

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2013

Contract between: Homburg Contractors Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Badger Rock Path

Contract No.: 7117
Enactment No.: RES-13-00571
Dollar Amount: 62,290.00

File No.: 30718
Enactment Date: 07/16/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7-31-13	7-31-13
Director of Civil Rights	7/31/13	8/5/13 MCD
Risk Manager	8-6-13	8/6/13 RV
Finance Director	8-6-13	8-6-13 RV
City Attorney	LL71 8-7-13	8-8-13
Mayor	AUG 8, 13	AUG 9, 13

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

Original + 2 Copies

PK# 8153 717

07/31/2013 07:43:56 enjap - L Hannan - 266-4751

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

8/16/11

10/10/11

10/10/11



City of Madison

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

Master

File Number: 30718

File ID: 30718	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 06/25/2013
File Name: Awarding Public Works Contract No. 7117, Badger Rock Path.		Final Action: 07/16/2013

Title: Awarding Public Works Contract No. 7117, Badger Rock Path.

Notes: LeAnne H.

CC Agenda Date: 07/16/2013

Agenda Number: 45.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 07/22/2013

Attachments: Contract 7117.pdf

Enactment Number: RES-13-00571

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	07/09/2013	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/25/2013	Refer	BOARD OF PUBLIC WORKS	07/03/2013	07/03/2013	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 7/3/2013						
	Notes:						
1	BOARD OF PUBLIC WORKS	07/03/2013	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass

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

Notes:

1	COMMON COUNCIL	07/16/2013	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
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Action Text: A motion was made by Schmidt, seconded by Resnick, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 30718

Fiscal Note

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

Title

Awarding Public Works Contract No. 7117, Badger Rock Path.

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. 7117) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7117
BADGER ROCK PATH

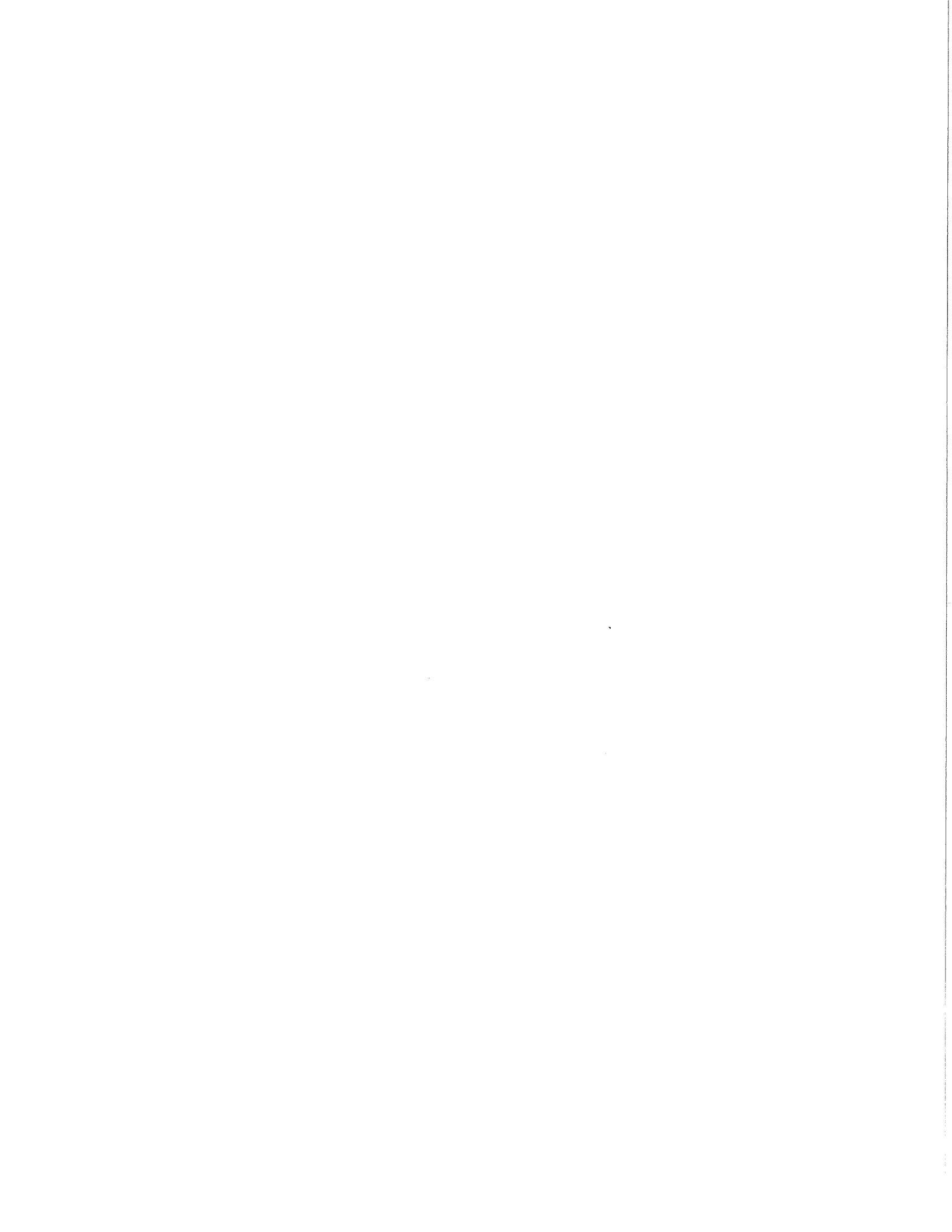
HOMBURG CONTRACTORS INC.

