



Contract Routing Form

ROUTING: Urgent Rush

printed on: 04/04/2013

Contract between: ^{DAN} Don Larsen Landscaping, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: 2013 Park and Water Utility Landscape and Maintenance

Contract No.: 7028
Enactment No.: RES-13-00159
Dollar Amount: 50,646.50

File No.: 29127
Enactment Date: 03/06/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4.9.13	4-9-2013
Director of Civil Rights	4/9/13	4-10-13 MCO
Risk Manager	4-10-13	4/10/13 RTV
Finance Director	4-10-13	4-10-13 [initials]
City Attorney	552 4-11-13	4-11-13 PAL
Mayor	4-11-13	4-15-13

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

PO # 8153 7028

Original + 2 Copies

04/04/2013 14:18:32 enamb - Sarah Lerner (608) 261-4281

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



1000

[Sign In](#)

Legislative Information Center Home Legislation Meetings Common Council
Boards, Commissions and Committees Members

[Share](#) [RSS](#) [Alerts](#)

[Details](#) [Reports](#)

File #:	29127	Version:1	Name:	Awarding Public Works Contract No. 7028, 2013 Park and Water Utility Landscape and Maintenance.
Type:	Resolution		Status:	Passed
File created:	2/13/2013		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	3/5/2013		Final action:	3/5/2013
Enactment date:	3/6/2013		Enactment #:	RES-13-00159
Title:	Awarding Public Works Contract No. 7028, 2013 Park and Water Utility Landscape and Maintenance.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	<u>Contract 7028.pdf</u>			

[History \(3\)](#) [Text](#)

Fiscal Note

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

Title

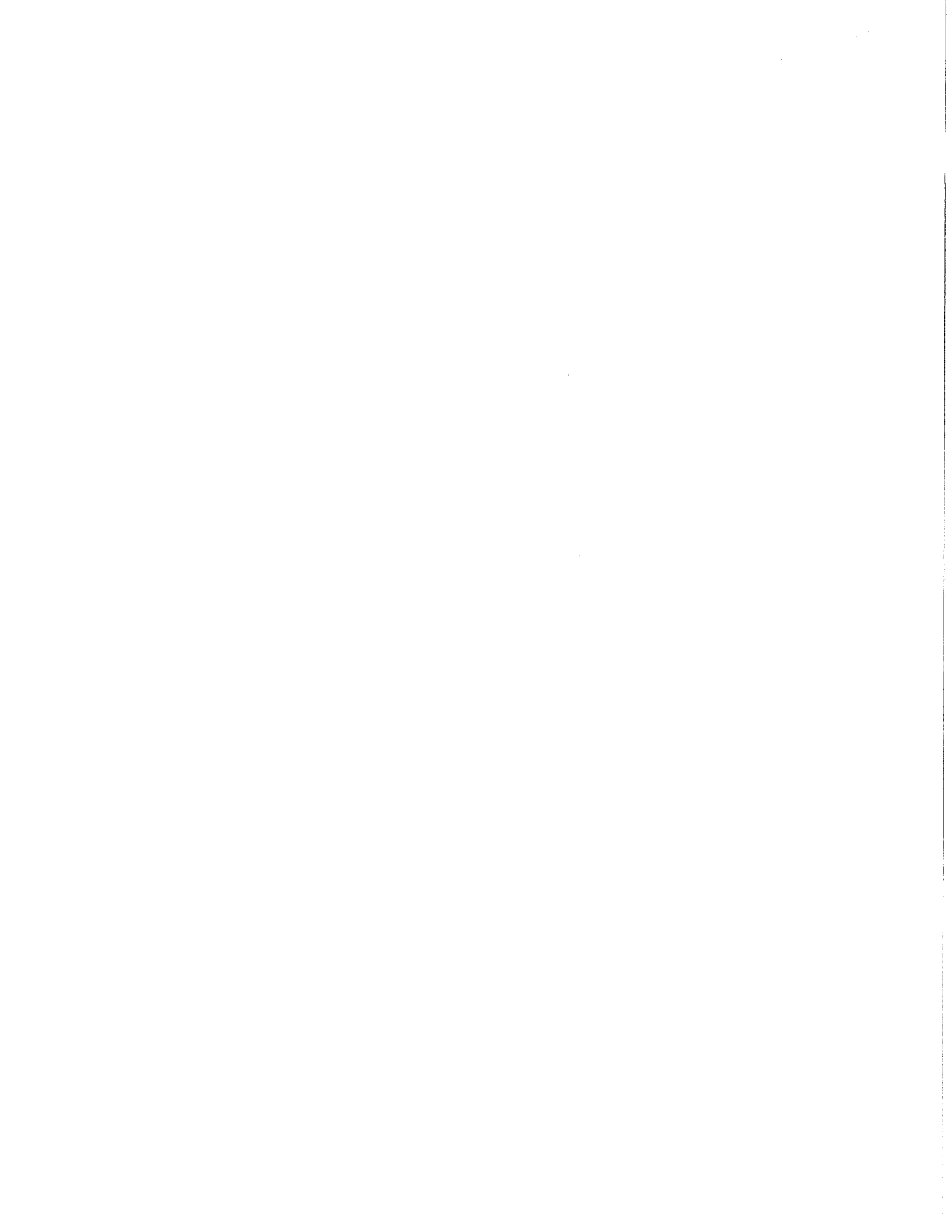
Awarding Public Works Contract No. 7028, 2013 Park and Water Utility Landscape and Maintenance.

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. 7028) for itemization of bids.

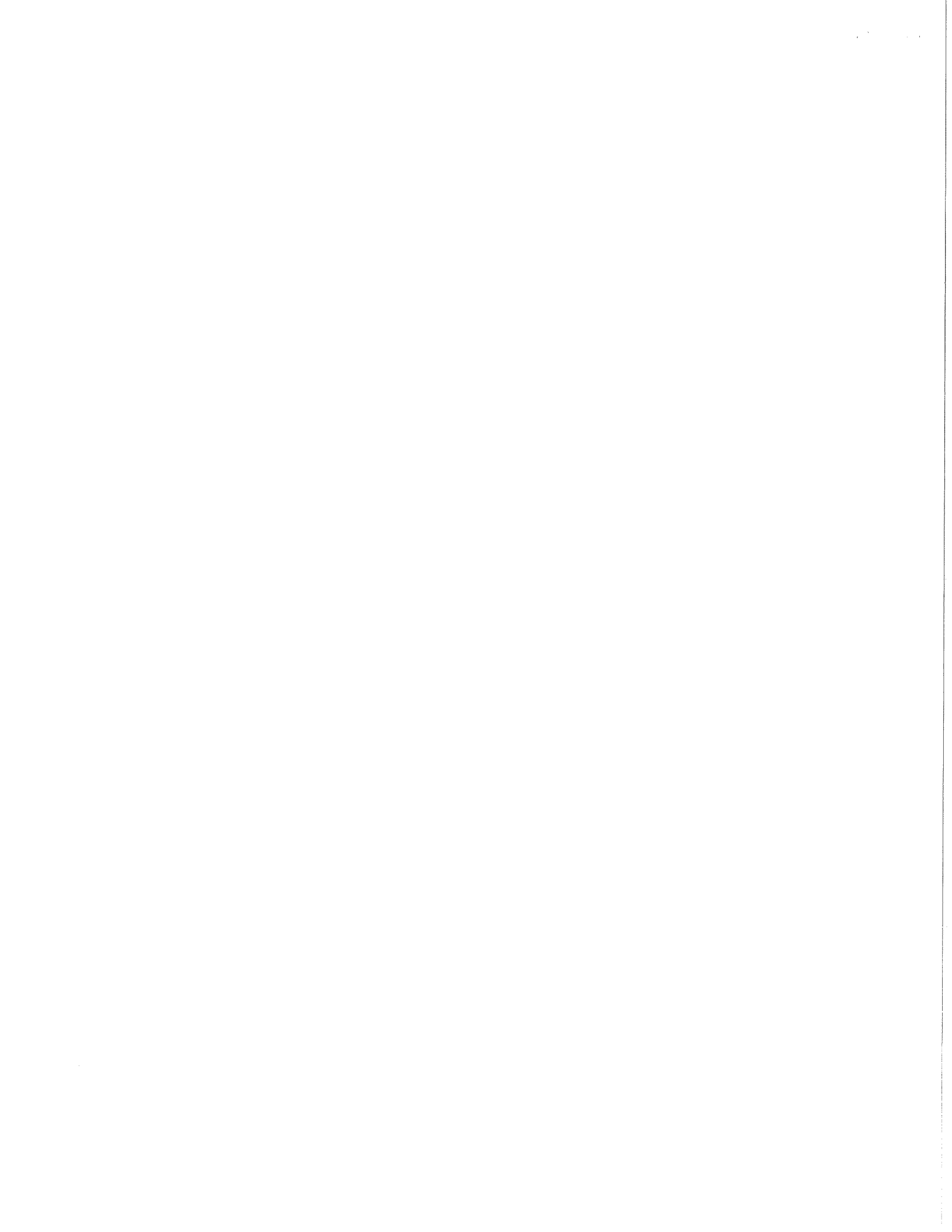


CONTRACT NO. 7028
2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE

DAN LARSEN LANDSCAPING, INC.

\$50,646.50

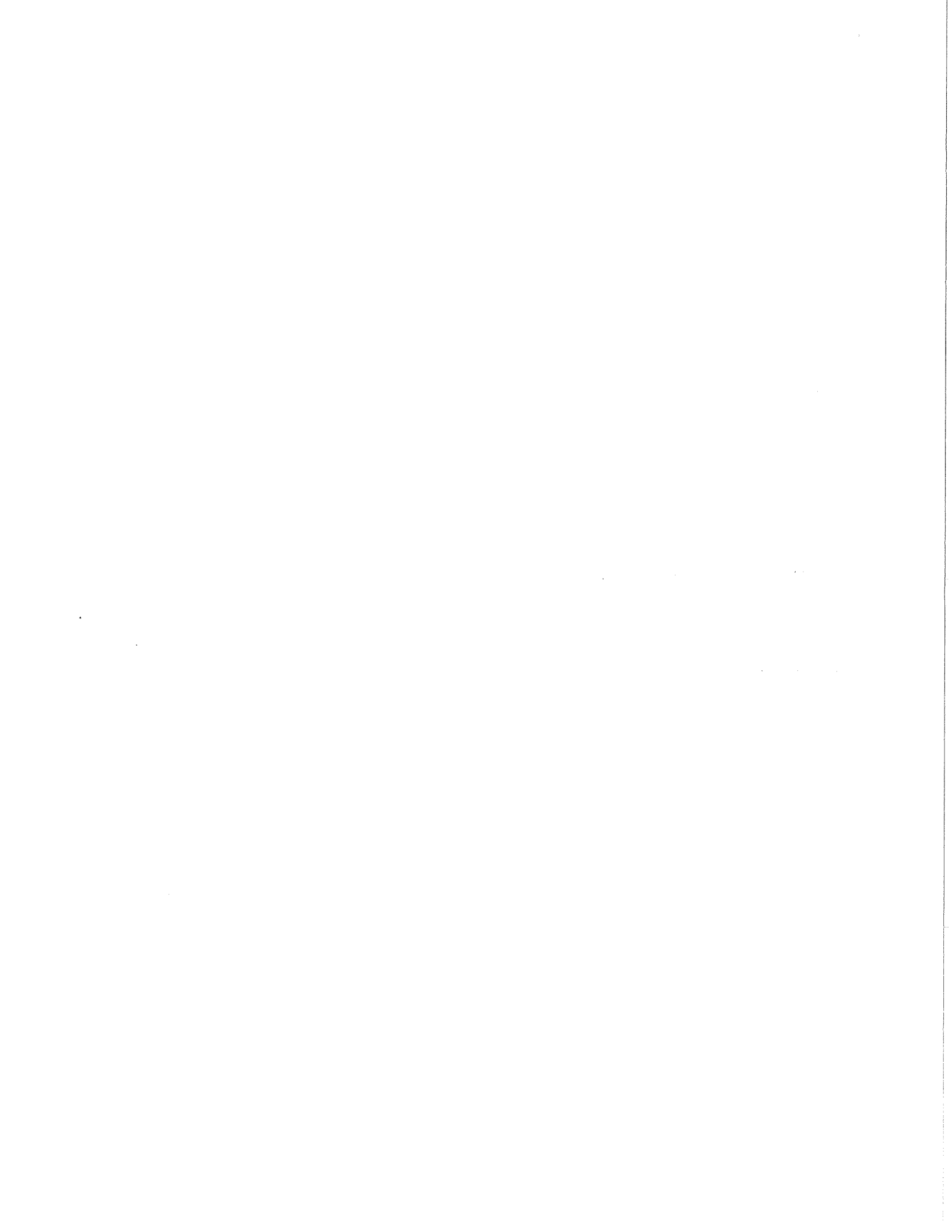
BB Clarke	
CL60-54303-810402-00-0000000-60020N00-00000000	\$338.00
Contingency 8%±	<u>32.00</u>
Sub Total	\$370.00
Burrows Park	
CL60-54303-810402-00-0000000-60226A00-00000000	\$1,166.00
Contingency 8%±	<u>94.00</u>
Sub Total	\$1,260.00
Glenway Golf Course	
CL60-54303-810402-00-0000000-60281S00-00000000	\$2,523.00
Contingency 8%±	<u>197.00</u>
Sub Total	\$2,720.00
Glenwood Park	
CL60-54303-810402-00-0000000-60387N00-00000000	\$428.00
Contingency 8%±	<u>32.00</u>
Sub Total	\$460.00
Hammersley Park Sign	
CL60-54303-810402-00-0000000-60573N00-00000000	\$1,508.00
Contingency 8%±	<u>122.00</u>
Sub Total	\$1,630.00
Hiestand Park Sign	
CL60-54303-810678-00-0000000-60406A00-00000000	\$1,814.00
Contingency 8%±	<u>146.00</u>
Sub Total	\$1,960.00
James Madison Park Memorial	
CL60-54303-810678-00-0000000-60000A00-00000000	\$291.00
Contingency 8%±	<u>19.00</u>
Sub Total	\$310.00
Lost Creek Park Sign	
CL60-54303-810402-00-0000000-60576P00-00000000	\$1,330.00
Contingency 8%±	<u>110.00</u>
Sub Total	\$1,440.00
Odana Golf Course	
EG01-58201-654200-00-0000000-60401S00-00000000	\$14,176.00
Contingency 8%±	<u>1,134.00</u>
Sub Total	\$15,310.00
Olive Jones Park	
CL60-54303-810402-00-0000000-60149N00-00000000	\$517.00
Contingency 8%±	<u>43.00</u>
Sub Total	\$560.00



