increase(s): Add \$1/hr on 6/1/2014. | 36.42 | 16.87 | 53.29 |
| 32 | Refrigeration Mechanic | 41.60 | 16.71 | 58.31 |
| 33 | Roofer or Waterproofer | 29.40 | 6.25 | 35.65 |
| 34 | Sheet Metal Worker | 34.45 | 22.57 | 57.02 |
| 35 | Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014. | 42.95 | 17.81 | 60.76 |
| 37 | 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 |
| 38 | Temperature Control Installer | 32.94 | 18.80 | 51.74 |
| 39 | Terrazzo Finisher | 26.89 | 19.18 | 46.07 |
| 40 | Terrazzo Mechanic | 30.20 | 18.42 | 48.62 |
| 41 | Tile Finisher | 23.85 | 17.18 | 41.03 |
| 42 | Tile Setter | 29.81 | 17.18 | 46.99 |
| 43 | Tuckpointer, Caulker or Cleaner | 35.25 | 13.15 | 48.40 |
| 44 | Underwater Diver (Except on Great Lakes) | 34.48 | 15.90 | 50.38 |
| 46 | Well Driller or Pump Installer | 25.32 | 15.65 | 40.97 |
| 47 | Siding Installer | 25.92 | 18.04 | 43.96 |

| 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> \$ |
|------|--|---|---|--------------------|
| 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 | 21.75 | 12.70 | 34.45 |
| | | | | |

| h | Č | υ | С | r | (| D | ŀ | ۲I | V | E | R | S |
|---|---|---|---|---|---|---|---|----|---|---|---|---|
| | | | | | | | | | | | | |

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

Page 6 of 28

HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u> | HOURLY BASIC RATE OF PAY | HOURLY FRINGE | TOTAL |
|-------------|---|--------------------------------|-----------------------|-------|
| <u>2005</u> | TRADE ON OCCOPATION | <u>06 FAT</u> \$ | <u>BENEFITS</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 | 20.17 | 58.97 |
| 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. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO). | 41.65 | 21.71 | 63.36 |
| 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. | 37.10 | 21.57 | 58.67 |
| | | | (| |

54.54

20.04

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.

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

34.50

| 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> \$ |
|------|--|---|---|--------------------|
| 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, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). | 36.35 | 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). | 32.89 | 18.96 | 51.85 |

| Detern | nination No. 201400001 | | | Page 8 of 28 |
|--------|---|----------------------|------------------|--------------|
| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY BASIC RATE | HOURLY FRINGE | |
| CODE | TRADE OR OCCUPATION | OF PAY \$ | BENEFITS \$ | TOTAL \$ |
| 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 |

SEWER, WATER OR TUNNEL CONSTRUCTION

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

| | · | · · · · · · · · · · · · · · · · · · · | · · | |
|------|---|---|---|--------------------|
| | SKILLED TRADES | | | |
| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION | HOURLY BASIC RATE <u>OF PAY</u> \$ | HOURLY FRINGE <u>BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 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 | 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. | 32.82 | 22.61 | 55.43 |
| 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 |
| 125 | Pavement Marking Operator | 16.00 | 7.35 | 23.35 |
| 126 | Piledriver | 30.98 | 15,90 | 46.88 |
| 130 | Plumber | 33.75 | 14.07 | 47.82 |
| 135 | Steamfitter | 42.45 | 16.71 | 59.16 |
| 137 | Teledata Technician or Installer | 21.89 | 11.85 | 33.74 |
| | | | | |

| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY BASIC RATE | HOURLY FRINGE | |
|------|--|---------------------------------------|---------------------------------|--------------------|
| CODE | TRADE OR OCCUPATION | OF PAY \$ | <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 | 20.17 | 58.97 |
| 146 | Well Driller or Pump Installer | 25.32 | 15.65 | 40.97 |
| 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 | 21.75 | 12.70 | 34.45 |
| | TRUCK DRIVERS | | | |
| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY | HOURLY | |
| CODE | TRADE OR OCCUPATION | BASIC RATE <u>OF PAY</u> \$ | 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 | · · · · · · · · · · · · · · · · · · · | | |
| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY | HOURLY | |
| CODE | TRADE OR OCCUPATION | BASIC RATE <u>OF PAY</u> \$ | 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 |
| 11 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 18.31 | 12.67 | 30.98 |
| 14 | Railroad Track Laborer | 23.46 | 3.30 | 26.76 |