\$62,290.00

Acct. No. CE57-58240-810657-00-53W1579	\$55,000.00
Contingency 8%±	4,400.00
Plan & Prep 15%±	<u>8,250.00</u>
Sub-Total	\$67,650.00

Acct. No. CS53-58240-810375-00-53W1579	\$7,290.00
Contingency 8%±	582.00
Plan & Prep 15%±	<u>1,098.00</u>
Sub-Total	\$8,970.00

GRAND TOTAL	<u>\$76,620.00</u>
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**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search***

Thursday, July 25, 2013

JACOBSON, KELSEY
MADISON WI

Year of Birth: 1987
Status: Active
License Number: 2564601
NPN**: 15982589
Effective Date: 10-14-2010
Expiration Date: 09-30-2014
License Type: Resident Intermediary Indv
CE Compliance: 09-30-2014

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	10-14-2010	Active
Property	Resident	10-14-2010	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	10-28-2010		
	PROP/Active	10-28-2010		
ALLIED Property and Casualty Insurance Company	CAS/Inactive	10-29-2010	11-12-2012	Canceled
	PROP/Inactive	10-29-2010	11-12-2012	Canceled
AMCO Insurance Company	CAS/Inactive	10-29-2010	11-12-2012	Canceled
	PROP/Inactive	10-29-2010	11-12-2012	Canceled
American Guarantee and Liability Insurance Company	CAS/Active	11-16-2010		
	PROP/Active	11-16-2010		
American Zurich Insurance Company	CAS/Active	11-16-2010		
	PROP/Active	11-16-2010		
Capitol Indemnity Corporation	CAS/Active	10-27-2010		
	PROP/Active	10-27-2010		
Chubb Indemnity Insurance Company	CAS/Active	11-16-2010		
	PROP/Active	11-16-2010		
Chubb National Insurance Company	CAS/Active	11-16-2010		
	PROP/Active	11-16-2010		
Cincinnati Casualty Company, The	CAS/Active	11-10-2010		
	PROP/Active	11-10-2010		