Tenney Park Bathhouse	
CL60-54303-810678-00-0000000-60108C00-00000000	\$2,629.25
Contingency 8%±	<u>210.75</u>
Sub Total	\$2,840.00
Tenney Park Parking Lot	
CL60-54303-810741-00-0000000-60108C00-00000000	\$758.00
Contingency 8%±	<u>62.00</u>
Sub Total	\$820.00
Vilas Park Zoo Sign	
CL60-54303-810678-00-0000000-60113S00-00000000	\$319.00
Contingency 8%±	<u>21.00</u>
Sub Total	\$340.00
Vilas Park	
CL60-54303-810678-00-0000000-60113C00-00000000	\$608.00
Contingency 8%±	<u>52.00</u>
Sub Total	\$660.00
Warner Park Sign	
CL60-54303-810678-00-0000000-60368C00-00000000	\$1,518.25
Contingency 8%±	<u>121.75</u>
Sub Total	\$1,640.00
EW01-58599-810458-00-0000000-00000000	\$8,146.00
Contingency 8%±	<u>654.00</u>
Sub Total	\$8,800.00
Drought Watering Neighborhood Parks	
CL60-54303-810402-00-00000000-00000000	\$5,500.00
Contingency 8%±	<u>440.00</u>
Sub Total	\$5,940.00
Drought Watering Community Parks	
CL60-54303-810678-00-00000000-00000000	\$3,500.00
Contingency 8%±	<u>280.00</u>
Sub Total	\$3,780.00
Burrows Park Memorial Tree, Marshall Park Holocaust Memorial, Paunack Park Memorial, Reindahl Park Memorial, Thut Park Memorial& Waunona Park Memorial	
GN01-54303-611100-00-6111000	\$3,577.00
Contingency 8%±	<u>283.00</u>
Sub Total	\$3,860.00

GRAND TOTAL

\$54,700.00



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

Thursday, April 4, 2013

CRAWFORD, JEREMY JOHN
BROOKLYN PARK MN

Year of Birth: 1978
Status: Active
License Number: 2505634
NPN**: 7234863
Effective Date: 08-23-2007
Expiration Date: 04-30-2014
License Type: Non-Resident Intermediary Indv
CE Compliance: N/A

Lines of Authority

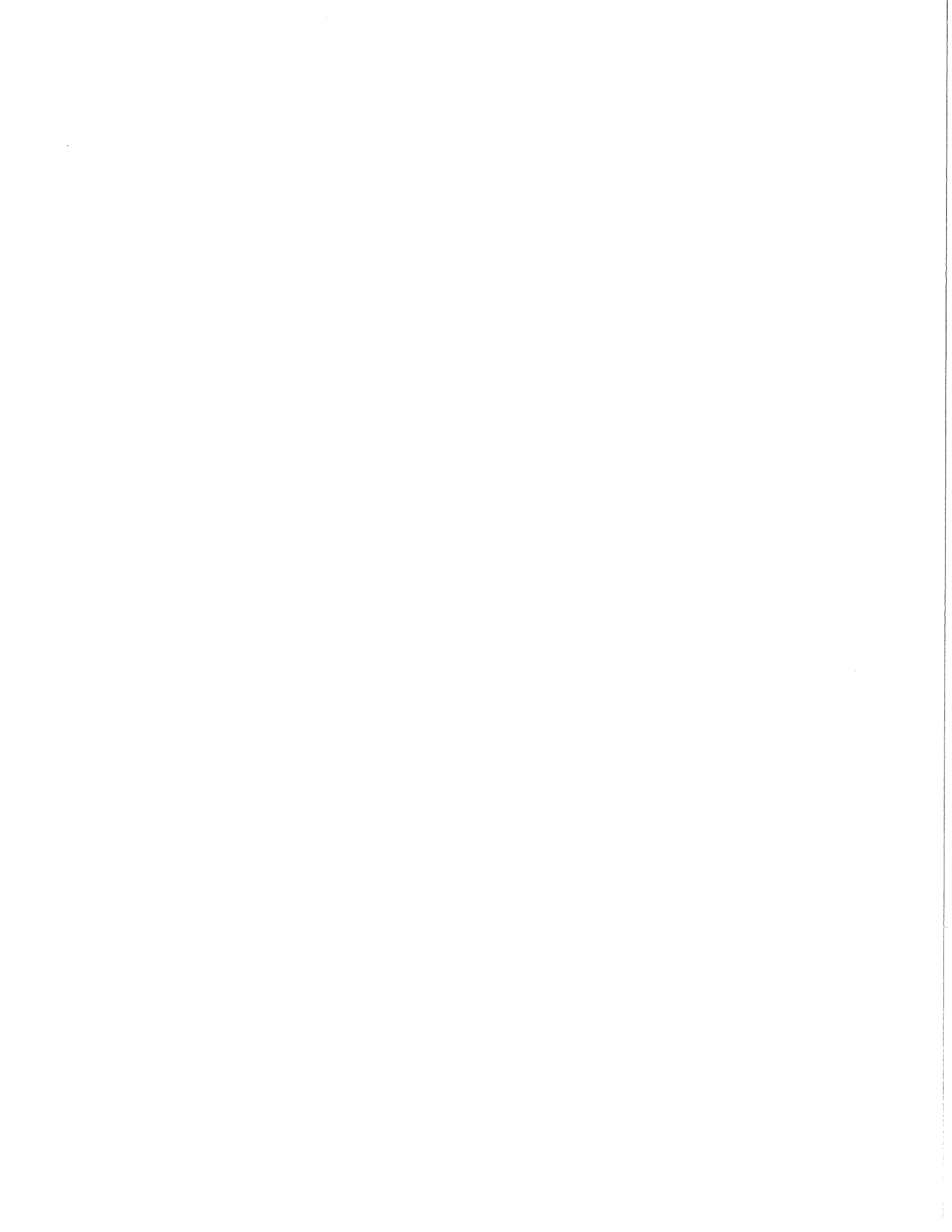
Line of Authority	Residency	Effective Date	Status
Casualty	Non-Resident	08-23-2007	Active
Property	Non-Resident	08-23-2007	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Contractors Indemnity Company	CAS/Active	11-30-2007		
American Safety Casualty Insurance Company	CAS/Active	12-11-2012		
Capitol Indemnity Corporation	PROP/Active	12-11-2012		
Platte River Insurance Company	CAS/Active	01-06-2010		
U.S. Specialty Insurance Company	PROP/Active	01-06-2010		
ULLICO Casualty Company	CAS/Active	12-01-2009		
	PROP/Active	03-04-2009		

* 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.



\$50,646.50

CONTRACTOR'S OFFICE COPY

BID OF **DAN LARSEN LANDSCAPING, INC.**

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE

CONTRACT NO. 7028

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL

MADISON, WISCONSIN ON **MARCH 5, 2013**

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

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

www.cityofmadison.com/business/pw

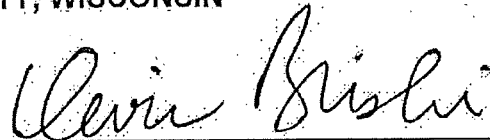
2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE
CONTRACT NO. 7028

INDEX

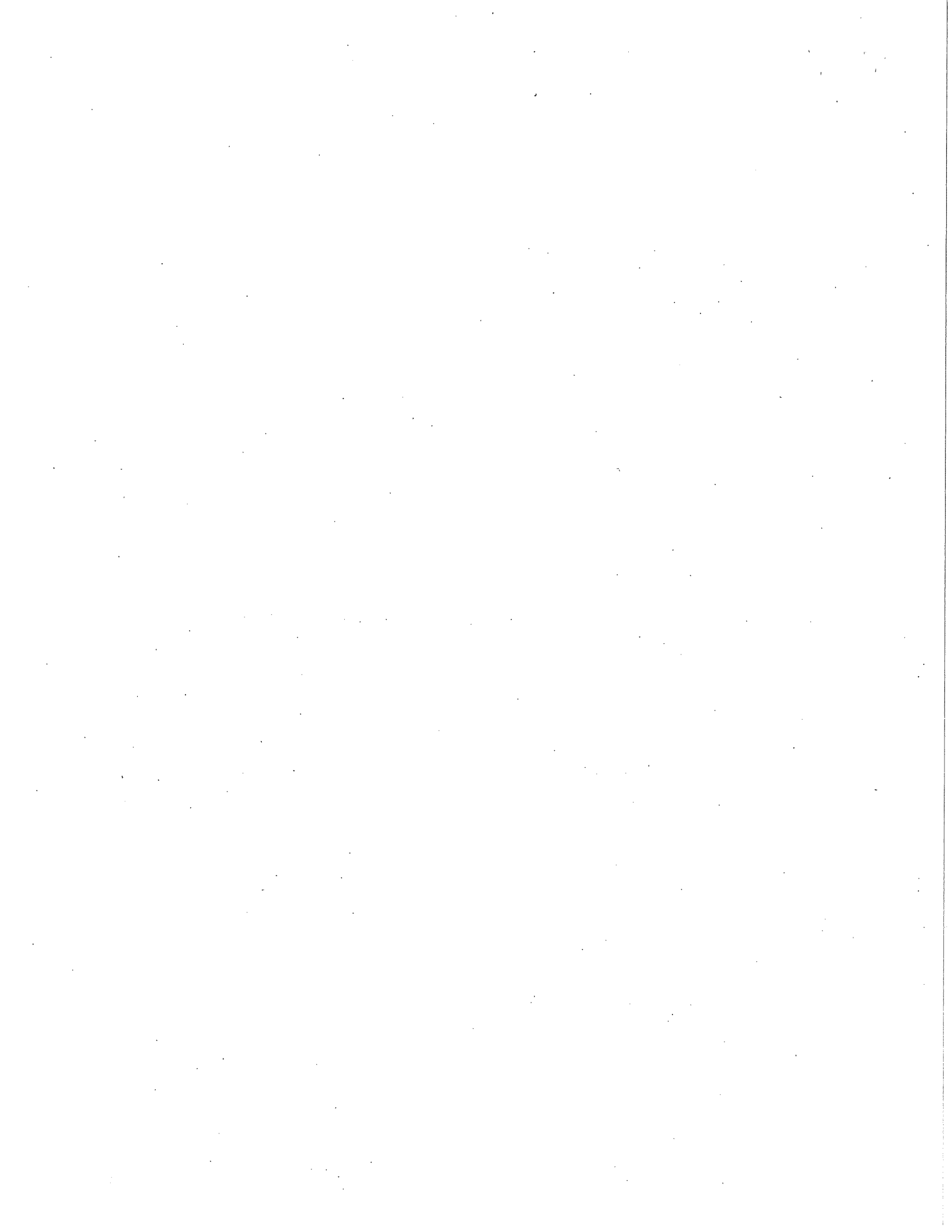
SECTION A: ADVERTISEMENT FOR BIDS.....A-1
SECTION B: INSTRUCTIONS TO BIDDERS.....B-1
SECTION C: SBE (NOT APPLICABLE).....C-1
SECTION D: SPECIAL PROVISIONSD-1
SECTION E: PROPOSAL.....E-1
SECTION F: BID BONDF-1
SECTION G: AGREEMENTG-1
SECTION H: PAYMENT AND PERFORMANCE BOND.....H-1
SECTION I: PREVAILING WAGE RATE.....I-1

This Proposal, and Agreement have
been prepared by:

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



Kevin Briski, Parks Superintendent



SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
7028	2013 Park and water utility landscape and maintenance

Plans and Specifications are available at 1600 Emil Street, Madison, WI 53713; 608-267-1197 or on our website at www.cityofmadison.com/business/pw/contracts/openforBid.cfm.