Page 11 of 28

HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

| 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> \$ |
|------|---|---|---|--------------------|
| 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 |

| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY | HOURLY | |
|------|--|----------------------------|---------------------------------|--------------------|
| CODE | TRADE OR OCCUPATION | BASIC RATE OF PAY \$ | FRINGE <u>BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 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 Benete); Concrete Convert System; Concrete Finishing Machine (Deed | 35.11 | 19.45 | 54.56 |
| | 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 \$.25/hr for operating tower crane. Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft | | • | |
| | 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): | | • | |
| 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 | 30.19 | 20.94 | 51.13 |
| | 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. | | | |
| 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 | 20.17 | 58.97 |
| 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 | 20.17 | 58.97 |
| 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 | 20.04 | 54.54 |
| 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 | 34.50 | 20.04 | 54.54 |

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

| | SKILLED TRADES | | | - |
|------|---|---|---|--------------------|
| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION | HOURLY BASIC RATE <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): | 33.51 | 16.13 | 49.64 |
| | 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. | | | |
| 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. | 34.07 | 19.25 | 53.32 |
| 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 |
| 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 |

| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY | HOURLY | |
|------|--|---------------------------------------|--|--------------------|
| CODE | TRADE OR OCCUPATION | BASIC RATE <u>OF PAY</u> \$ | FRINGE <u>BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 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 | | · · · · · · · · · · · · · · · · · · · | |
| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY BASIC RATE | HOURLY | TOTAL |
| CODE | TRADE OR OCCUPATION | OF PAY \$ | BENEFITS \$ | <u>TOTAL</u> \$ |
| 201 | Single Axle or Two Axle | 34.22 | 19.90 | 54.12 |
| 203 | Three or More Axle Future Increase(s): Add \$1.30/hr on 6/1/2014. | 24.52 | 17.77 | 42.29 |
| | 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. | | · · · | |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/1/17. | 29.27 | 20.40 | 49.67 |
| | 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://www.dot.wi.gov/busine | | | |
| | ss/civilrights/laborwages/pwc.htm. | · · · · · · · · · · · · · · · · · · · | ······································ | |
| 205 | Pavement Marking Vehicle | 23.31 | 17.13 | 40.44 |
| 206 | Shadow or Pilot Vehicle | 34.22 | 19.90 | 54.12 |
| 07 | Truck Mechanic | 23.31 | 17.13 | 40.44 |

| | 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 Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 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 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. | 25.67 | 14.63 | 40.30 |
| 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 |

Page 16 of 28

HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

| 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): | 36.72 | 20.40 | 57.12 |
| | 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://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. | | | |
| 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): | | 20.40 | 56.62 |
| | 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://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. | | | |
| | | | | |

| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | BASIC RATE FRINGE | | |
|------|---|-------------------|----------------|--------------------|
| CODE | TRADE OR OCCUPATION | OF PAY \$ | 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 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, Timboo, 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 | 35.72 | \$ | \$ 56.12 |

| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY | HOURLY | |
|------|---|-----------------------------------|---------------------------------|--------------------|
| CODE | TRADE OR OCCUPATION | BASIC RATE <u>OF PAY</u> \$ | 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 | 35.46 | 20.40 | 55.86 |
| | 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://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. | | | |
| 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 | 35.17 | 20.40 | 55.57 |
| | 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://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. | | | |
| 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 | 20.17 | 58.97 |
| 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 | 20.17 | 58.97 |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | <u>TOTAL</u> |
|------|---|--------------------------------|------------------------------|--------------|
| | | <u>OF PAT</u> \$ | \$ | \$ |
| 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 | 20.04 | 54.54 |
| 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. | 5 | 20.04 | 54.54 |