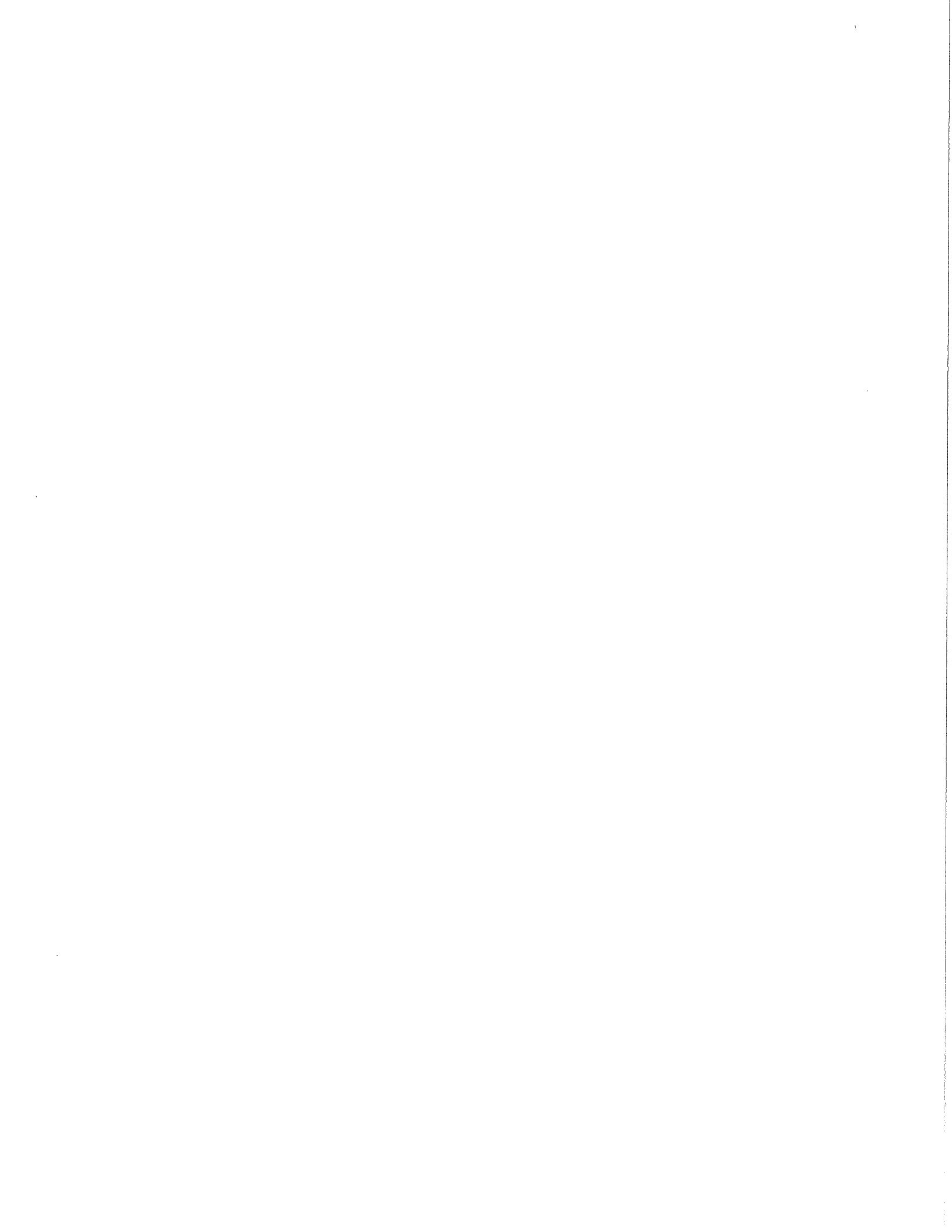
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and