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2014** must submit their application on or before 1:00 p.m., 2/8/2013, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

OTHER REQUIREMENTS

Sealed bids 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.

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

Deadline for the Submittal of Bid is 2/15/2013 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on 2/15/2013 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

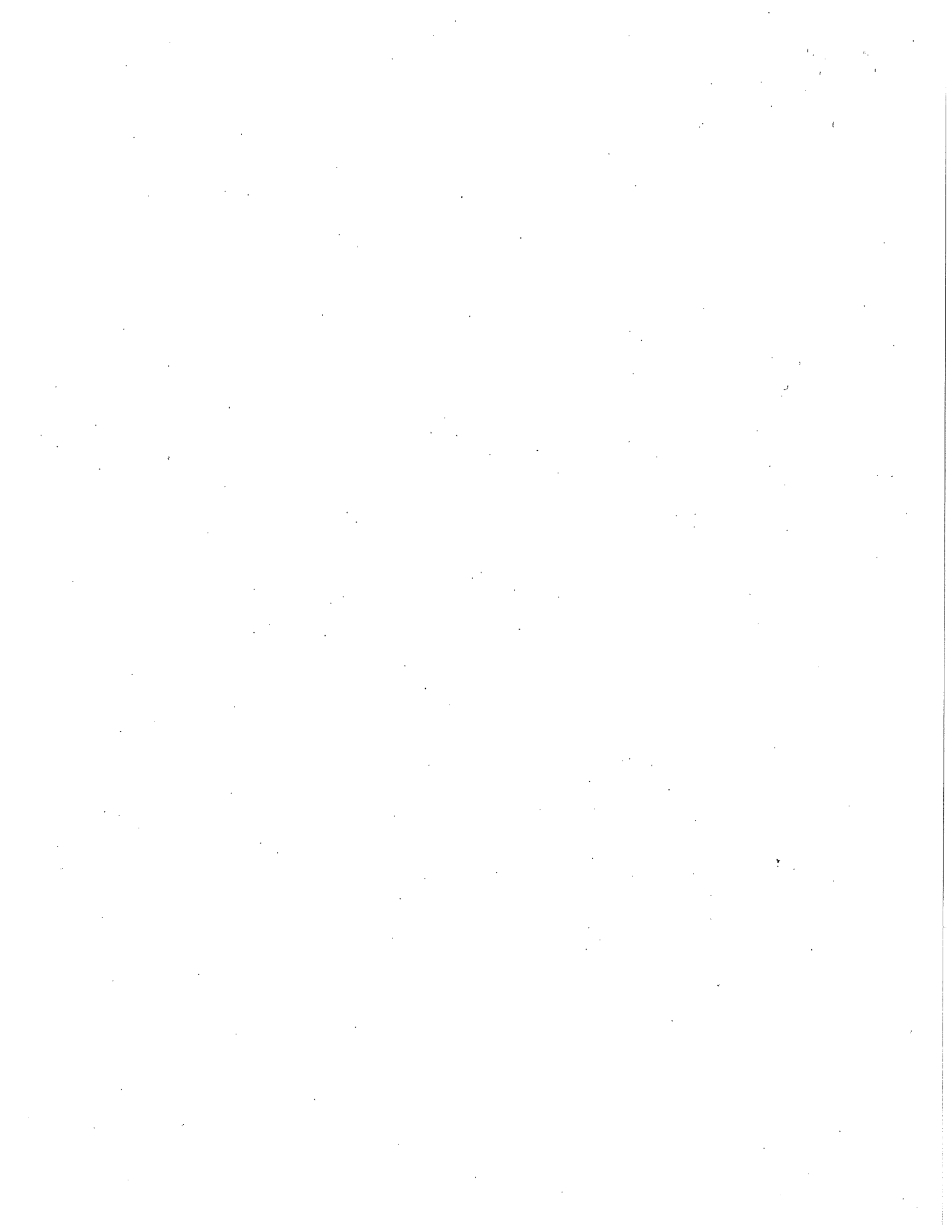
Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751.

Sealed bids 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.

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

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed on our website. Forms are available on the web at <http://www.cityofmadison.com/business/pw/forms.cfm> or by contacting City Engineering at 608-266-4620

Publ. WSJ 1/25/2013, 2/1/2013, 2/8/2013



SECTION B: INSTRUCTIONS TO BIDDERS

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

These standard specifications are available on the City of Madison Public Works website at www.cityofmadison.com/Business/PW/specs.cfm or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

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 Madison 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 Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

Section 102.4: Proposals

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 therefore 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. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

The Bidder shall execute form ERD-7777 (R.9/03), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.

Section 102.5: Bid Deposit (Proposal Guaranty)

No proposal shall be considered unless either (i) it is accompanied by a bid deposit of the character and amount described in the Advertisement for Bids or (ii) a biennial bid bond in an amount and form acceptable to the City of Madison has been previously submitted.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
 205 Blasting
 210 Boring/Pipe Jacking
 215 Concrete Paving
 220 Con. Sidewalk/Curb & Gutter/Misc. Concrete Work
 221 Concrete Bases and Other Concrete Work
 225 Dredging
 230 Fencing
 235 Fiber Optic Cable/Conduit Installation
 240 Grading and Earthwork
 242 Infrared Seamless Patching
 245 Landscaping, Maintenance
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation

- 265 Retaining Walls, Precast Modular Units
 270 Retaining Walls, Reinforced concrete
 275 Sanitary, Storm Sewer & Water Main Const.
 280 Sewer Lateral Drain Cleaning/Internal TV Insp.
 285 Sewer Lining
 290 Sewer Pipe Bursting
 295 Soil Borings
 300 Soil Nailing
 305 Storm & Sanitary Sewer Laterals & Water Svc.
 310 Street Construction
 315 Street Lighting
 318 Tennis Court Resurfacing
 325 Traffic Signing & Marking
 332 Tree Pruning/Removal
 333 Tree, Pesticide Treatment of
 335 Trucking
 399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION C: SBE

**Instructions to Bidders
City of Madison
SBE Program Information**

SBE (Not Applicable)

SECTION D: SPECIAL PROVISIONS

2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT NO. 7028

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

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

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

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

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

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

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

SECTION 102.12 BEST VALUE CONTRACTING

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

SECTION 103.5 PAYMENT AND PERFORMANCE BOND

The Contractor shall file with the City prior to the time of execution of the contract a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the contract. The bond shall remain in effect until the date of the Certificate of Substantial Completion. Substantial Completion shall be issued at the end of the two year contract. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

SECTION 104 SCOPE OF WORK

This project consists of landscaping and maintenance at various City of Madison project sites.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located and 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.

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The City will be responsible for staking out layout of plant locations at BB Clarke Park, Burrows Park, Glenway Golf Course, James Madison Park, Paunack Park, Reindahl Park, Tenney Parking Lot, Thut Park, Vilas Park, Warner Park and Waunona Park. The Contractor is responsible for staking out all other landscape/plant locations. Any questions regarding the layout and staking of this project should be directed to Sarah Lerner at the Parks Division at 261-4281.

The Contractor shall give the Engineer 48 hours notice prior to planting at the above identified locations.

SECTION 105.12 COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction.

The Contractor will not be allowed to store equipment and materials within the construction limits. The contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

A pre-construction meeting will be required prior to the start of construction. The pre-construction meeting will be for all site locations. There will not be a separate pre-construction meeting for each site.

Vilas Park is of archeological significance, if the Contractor encounters human remains and artifacts the Contractor must STOP WORK IMMEDIATELY AND CONTACT SARAH LERNER AT THE CITY OF MADISON, 261-4281.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall complete any portions of the work in such order of time as has been stated in the contract or in such order as the Engineer may declare necessary by reason of an emergency. The order of doing the work is subject to the review of the City. Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates of all planting installation operations.

SECTION 107.14 WEAPONS PROHIBITION

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

SECTION 109.2 PROSECUTION OF THE WORK

All planting installation shall occur in spring 2013 and shall be carried on at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, unless approved by the Engineer in writing.

All plantings shall be installed per City of Madison Standard Specifications for Public Works Contracts unless otherwise defined in the Special Provisions of this contract.

SECTION 109.7 TIME OF COMPLETION

Work cannot start on this contract until after the "Start to Work" letter has been received. Installation of B&B plants shall be planted from the time frost is out of the ground to June 1st. Deciduous, grass or perennial container grown plants may be planted from the time frost is out of the ground until July 1st. Care and maintenance of plants during the first growing season after installation in 2013 shall be incidental to cost of BID ITEMS 20901-20954. Landscape Maintenance for the second growing season shall be paid separately under BID ITEMS 90001-90021.

The first year growing season is defined as the time in 2013 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2014 from when frost is out of the ground, until the ground is frozen. Contract will be completed by December 1, 2014.

BID ITEM 20701-TERRACE SEEDING

DESCRIPTION

This work shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material at the locations specified on the plans and at existing lawn damaged by construction activities, all in accordance with the City of Madison Standard Specifications for Public Works Construction Article 207. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the construction site.

METHOD OF MEASUREMENT

Seeding shall be measured by the square yard. The following list includes all park sites which require terrace seeding, with their approximate square yardage of needed seed:

- Tenney Park Bathhouse – 73 square yards
- Warner Park Sign – 25 square yards

- Water Utility Well No. 20, 2829 Prairie Road – 8 square yards

BASIS OF PAYMENT

Terrace Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description. Unless there is a significant change (greater/lesser than 10%), no payment shall be given for changes in quantities listed in proposal.

SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES

Bid Items 20901-20954 shall be for planting. All planting as part of this contract shall be completed per Article 209 – Trees, Shrubs, Perennials and Grasses of the current City of Madison Standard Specifications for Public Works Construction and as outlined in these Special Provisions.

209.4(a) General

Installation of B&B plants shall be planted from the time frost is out of the ground to June 1st. Deciduous, grass or perennial container grown plants may be planted from the time frost is out of the ground until July 1st. There are no fall plantings in this contract.

209.6(b) Care

Care and maintenance of plants during the first growing season after installation in 2013 shall be incidental to cost of BID ITEMS 20901-20954. Landscape Maintenance for the second growing season shall be paid separately under BID ITEMS 90001-90021.

The first year growing season is defined as the time in 2013 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2014 from when frost is out of the ground, until the ground is frozen.

The Contractor shall properly care for all plants while the payment and performance bond remains in effect. Proper care of plants shall consist of doing such watering, weeding, cultivating, pruning, spraying, securing of braces and guys, wrapping, re-mulching and such other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. No additional compensation will be given to Contractors for watering related to dry conditions, except as specified in Subsection 209.6(c).

It shall be the Contractor's responsibility to thoroughly water and care for plants, especially during the ten (10) day period after initial planting. No additional compensation will be given for watering during the first ten (10) days of initial planting, regardless of drought status.

In addition to the waterings required in Subsection 209.4(g), entitled Planting, additional waterings may be ordered by the Engineer at any time, for the duration of the guarantee period. Should conditions require such waterings, Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced by the Contractor must be replaced immediately per section 209.4(k).

209.6(c) Guarantee

Plants shall be guaranteed for two growing seasons from the date of installation. Growing seasons are defined in Section 209.6(b) Care of these Special Provisions. At any time within the period of the guarantee, the Contractor shall replace any plant which, for any reason, has died or is in a dying

condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the City as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required after acceptance.

Following the completion of the replacements, a re-inspection will be made prior to final acceptance. All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Prior to the termination of the guarantee period and issue of substantial completion, the Contractor shall request a final inspection by the City. All plants found unacceptable for reasons herein before stated shall be replaced at the first planting season and thereafter the responsibility for such plants or material shall lie with the City, no additional guarantee period will be required for these plantings.

The Contractor shall include in the bid items for plants for Hiestand Park reshaping and expanding the existing plant bed as shown on plan sheet L-7 (BID ITEMS 20931, 20944, 20948, and 20931).

The Contractor shall include in the bid item for plants for Olive Jones Park mulching the entire area within the two retaining walls shown on plan sheet L-14 (BID ITEM 20905).

The Contractor shall include in the bid item for plants at the Vilas Zoo Park Sign reshaping and expanding the existing plant bed as identified on plan sheet L-20 (BID ITEM 20929).