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 | 20.17 | 58.97 |
| 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 | | | |

| | 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> \$ | |
| 201 | Single Axle or Two Axle | | 30.00 | 15.00 | 45.00 | |

| Determ | ination No. 201400001 | ······································ | .^ | Page 21 of 28 |
|--------|--|---|---|--------------------|
| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worke <u>TRADE OR OCCUPATION</u> | d 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 Haule | r 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 |
| | LAB | ORERS | | · |

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

23.46

3.30

26.76

314 Railroad Track Laborer

HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

| BENEFITS \$ 20.40 | <u>TOTAL</u> \$ 57.12 |
|-------------------------|-----------------------------|
| 20.40 | 57.12 |
| | |
| | |
| • | |
| | |
| | |
| 20.40 | 56.62 |
| | |
| | |
| | _ |
| | |
| | |
| | 20.40 |

| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY \$ | HOURLY FRINGE <u>BENEFITS</u> \$ | <u>TOTAL</u> \$ |
|------|---|--------------------------------------|---|--------------------|
| 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 Plaint, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): | 35.72 | 2 0.40 | \$ 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 |

| | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | HOURLY | HOURLY | |
|------|--|--------------------------------------|---|--------------------|
| CODE | TRADE OR OCCUPATION | BASIC RATE OF PAY \$ | FRINGE <u>BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 547 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 38.80 | 20.17 | 58.97 |
| 548 | Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. | 38.80 | 20.17 | 58.97 |
| 549 | Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. | 34.50 | 20.04 | 54.54 |
| 550 | Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. | | 20.04 | 54.54 |
| | HEAVY EQUIPMENT OPERATORS | | | |
| | ASPHALT PAVEMENT OR OTHER WO | DRK | kn | |
| CODE | Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY \$ | HOURLY FRINGE <u>BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 551 | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. | 35.12 | 18.46 | 53.58 |
| 552 | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. | | 20.40 | 56.62 |
| | 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, | | · · | |

| B | HOURLY BASIC RATE DF PAY 32.89 | HOURLY FRINGE <u>BENEFITS</u> \$ 18.96 | <u>TOTAL</u> \$ 51.85 |
|--|---|--|-----------------------------|
| Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mgr.'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 1ractor 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. 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); Forklift; Greaser; Hoist (Tugger, Stuetherts); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachmen | 32.89 | 18.96 | 51.85 |
| 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. 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 | | | |
| 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 | 33.67 | 19.48 | 53.15 |
| 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://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm. | 35.17 | 20.40 | 55.57 |

556 Fiber Optic Cable Equipment.

43.34

16.65

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

| | SKILLED TRADES | } | · ··· · · · · · · · · · · · · · · · · | 1 |
|-------------|---|---|---|--------------------|
| <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> \$ |
| 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 |

| Determination No. 201400001 | | · | · · | |
|-----------------------------|--|---|---|--------------------|
| 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> \$ |
| 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 | 0.02 | 32.52 |
| 146 | Well Driller or Pump Installer | 27.60 | 5.80 | 33.40 |
| 147 | Siding Installer | 20.18 | 0.00 | 20.18 |
| | TRUCK DRIVER | 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> \$ | |
| 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 | <u>TOTAL</u> \$ | |
| 301 | General Laborer | 18.14 | 10.16 | 28.30 | |
| 302 | Asbestos Abatement Worker | 17.00 | 3.86 | 20.86 | |

| 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> \$ |
|------|--|---|---|--------------------|
| 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 |
| | HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONST | | • ••• | |
| 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> \$ |
| 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 | 29.70 | 9 20.08 | \$ 49.78 |
| | 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. | | | |
| 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; | | 16.00 | 45.70 |
| | 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. | | | |