the second part of the document

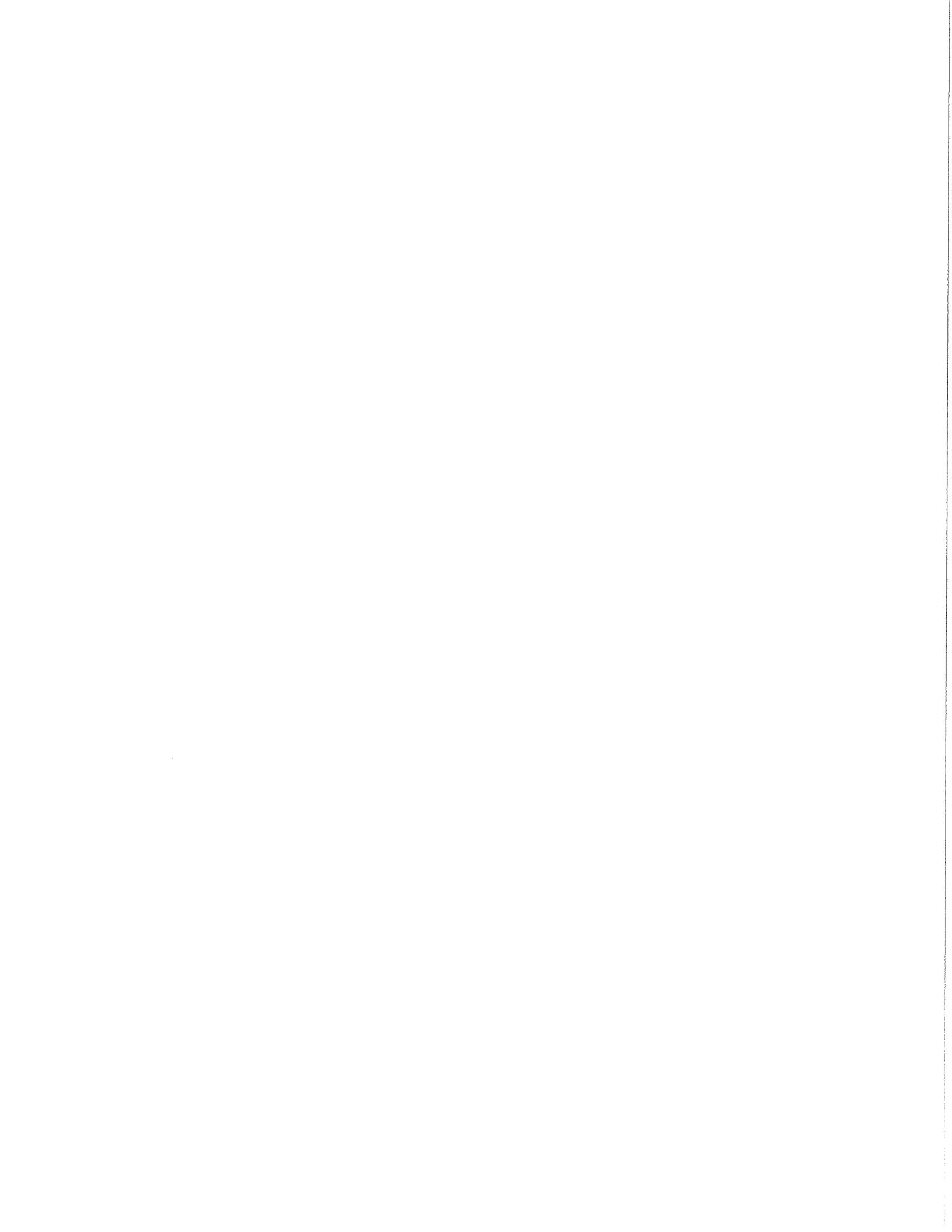
Cincinnati Indemnity Company, The	CAS/Active	11-10-2010			
	PROP/Active	11-10-2010			
Cincinnati Insurance Company, The	CAS/Active	11-10-2010			
	PROP/Active	11-10-2010			
Colonial American Casualty and Surety Company	CAS/Active	11-16-2010			
	PROP/Active	11-16-2010			
Depositors Insurance Company	CAS/Inactive	10-29-2010	11-12-2012		Canceled
	PROP/Inactive	10-29-2010	11-12-2012		Canceled
Donegal Mutual Insurance Company	CAS/Active	11-12-2012			
	PROP/Active	11-12-2012			
Executive Risk Indemnity Inc.	CAS/Active	11-16-2010			
	PROP/Active	11-16-2010			
Federal Insurance Company	CAS/Active	11-16-2010			
	PROP/Active	11-16-2010			
Fidelity and Deposit Company of Maryland	CAS/Active	11-16-2010			
	PROP/Active	11-16-2010			
General Casualty Company of Wisconsin	CAS/Active	11-05-2010			
	PROP/Active	11-05-2010			
Great Northern Insurance Company	CAS/Active	11-16-2010			
	PROP/Active	11-16-2010			
Guarantee Company of North America USA, The	CAS/Active	06-13-2011			
Merchants Bonding Company (Mutual)	CAS/Active	10-20-2010			
Merchants National Bonding, Inc.	CAS/Active	02-06-2013			
Nationwide Affinity Insurance Company of America	CAS/Inactive	10-29-2010	11-12-2012		Canceled
	PROP/Inactive	10-29-2010	11-12-2012		Canceled
Nationwide Mutual Insurance Company	CAS/Inactive	10-29-2010	11-12-2012		Canceled
	PROP/Inactive	10-29-2010	11-12-2012		Canceled
Old Republic Insurance Company	CAS/Active	10-21-2010			
Old Republic Surety Company	CAS/Active	10-21-2010			
Pacific Indemnity	CAS/Active	11-16-2010			