BID ITEM 20970 – DROUGHT WATERING - NEIGHBORHOOD PARKS

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants in this contract at the following sites:

- BB Clarke Park
- Burrows Park
- Glenwood Park
- Glenway Golf Course
- Hammersley Park Sign
- Lost Creek Park Sign
- Odana Golf Course
- Olive Jones Park
- Paunack Park Memorial
- Thut Park Memorial
- Waunona Park Memorial

METHOD OF MEASUREMENT

Drought Watering – Neighborhood Parks shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the park sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering - Neighborhood Parks, shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must including photos of the watering with the date and time that each watering occurred.

BID ITEM 20971 – DROUGHT WATERING - COMMUNITY PARKS

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants in this contract the following sites:

- Hiestand Park Sign
- James Madison Park Memorial
- Marshall Park
- Reindahl Park Memorial
- Tenney Park
- Vilas Park
- Warner Park

METHOD OF MEASUREMENT

Drought Watering – Community Parks shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the park sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering – Community Parks shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must including photos of the watering with the date and time that each watering occurred.

BID ITEM 20972 – DROUGHT WATERING – WATER UTILITY

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for the following sites:

- 2929 Prairie Road
- 2757 University Avenue
- 5130 University Avenue

METHOD OF MEASUREMENT

Drought Watering - Water Utility shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering – Water Utility shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must including photos of the watering with the date and time that each watering occurred.

BID ITEMS – 90000-90021 LANDSCAPE MAINTENANCE

DESCRIPTION

This work shall consist of maintenance of landscaping installed in this contract at all locations as identified in these plans during the second growing season and shall be paid under BID ITEMS 90001-90021. Care and maintenance of plants during the first growing season after installation shall be incidental to cost of BID ITEMS 20901-20954.

The first year growing season is defined as the time in 2013 from when plants are installed, until the ground is frozen. The second growing season is defined as the time beginning in 2014 from when frost is out of the ground, until the ground is frozen.

This work shall include furnishing all necessary materials and performing all necessary work such as weeding, watering, renewal pruning, the removal and placement of new mulch, support staking, fertilizing, dead-heading, shovel edging, rodent protection, disposing of surplus waste materials, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract.

All care is to be in accordance with the plans and specifications of this contract and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall have adequate experience and knowledge in the care of perennials, grasses, trees and shrubs.

A monthly inspection of all landscape areas shall be done by the Contractor's licensed landscape architect or trained horticulturist. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the Engineer 48 hours prior to inspection.

PRUNING

All plant material shall be inspected to determine need for pruning. Pruning shall be completed once each year in accordance with these specifications. All pruning shall be done at the appropriate time for each species. Pruning includes perennials, shrubs, low evergreen plantings and planted trees. All plant material shall be pruned in order to stimulate tight, natural growth. Remove dead and broken branches, sucker growth and bad crotches. Pruning should develop the natural form of each individual plant. Evergreen trees and shrubs shall be pruned ONLY with a hand pruner to assure conserving their natural form. In general, tools to be used should conform to accepted horticultural practices. When/where specified or directed by the Engineer, for all BR, B&B, or CG plant stock, pruning shall consist of

removing only dead , damaged, or broken branching. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact.

Except when heading back, all pruning cuts shall be made at the branch bark ridge and branch collar leaving both branch features intact without leaving stubs or damaging adjacent trunk or branch tissue. When heading back or reducing a branch back to another lateral branch, all pruning cuts shall be made by bisecting the angle between the branch bark ridge and an imaginary line which is perpendicular to the branch being removed. The branch bark ridge must be left intact without leaving a stub and without damaging adjacent branch tissue. Evergreen plants shall not be pruned except to remove dead, damaged, or broken branches. All pruning cuts shall comply with the ANSI A300 current edition. See Part VIII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut

Pruning of perennials shall consist of removing the previous year's growth without damaging the new emerging growth and taking down finished perennials as required.

Prune trees and raise the canopy on all trees as specified by City staff.

All spireas to be renewal pruned to within 4" – 8" of the ground in early spring or late fall.

All cuts shall be clean and debris removed from the site immediately.

MULCH

Mulched plant beds and mulch rings shall receive 3-4" of new shredded hardwood bark mulch by June 1, 2014. Prior to installing new mulch, existing mulch shall be removed and disposed offsite. Bark mulch shall be free of objectionable foreign material and in accordance with the Article 209 of the City of Madison Standard Specifications for Public Works Contracts. The Contractor is responsible for supplying mulch.

When applied, care should be taken to not damage plant material. Keep mulch away from stems of plants. Landscaper is responsible for such damage.

WEEDING AND DEAD-HEADING

Planting beds shall be kept weed free, primarily by hand weeding, on a weekly schedule. All flowerbeds shall be deadheaded on a weekly schedule as needed. Herbicides shall not be used on planting beds.

Landscape Maintenance for Marshall Park shall include weeding and watering of all plants in the Holocaust Memorial (BID ITEM 90009).

PEST AND DISEASE CONTROL

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the City to determine course of action. The remediation work shall be done on time & material basis upon approval of the City. There will be no pesticide usage on bedding plants.

WATERING OF PLANT MATERIAL

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to fill the root zone and soak down to a good depth. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. Provisions 209.5 (j) Drought Watering **do not apply** to landscape maintenance bid items.

DISPOSAL

Excess material such as mulch, plant, or organic debris as a result of landscape maintenance shall be removed from the site immediately. Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost to the City.

METHOD OF MEASUREMENT

Landscape Maintenance shall be measured by lump sum for each individual site to maintain the landscape plantings during the second growing season.

BASIS OF PAYMENT

Landscape Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal. **Landscape Maintenance shall be paid on a quarterly basis during the second growing season. The Contractor shall submit documentation showing proof of inspection with each payment request.**

BID ITEM 90022– MARSHALL PARK HOLOCAUST MEMORIAL MULCH, WEED AND PLANT REMOVAL

DESCRIPTION

There are existing plants at the Marshall Park Holocaust Memorial. This bid item shall include hand weeding, pruning dead branches, and replacing the existing mulch at the existing plant beds in spring 2013. Herbicide shall not be used. This bid item also includes removing the existing dead plants shown on the plan that are being replaced as part of this contract.

METHOD OF MEASUREMENT

Marshall Park Holocaust Memorial Mulch, Weed and Plant Removal shall be measured lump sum.

BASIS OF PAYMENT

Marshall Park Holocaust Memorial Mulch, Weed and Plant Removal shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM – 90023 WARNER PARK SIGN CLEARING AND GRUBBING

DESCRIPTION

This work shall include all material, labor and equipment necessary to clear and grub vegetation as indicated on the Warner Park Sign landscape plan per Article 204 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Warner Park Sign Clearing and Grubbing shall be measured lump sum.

BASIS OF PAYMENT

Warner Park Sign Clearing and Grubbing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM – 90024 WATER UTILITY – 2829 PRAIRIE ROAD WEED EXISTING LANDSCAPE BED

DESCRIPTION

This work shall include mulching and weeding existing landscape bed at the location identified on plans. This work shall be completed in spring of 2013.

METHOD OF MEASUREMENT

Water Utility - 2829 Prairie Road Weed Existing Landscape Bed shall be measured lump sum.

BASIS OF PAYMENT

Water Utility - 2829 Prairie Road Weed Existing Landscape Bed shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

BID ITEM – 90025 REMOVAL AND REPLACEMENT OF PLANTING SOIL

DESCRIPTION

This work shall include all material, labor and equipment necessary to remove existing topsoil within the area identified for plantings to a depth of twenty-four (24) inches and replace with twenty-four (24) inches of engineered topsoil. The composition of the engineered topsoil is 30% topsoil, 40% organic matter and 30% sand.

METHOD OF MEASUREMENT

Removal and Replacement of Planting Soil shall be measured in cubic yards. The following list includes all park sites which required removal and replacement of planting soil:

- Warner Park Sign – 7 cubic yards
- Hammersley Park Sign – 7 cubic yards
- Hiestand Park Sign – 10 cubic yards
- Lost Creek Park Sign – 9.5 cubic yards

BASIS OF PAYMENT

Removal and Replacement of Planting Soil shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change (greater/lesser than 10%), no payment shall be given for changes in quantities listed in proposal.



Department of Public Works
City Engineering Division

Robert F. Phillips, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

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

Financial Officer
Steven B. Danner-Rivers

Hydrogeologist
Brynn Bemis

NOTICE OF ADDENDUM

ADDENDUM NO. 1

CONTRACT NO. 7028

2013 Park & Water Utility Landscape & Maintenance

ADD

Minimum Wage Rates – dated 1/10/2013 (pages 1 – 30)

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

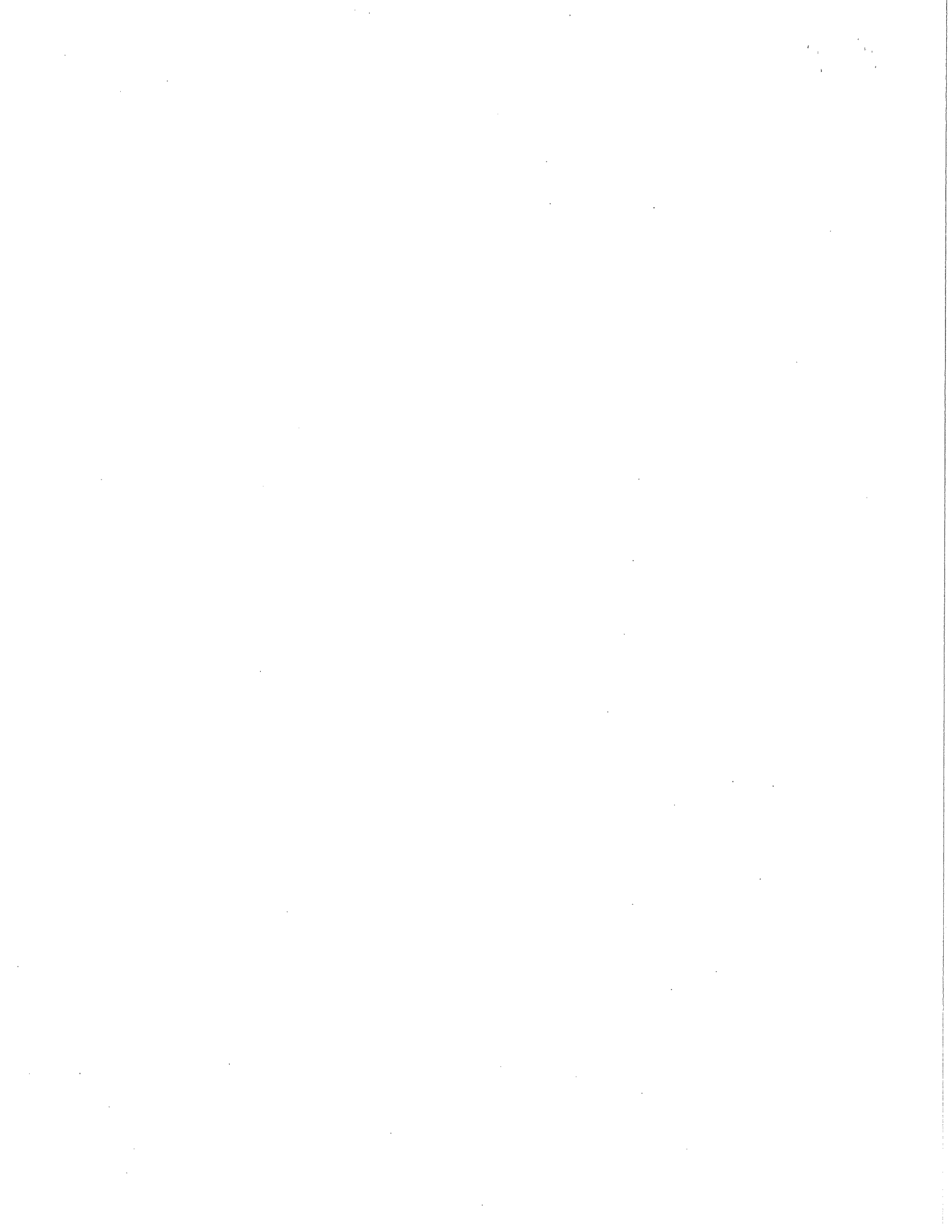
Please acknowledge this addendum on page E1 of the contract documents.

Electronic version of these documents can be found on the City of Madison web site at:

<http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

Kevin Briski, Parks Superintendent





Department of Public Works
City Engineering Division

Robert F. Phillips, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

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

Financial Officer
Steven B. Danner-Rivers

Hydrogeologist
Brynn Bemis

NOTICE OF ADDENDUM

ADDENDUM NO. 2

CONTRACT NO. 7028

2013 Park & Water Utility Landscape & Maintenance

ADD

Page L-27 Waunona Park

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

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

Electronic version of these documents can be found on the City of Madison web site at:

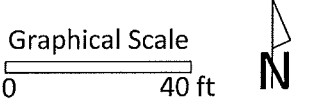
<http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

Kevin Briski, Parks Superintendent

City of Madison
 Department of Public Works
PARKS DIVISION

City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987



PROJECT: *WAUNONA
 NEIGHBORHOOD
 ASSOCIATION
 MEMORIAL
 PLANTINGS*

*WAUNONA PARK
 5323 RAYWOOD RD
 MADISON, WI 53713*

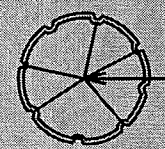
Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: SCL	12-14-2012
Approved by:	xx-xx-xxxx

PUBLIC WORKS PROJECT #:
7028

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-27



(1) GINKGO BILOBA 'AUTUMN GOLD'

PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
<i>Trees</i>				
Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2 1/2" Cal.	B&B	1

Vertical line of text or markings in the center of the page.

Vertical line of text or markings on the right edge of the page.

SECTION E: PROPOSAL

2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE
CONTRACT NO. 7028

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 2 issued thereto, at the prices for said work as contained in this proposal.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is Bid Bond or Certified Check in the amount of 2,532.33 Dollars (\$2,532.33) or a Certificate of Biennial Bid Bond as required by the Advertisement for Bids. Two thousand five hundred thirty two and (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). thirty three cents
5. I hereby certify that all statements herein are made on behalf of Dan Larsen Landscaping, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a ~~partnership consisting of xxx~~ an individual trading as; of the City of Cedarburg; State of Wis; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Daniel Z. L.
SIGNATURE

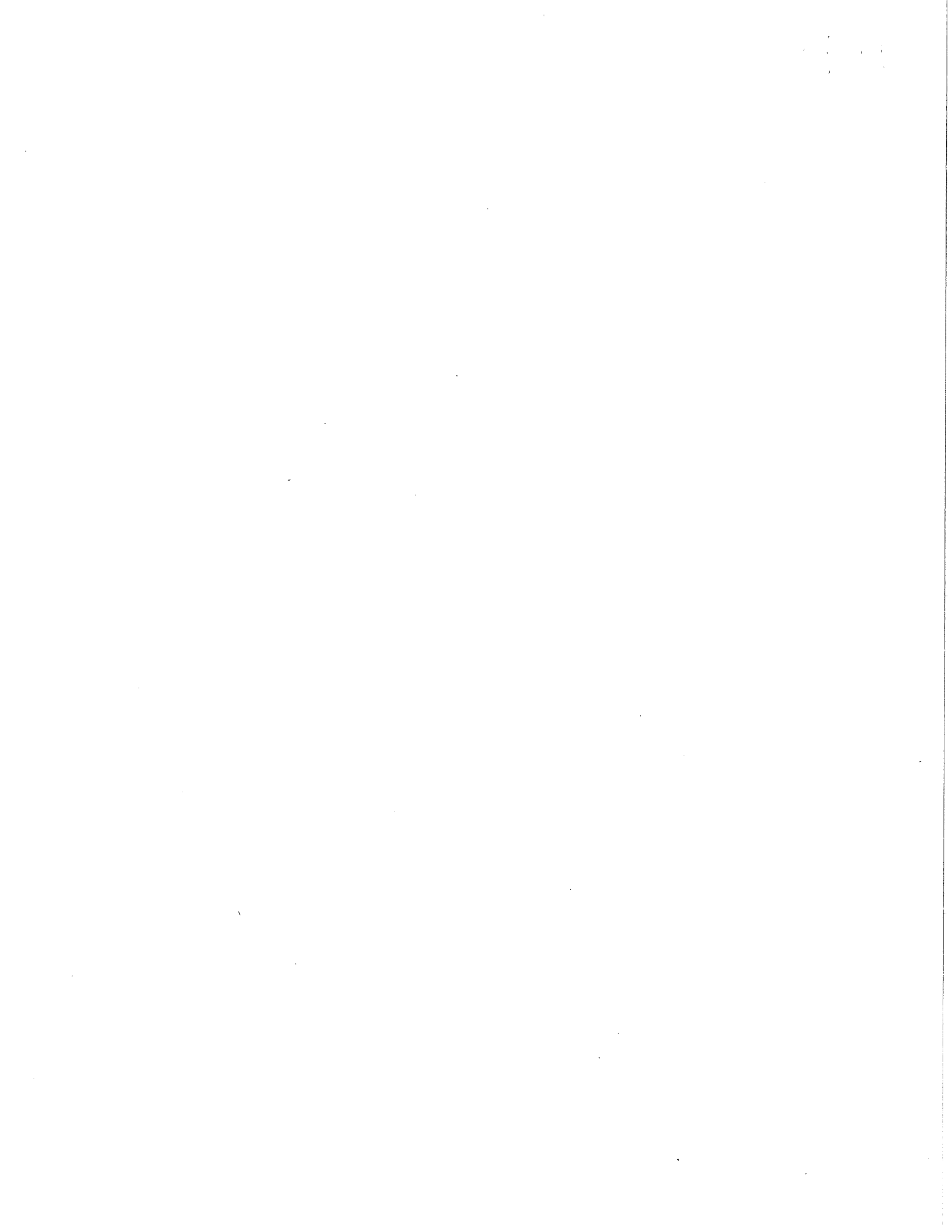
President
TITLE, IF ANY

Sworn and subscribed to before me this
5th day of February, 2013
Kim M. Larsen

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 5/08/16

Bidders shall not add any conditions or qualifying statements to this Proposal.



**2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE
CONTRACT NO. 7028**

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

Disclosure of Ownership

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

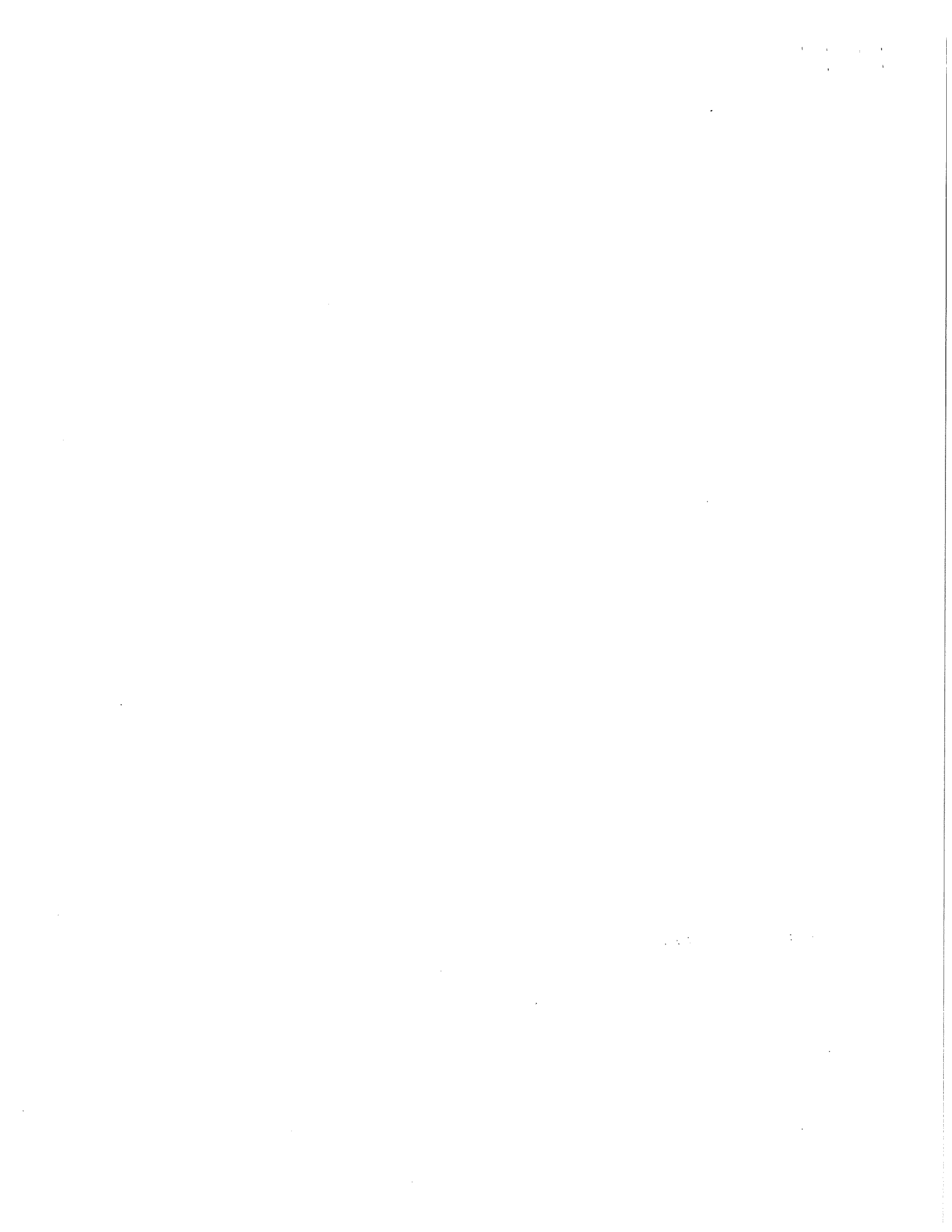
- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction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

Other Construction Business

Name of Business None			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.			
Print the Name of Authorized Officer Kim Larsen, Vice President			
Signature of Authorized Officer <i>Kim Larsen, VP</i>		Date Signed 2/05/13	
Name of Corporation, Partnership or Sole Proprietorship Dan Larsen Landscaping, Inc.			
Street Address or P O Box 289 Huntington Drive	City Cedarburg	State Wis	Zip Code 53012

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

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



**2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE
CONTRACT NO. 7028**

Best Value Contracting

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

Landscape laborers

2. Some Contractors are exempt due to the size of the work force. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin.

Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.

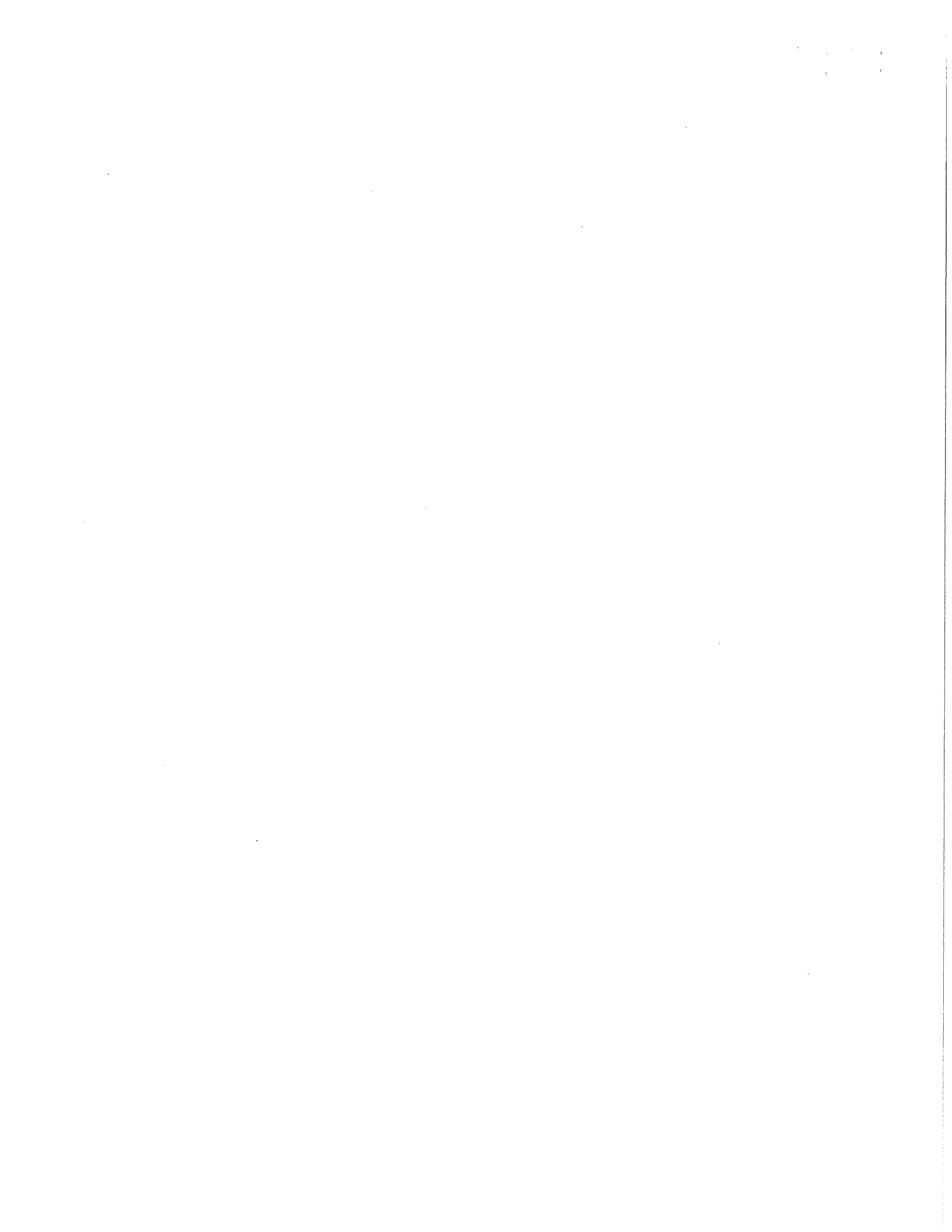
3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

Legend

Number of Journeyworkers	The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.
W-ATT	The Contractor is an active trade trainer in the State of Wisconsin for the trade indicated.
US-ATT	The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.
SB-ATT	The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.