Company	PROP/Active	11-16-2010
Platte River Insurance Company	CAS/Active PROP/Active	10-27-2010 10-27-2010
Regent Insurance Company	CAS/Active PROP/Active	11-05-2010 11-05-2010
Sheboygan Falls Insurance Company	CAS/Active PROP/Active	11-12-2012 11-12-2012
SOCIETY INSURANCE, a mutual company	CAS/Active PROP/Active	11-17-2010 11-17-2010
Travelers Casualty and Surety Company of America	CAS/Active PROP/Active	11-04-2010 11-04-2010
United Fire & Casualty Company	CAS/Active PROP/Active	09-19-2012 09-19-2012
Vigilant Insurance Company	CAS/Active PROP/Active	11-16-2010 11-16-2010
West Bend Mutual Insurance Company	CAS/Active PROP/Active	10-29-2010 10-29-2010
Western Surety Company	CAS/Active	11-09-2010
Zurich American Insurance Company	CAS/Active PROP/Active	11-16-2010 11-16-2010
Zurich American Insurance Company of Illinois	CAS/Active PROP/Active	11-16-2010 11-16-2010

* 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.



\$62,290.00
FILE

BID OF HOMBURG CONTRACTORS, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BADGER ROCK PATH

CONTRACT NO. 7117

IN

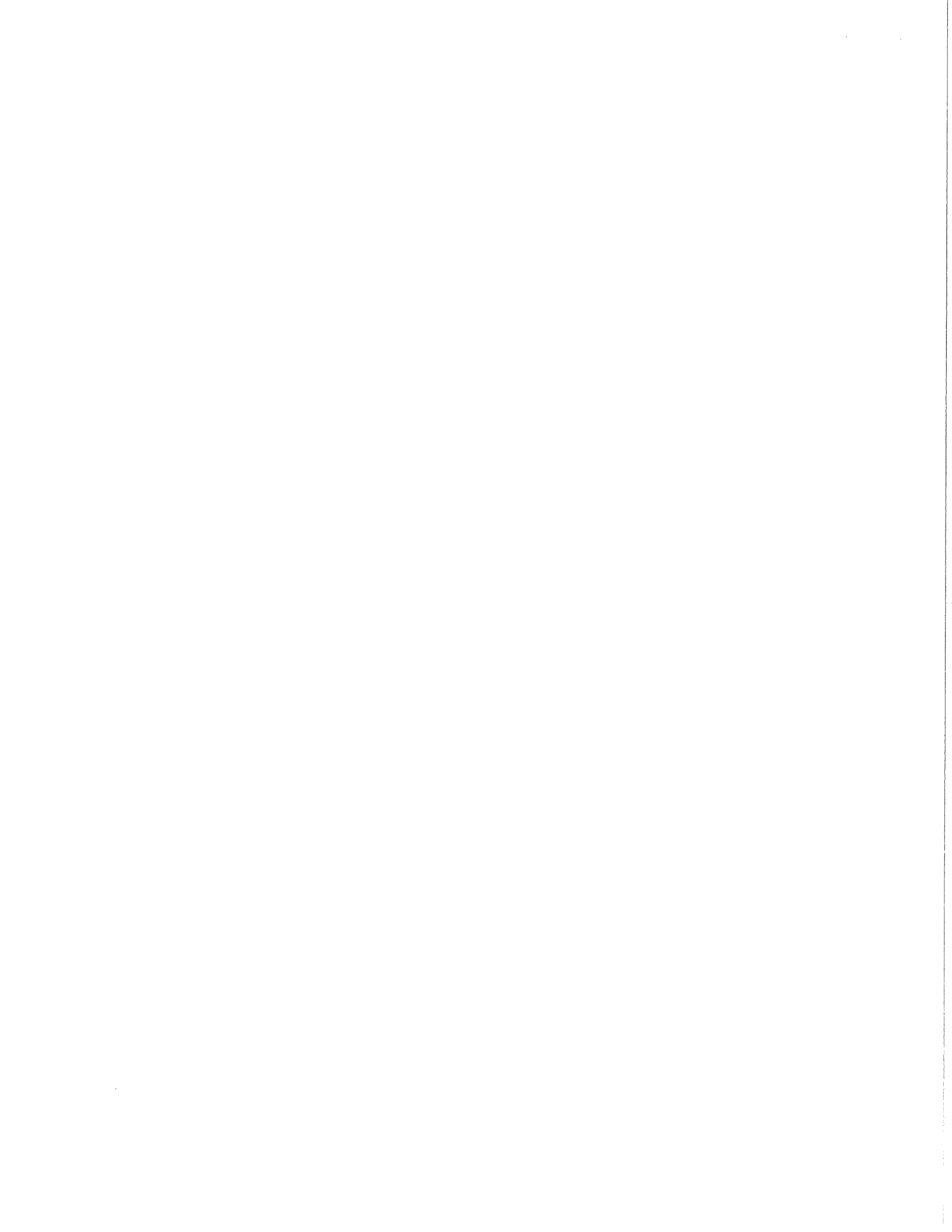
MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 16, 2013