The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project.

The Contractor has reviewed this list on E-4 and has checked the appropriate box by each apprenticeable trade to be used on the project.



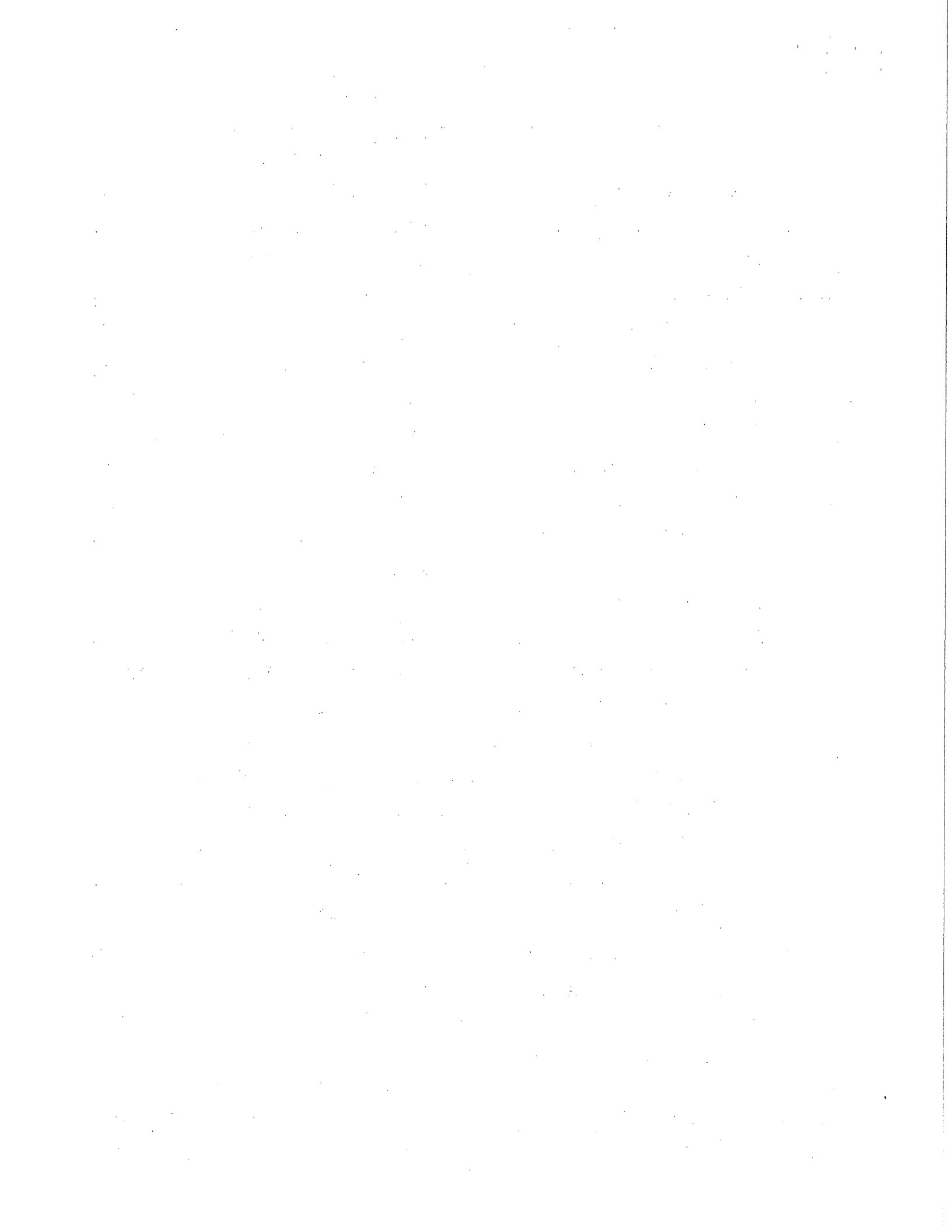
PROPOSAL

NAME OF BIDDER

Contract Name: 2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT

Contract No. 7028

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID		TOTAL BID
20701	TERRACE SEEDING	106.0	SY	\$ 2.25	\$	238.50
20901	ACER RUBRUM 'FRANK JR.' PP16769	1.0	EA	\$ 279.00	\$	279.00
20902	ACER SACCHARUM 'GREEN MOUNTAIN'	3.0	EA	\$ 269.00	\$	807.00
20903	CELTIS OCCIDENTALIS	4.0	EA	\$ 259.00	\$	1,036.00
20904	GINKGO BILOBA 'AUTUMN GOLD'	1.0	EA	\$ 379.00	\$	379.00
20905	GLEDITSIA TRIACANTHOS 'SKYCOLE'	2.0	EA	\$ 209.00	\$	418.00
20906	MALUS 'ADIRONDACK'	1.0	EA	\$ 189.00	\$	189.00
20907	MALUS 'JEWELCOLE'	1.0	EA	\$ 189.00	\$	189.00
20908	MALUS 'SUTZYAM' PP 7062	1.0	EA	\$ 189.00	\$	189.00
20909	PRUNUS CERASUS 'NORTH STAR'	1.0	EA	\$ 189.00	\$	189.00
20910	PRUNUS NIGRA 'PRINCESS KAY'	2.0	EA	\$ 219.00	\$	438.00
20911	QUERCUS ALBA	2.0	EA	\$ 349.00	\$	698.00
20912	QUERCUS BICOLOR	1.0	EA	\$ 309.00	\$	309.00
20913	QUERCUS MACROCARPA	6.0	EA	\$ 349.00	\$	2,094.00
20914	QUERCUS MUELENBERGII	3.0	EA	\$ 379.00	\$	1,137.00
20915	QUERCUS X SHUETEI	3.0	EA	\$ 379.00	\$	1,137.00
20916	TILIA AMERICANA 'MCKSENTRY'	1.0	EA	\$ 212.00	\$	212.00
20917	ULMUS 'NEW HORIZON'	1.0	EA	\$ 309.00	\$	309.00
20918	PICEA GLAUCA VAR. DENSATA	34.0	EA	\$ 209.00	\$	7,106.00
20919	PICEA PUNGENS 'GLAUCA'	11.0	EA	\$ 209.00	\$	2,299.00
20920	PINUS NIGRA	7.0	EA	\$ 209.00	\$	1,463.00
20921	PINUS STROBUS	3.0	EA	\$ 179.00	\$	537.00
20922	ACER GINNALA 'FLAME'	12.0	EA	\$ 149.00	\$	1,788.00
20923	CORNUS SANGUINEA 'CATO' PP19892	6.0	EA	\$ 38.00	\$	228.00
20924	CORNUS STOLONIFERA 'FARROW' PP18,523	3.0	EA	\$ 38.00	\$	114.00
20925	DIERVILLA LONICERA 'COPPER'	8.0	EA	\$ 40.00	\$	320.00
20926	EUONYMOUS ALATUS 'HAYMAN' PP21634	6.0	EA	\$ 40.00	\$	240.00
20927	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	6.0	EA	\$ 189.00	\$	1,134.00
20928	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	6.0	EA	\$ 31.00	\$	186.00



PROPOSAL

NAME OF BIDDER

Contract Name: 2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT

Contract No. 7028

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
20929	RHUS TYPHINA 'BALITIGER'	3.0	EA	\$ 40.00	\$ 120.00
20930	RIBES IDAEUS 'NOVA'	3.0	EA	\$ 41.00	\$ 123.00
20931	RIBES RUBRUM 'PINK CHAMPAGNE'	3.0	EA	\$ 41.00	\$ 123.00
20932	RIBES RUBRUM 'RED LAKE'	3.0	EA	\$ 41.00	\$ 123.00
20933	ROSA 'RADTKO'	4.0	EA	\$ 35.00	\$ 140.00
20934	SPIREA JAPONICA 'DARTS RED'	9.0	EA	\$ 34.00	\$ 306.00
20935	SPIREA JAPONICA 'FROEBELII'	3.0	EA	\$ 28.00	\$ 84.00
20936	SPIREA JAPONICA 'GOLDFLAME'	6.0	EA	\$ 28.00	\$ 168.00
20937	SYRINGA MEYERI 'PALIBIN'	6.0	EA	\$ 43.00	\$ 258.00
20938	VIBURNUM LANTANA 'MOHICAN'	7.0	EA	\$ 35.00	\$ 245.00
20939	VIBURNUM TRILOBUM	3.0	EA	\$ 33.00	\$ 99.00
20940	WEIGELA FLORIDA 'PINK POPPETT'	16.0	EA	\$ 33.00	\$ 528.00
20941	ACHILLEA 'FIRELAND'	10.0	EA	\$ 20.00	\$ 200.00
20942	ALCHEMILLA MOLLIS	10.0	EA	\$ 20.00	\$ 200.00
20943	ALLIUM SCHOENOPRASUM	12.0	EA	\$ 16.00	\$ 192.00
20944	ALLIUM SCHOENOPRASUM 'RISING STAR'	14.0	EA	\$ 16.00	\$ 224.00
20945	ALLIUM 'SUMMER BEAUTY'	7.0	EA	\$ 20.00	\$ 140.00
20946	BOUTELOUA CURTIPENDULA	33.0	EA	\$ 20.00	\$ 660.00
20947	CALAMAGROTIS ACUTIFLORA 'KARL FOERSTER'	9.0	EA	\$ 20.00	\$ 180.00
20948	FRAGARIA VIRGINIANA	28.0	EA	\$ 16.00	\$ 448.00
20949	HEMEROCALLIS 'JUST PLUM HAPPY' PP14841	18.0	EA	\$ 20.00	\$ 360.00
20950	HEMEROCALLIS 'LITTLE WINE CUP'	45.0	EA	\$ 20.00	\$ 900.00
20951	HEMEROCALLIS 'STELLA D'ORO'	35.0	EA	\$ 20.00	\$ 700.00
20952	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'	6.0	EA	\$ 20.00	\$ 120.00
20953	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	9.0	EA	\$ 20.00	\$ 180.00
20954	SEDUM 'AUTUMN JOY'	10.0	EA	\$ 20.00	\$ 200.00
20970	DROUGHT WATERING - NEIGHBORHOOD PARKS	5.0	EA	\$ 1,100.00	\$ 5,500.00
20971	DROUGHT WATERING - COMMUNITY PARKS	5.0	EA	\$ 700.00	\$ 3,500.00
20972	DROUGHT WATERING - WATER UTILITY	5.0	EA	\$ 300.00	\$ 1,500.00

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for ensuring transparency and accountability in financial management.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support effective decision-making.

3. The third part of the document focuses on the analysis and interpretation of the collected data. It discusses the various statistical and analytical tools used to identify trends, patterns, and anomalies in the data.

4. The fourth part of the document discusses the importance of communication and reporting in the context of data analysis. It emphasizes the need for clear and concise reports that effectively convey the findings and insights derived from the data.

5. The fifth part of the document discusses the role of technology in data management and analysis. It highlights the various software tools and platforms used to streamline data collection, storage, and analysis processes.

6. The sixth part of the document discusses the importance of data security and privacy. It emphasizes the need for robust security measures to protect sensitive data from unauthorized access and disclosure.

7. The seventh part of the document discusses the importance of data governance and compliance. It highlights the need for clear policies and procedures to ensure that data is managed and used in accordance with applicable laws and regulations.

8. The eighth part of the document discusses the importance of data quality and integrity. It emphasizes the need for regular data audits and quality checks to ensure that the data is accurate and reliable.

9. The ninth part of the document discusses the importance of data sharing and collaboration. It highlights the need for clear protocols and standards to facilitate the exchange of data between different departments and organizations.

10. The tenth part of the document discusses the importance of data-driven decision-making. It emphasizes the need for organizations to leverage the insights derived from their data to inform their strategic and operational decisions.

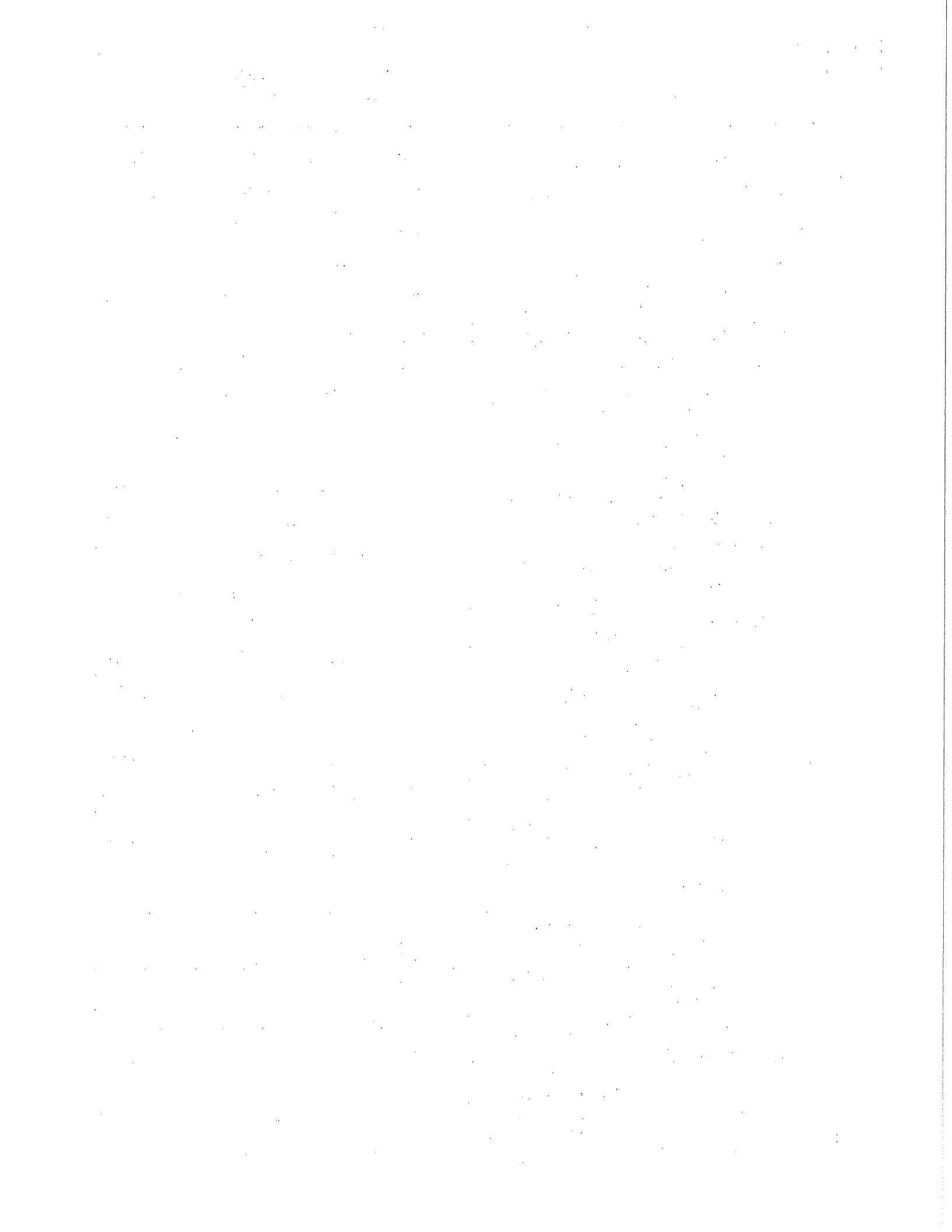
PROPOSAL

NAME OF BIDDER

Contract Name: 2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT

Contract No. 7028

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
90001	BB CLARKE PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 79.00	\$ 79.00
90002	BURROWS PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 249.00	\$ 249.00
90003	GLENWAY GOLF COURSE LANDSCAPE MAINTENANCE	1.0	LS	\$ 339.00	\$ 339.00
90004	GLENWOOD PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 79.00	\$ 79.00
90005	HAMMERSLEY PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 399.00	\$ 399.00
90006	HIESTAND PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 399.00	\$ 399.00
90007	JAMES MADISON PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 79.00	\$ 79.00
90008	LOST CREEK PARK SIGN LANDSCAPE MAINTENANCE	1.0	LS	\$ 379.00	\$ 379.00
90009	MARSHALL PARK HOLOCAUST MEMORIAL LANDSCAPE MAINTENANCE	1.0	LS	\$ 179.00	\$ 179.00
90010	ODANA GOLF COURSE LANDSCAPE MAINTENANCE	1.0	LS	\$ 459.00	\$ 459.00
90011	OLIVE JONES PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 99.00	\$ 99.00
90012	PAUNACK PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 99.00	\$ 99.00
90013	REINDAHL PARK MEMORIAL LANDSCAPE MAINTENANCE	1.0	LS	\$ 99.00	\$ 99.00
90014	TENNEY PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 179.00	\$ 179.00
90015	THUT PARK MEMORIAL LANDSCAPE MAINTENANCE	1.0	LS	\$ 79.00	\$ 79.00
90016	VILAS PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 199.00	\$ 199.00
90017	WARNER PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 199.00	\$ 199.00
90018	WAUNONA PARK LANDSCAPE MAINTENANCE	1.0	LS	\$ 279.00	\$ 279.00
90019	WATER UTILITY - 2829 PRAIRIE ROAD LANDSCAPE MAINTENANCE	1.0	LS	\$ 329.00	\$ 329.00
90020	WATER UTILITY - 2757 UNIVERSITY AVENUE LANDSCAPE MAINTENANCE	1.0	LS	\$ 329.00	\$ 329.00
90021	WATER UTILITY - 5130 UNIVERSITY AVENUE LANDSCAPE MAINTENANCE	1.0	LS	\$ 329.00	\$ 329.00
90022	MARSHALL PARK HOLOCAUST MEMORIAL MULCH, WEED AND PLANT REMOVAL	1.0	LS	\$ 399.00	\$ 399.00
90023	WARNER PARK SIGN CLEARING AND GRUBBING	1.0	LS	\$ 449.00	\$ 449.00
90024	WATER UTILITY - 2829 PRAIRIE ROAD WEED EXISTING LANDSCAPE BED	1.0	LS	\$ 349.00	\$ 349.00
90025	REMOVAL AND REPLACEMENT OF PLANTING SOIL	33.5	CY	\$ 42.00	\$ 1,407.00



PROPOSAL				
NAME OF BIDDER				
Contract Name: 2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT				
Contract No. 7028				
ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
GRAND TOTAL				\$50,646.50

✓
grr

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in modern data management. It discusses how advanced software solutions can streamline data collection, storage, and analysis, leading to more efficient and accurate results.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and up-to-date.

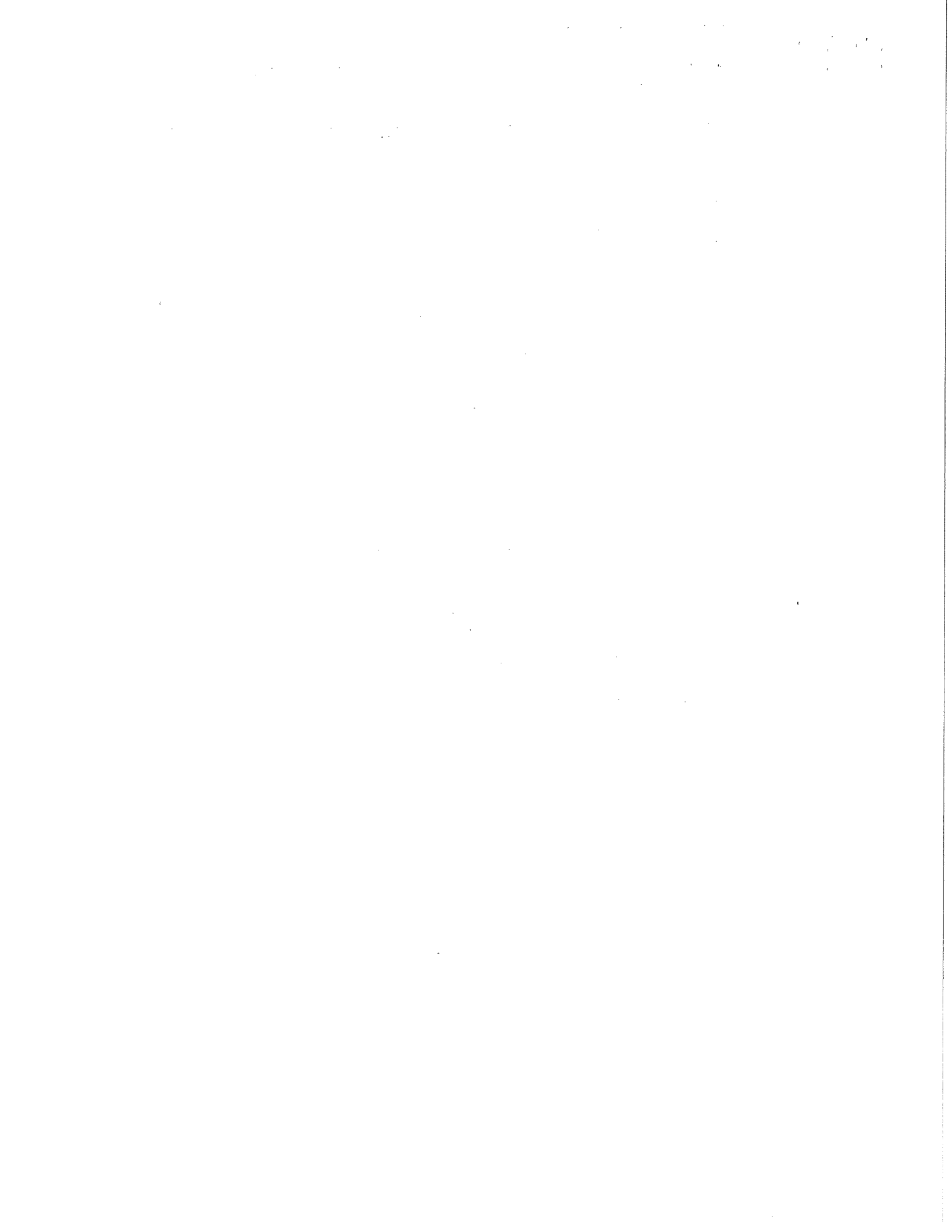
PROPOSAL

NAME OF BIDDER

Contract Name: 2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT

Contract No. 7028

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES	UNIT PRICE BID	TOTAL BID
ACCOUNT STRINGS FOR CONTRACT NO. 7028:				
BB Clarke Park	ACCOUNT NO. CL60-54303-810402-00-0000000-60020N00			
Burrows Park	ACCOUNT NO. CL60-54303-810402-00-0000000-60226A00			
Burrows Park Memo	ACCOUNT NO. GN01-54303-611100-00-6111000-60226A00			
Glenway Golf Course	ACCOUNT NO. CL60-54303-810402-00-0000000-60281S00			
Glenwood Park	ACCOUNT NO. CL60-54303-810402-00-0000000-60387N00			
Hammersley Park Sign	ACCOUNT NO. CL60-54303-810402-00-0000000-60573N00			
Hiestand Park Sign	ACCOUNT NO. CL60-54303-810678-00-0000000-60406A00			
James Madison Memorial	ACCOUNT NO. CL60-54303-810678-00-0000000-60000A00			
Lost Creek Park Sign	ACCOUNT NO. CL60-54303-810402-00-0000000-60576P00			
Marshall Park Holocaust	ACCOUNT NO. GN01-54303-611100-00-6111000-60533C00			
Odana Golf Course	ACCOUNT NO. EG01-58201-654200-00-0000000-60401S00			
Olive Jones Park	ACCOUNT NO. CL60-54303-810402-00-0000000-60149N00			
Paunack Park Memorial	ACCOUNT NO. GN01-54303-611100-00-6111000-60241N00			
Reindahl Park Memorial	ACCOUNT NO. GN01-54303-611100-00-6111000-60400C00			
Tenney Park Bathhouse	ACCOUNT NO. CL60-54303-810678-00-0000000-60108C00			
Tenney Park Parking	ACCOUNT NO. CL60-54303-810741-00-0000000-60108C00			
Thut Park Memorial	ACCOUNT NO. CL60-54303-810678-00-0000000-60113S00			
Vilas Park Zoo Sign	ACCOUNT NO. GN01-54303-611100-00-6111000-60249N00			
Vilas Park	ACCOUNT NO. CL60-54303-810678-00-0000000-60368C00			
Warner Park Sign	ACCOUNT NO. CL60-54303-810678-00-0000000-60113C00			
Warner Park Memorial	ACCOUNT NO. GN01-54303-611100-00-6111000-60368C00			
Wauona Park Memorial	ACCOUNT NO. GN01-54303-611100-00-6111000-60239N00			
Water Utility	ACCOUNT NO. EW01-58599-810458-00-0000000-00000000			
Drought Neighborhood	ACCOUNT NO. CL60-810402-00-0000000-00000000			
Drought Community	ACCOUNT NO. CL60-810678-00-0000000-00000000			



SECTION F: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT _____
(a corporation of the State of _____) (individual), (partnership), hereinafter referred to as the "Principal") and _____, a corporation of the State of _____ (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:

2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT NO. 7028

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.

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

Principal

Date

By:

Name of Surety

By:

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. _____ for the year _____, 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.

Date

Agent

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees may 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.

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION G: AGREEMENT

THIS AGREEMENT made this 15th day of March in the year Two Thousand and Thirteen between DAN LARSEN LANDSCAPING, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 5, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE CONTRACT NO. 7028

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FIFTY THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS & FIFTY CENTS (\$50,646.50) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

“Laborers, Workers, and Mechanics” include preapprentices, 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 Subjourneypersons. Apprentices and subjourneypersons 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:

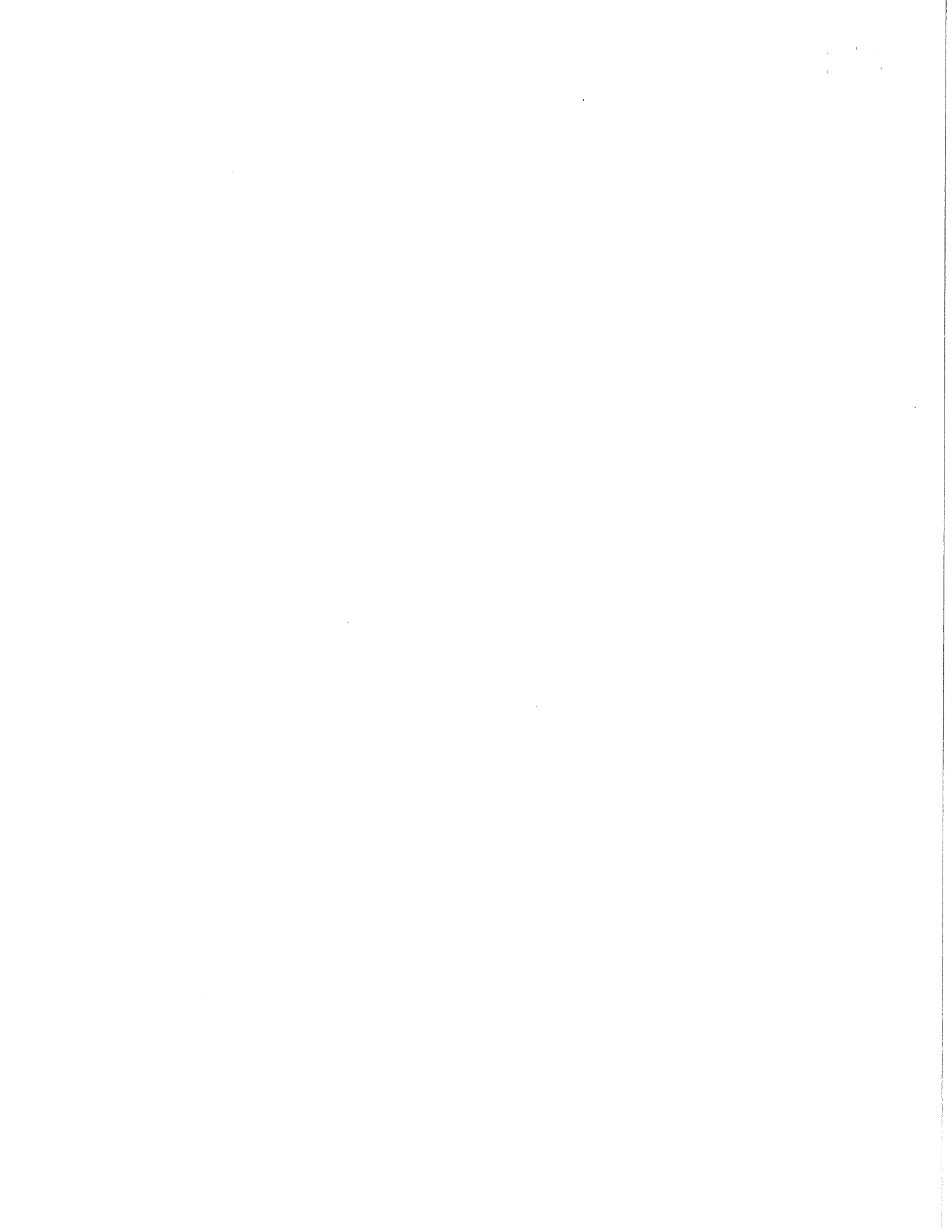
- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors 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 therefor; 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 therefor; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

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

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

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



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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

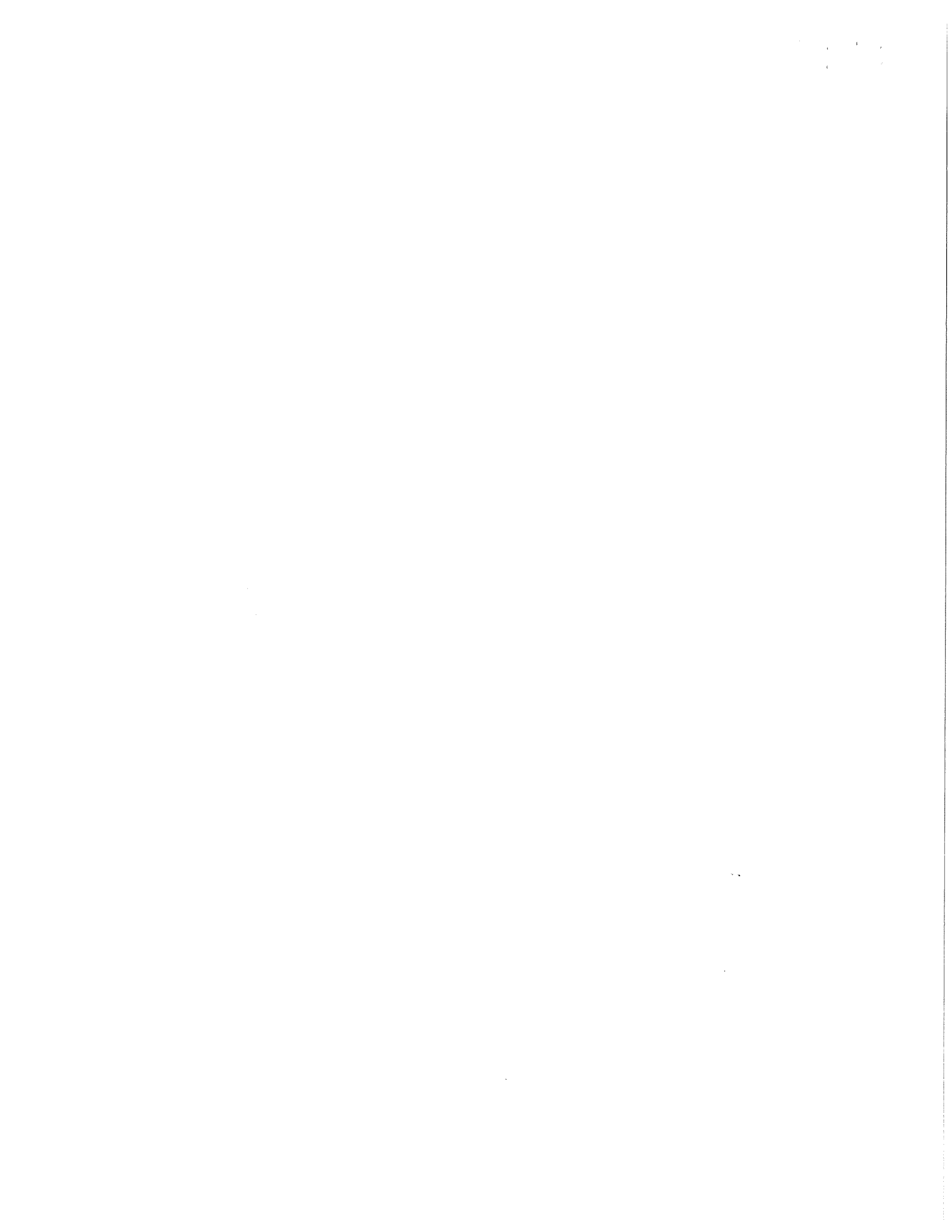
1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such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

Article VIII

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

Article IX

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



**2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE
CONTRACT NO. 7028**

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:

DAN LARSEN LANDSCAPING, INC.

Company Name

Kim Larsen 3/11/13
Witness Date

Don 3/11/13
President Date

Don 3/11/13
Witness Date

Kim Larsen 3/11/13
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

David Blumendick
Finance Director

for Patricia Jauten
City Attorney

Signed this 15th day of April, 2013

Jim Dinstel
Witness

Paul
Mayor Date

Eric Christ
Witness

Maibeth Witzel-Behl 4-9-2013
City Clerk Date

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Dan Larsen Landscaping, Inc.
as principal, and American Contractors Indemnity Company
Company of 601 S. Figueroa St., Suite 1600, Los Angeles, CA 90017 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of *See Below (\$) 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:

**2013 PARK AND WATER UTILITY LANDSCAPE AND MAINTENANCE
CONTRACT NO. 7028**

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 15th day of March, 2013

Countersigned:

Nick Soren

Witness

Kim Larsen
Secretary

Dan Larsen Landscaping, Inc.

Company Name (Principal)

Dan
President Daniel Larsen, President Seal

Approved as to form:

For Patricia Ganten
City Attorney

American Contractors Indemnity Company

Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact Jeremy Crawford, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2505634 for the year 2013 and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

CCI Surety, Inc.

March 15th, 2013

Date

[Signature]
Agent Jeremy Crawford, Attorney-in-Fact

*Fifty Thousand Six Hundred Forty-Six and 50/100 Dollars (\$50,646.50)

100

100

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemece or Tanya Fukushima of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$**3,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

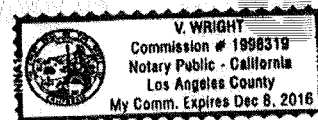
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I witness my hand and official seal.

Signature *[Signature]* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of March, 2013.

Corporate Seals

Bond No. 1000965051
Agency No. 8219



[Signature]
Jeannie Lee, Assistant Secretary

Kan's Copy: K1
Security Paper

- » Hidden Pentagraph
- » Color Match
- » Artificial Watermark
- » Anti-Copy Coin Rub
- » Erasure Protection
- » Security Features Box
- » Microprint Protection
- » Acid Free

Kan's Copy: K1
Security Paper

- » Hidden Pentagraph
- » Color Match
- » Artificial Watermark
- » Anti-Copy Coin Rub
- » Erasure Protection
- » Security Features Box
- » Microprint Protection
- » Acid Free

Kan's Copy: K1
Security Paper

- » Hidden Pentagraph
- » Color Match
- » Artificial Watermark
- » Anti-Copy Coin Rub
- » Erasure Protection
- » Security Features Box
- » Microprint Protection
- » Acid Free

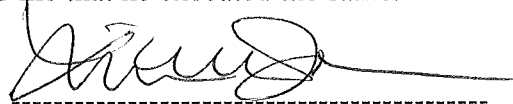
Kan's Copy: K1
Security Paper

- » Hidden Pentagraph
- » Color Match
- » Artificial Watermark
- » Anti-Copy Coin Rub
- » Erasure Protection
- » Security Features Box
- » Microprint Protection
- » Acid Free

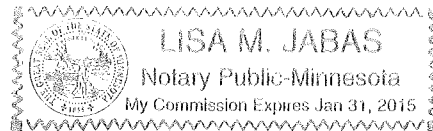
Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 15th day of March, 2013 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public



11/11/2020

11/11/2020

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/10/2013

PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON
MADISON CITY, DANE COUNTY, WI
Determination No. 201300080

PROJECT OWNER:

ROBERT F. PHILLIPS, CITY ENGINEER
CITY OF MADISON-ENGINEERING
210 MARTIN L KING JR BLVD, RM 115
MADISON, WI 53703

REQUESTER:

ROBERT F. PHILLIPS, CITY ENGINEER
CITY OF MADISON-ENGINEERING
210 MARTIN L KING JR BLVD, RM 115
MADISON, WI 53703

ADDITIONAL CONTACT:

NORMAN DAVIS, CONTRACT COMPLIANCE
CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV
210 MARTIN L KING JR BLVD, RM 523
MADISON, WI 537033342

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: <http://dwd.wisconsin.gov/er/>

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/10/2013

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

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

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

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

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE 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. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

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

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.09	16.13	48.22
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
130	Plumber	36.97	17.66	54.63

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

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

LABORERS

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On All Hours Worked

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

LABORERS

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

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
	<p>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>			
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	25.74	15.85	41.59
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90