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

<https://bidexpress.com/login>



BADGER ROCK PATH
CONTRACT NO. 7117

INDEX

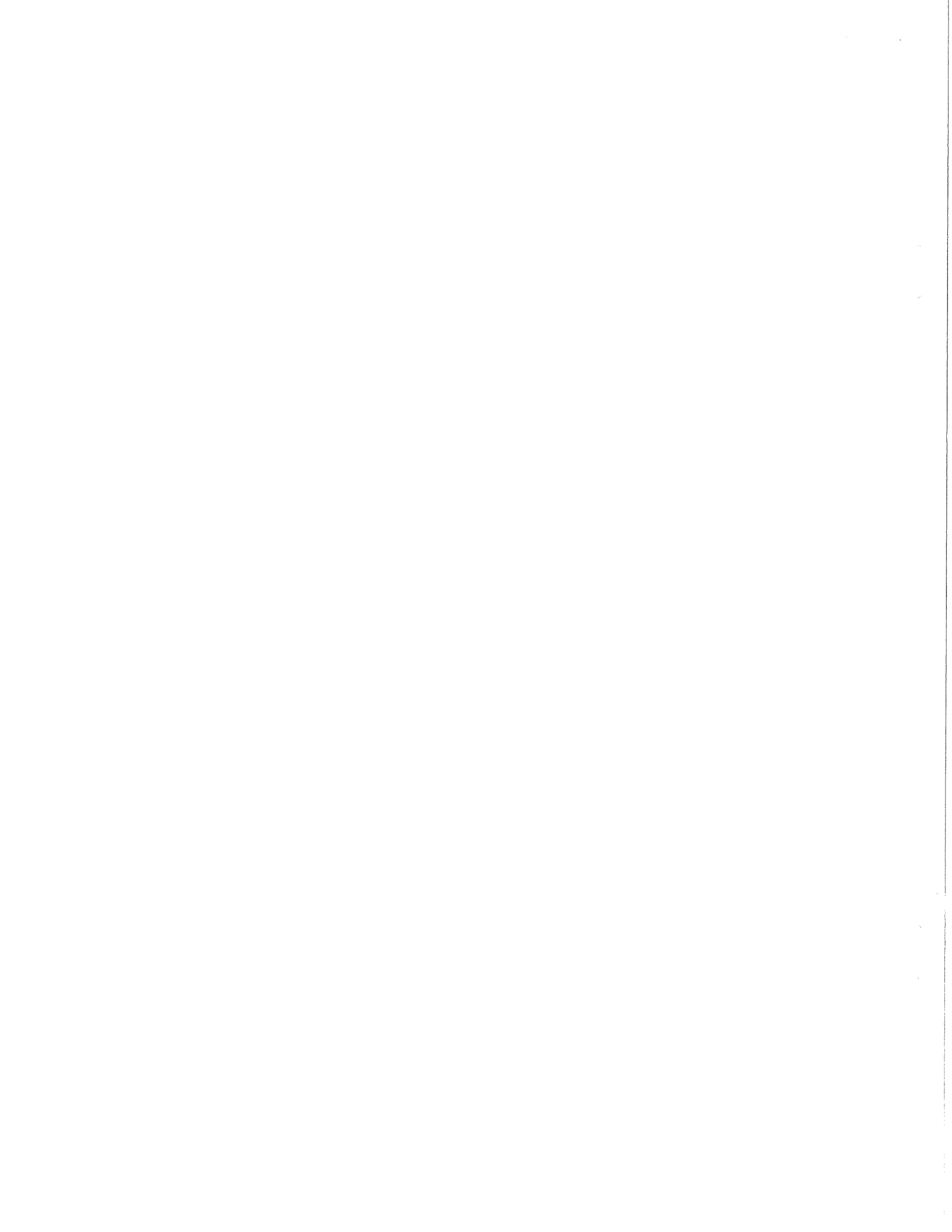
SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1
SECTION B: PROPOSAL SECTION.....B-1
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SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING.....F-1
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SECTION I: PAYMENT AND PERFORMANCE BOND I-1
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This Proposal, and Agreement have
been prepared by:

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



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



SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	BADGER ROCK PATH
CONTRACT NO.:	7117
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JUNE 14, 2013
BID SUBMISSION (1:00 P.M.)	JUNE 21, 2013
BID OPEN (1:30 P.M.)	JUNE 21, 2013
PUBLISHED IN WSJ	6/7/13 & 6/14/13

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

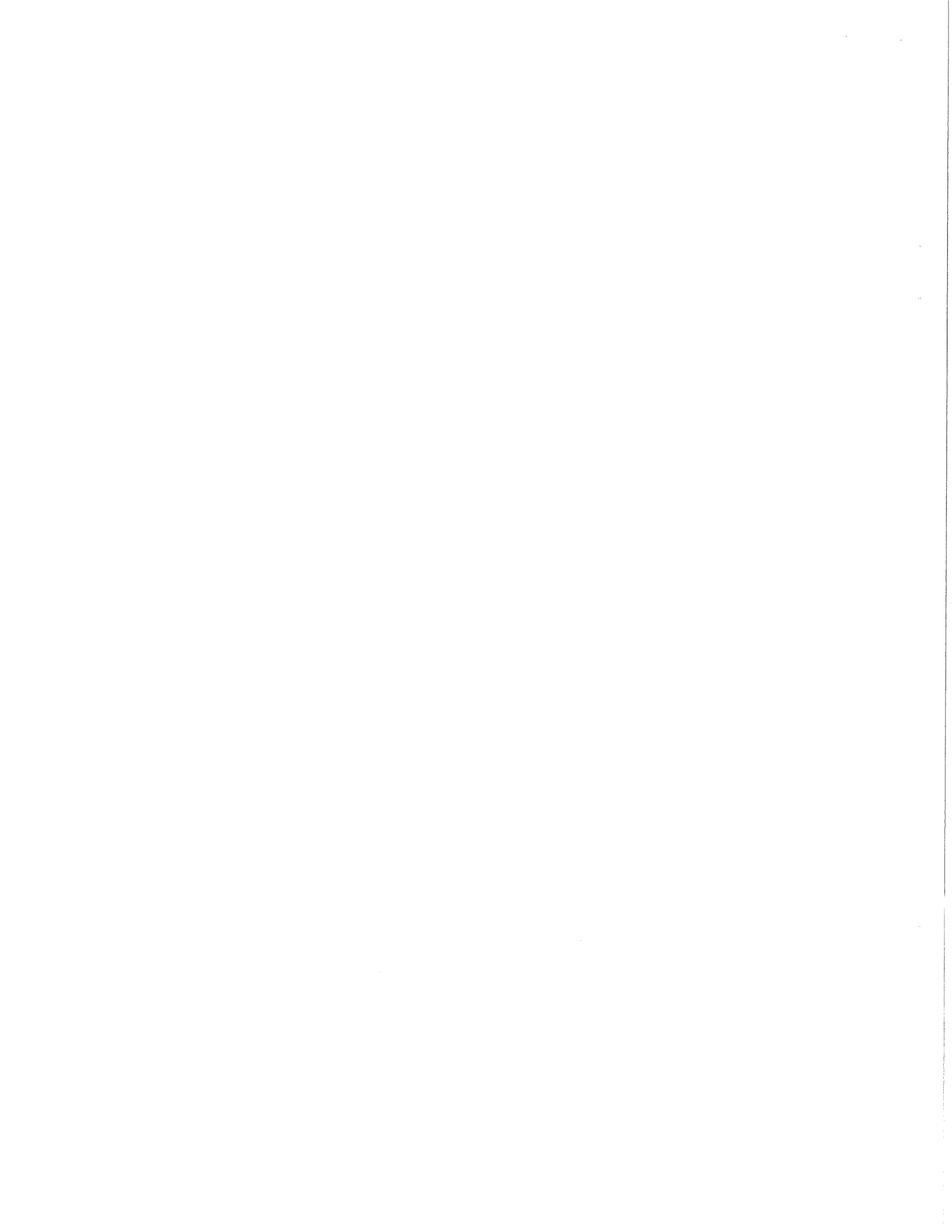
Building Construction

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

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

State of Wisconsin Certifications

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



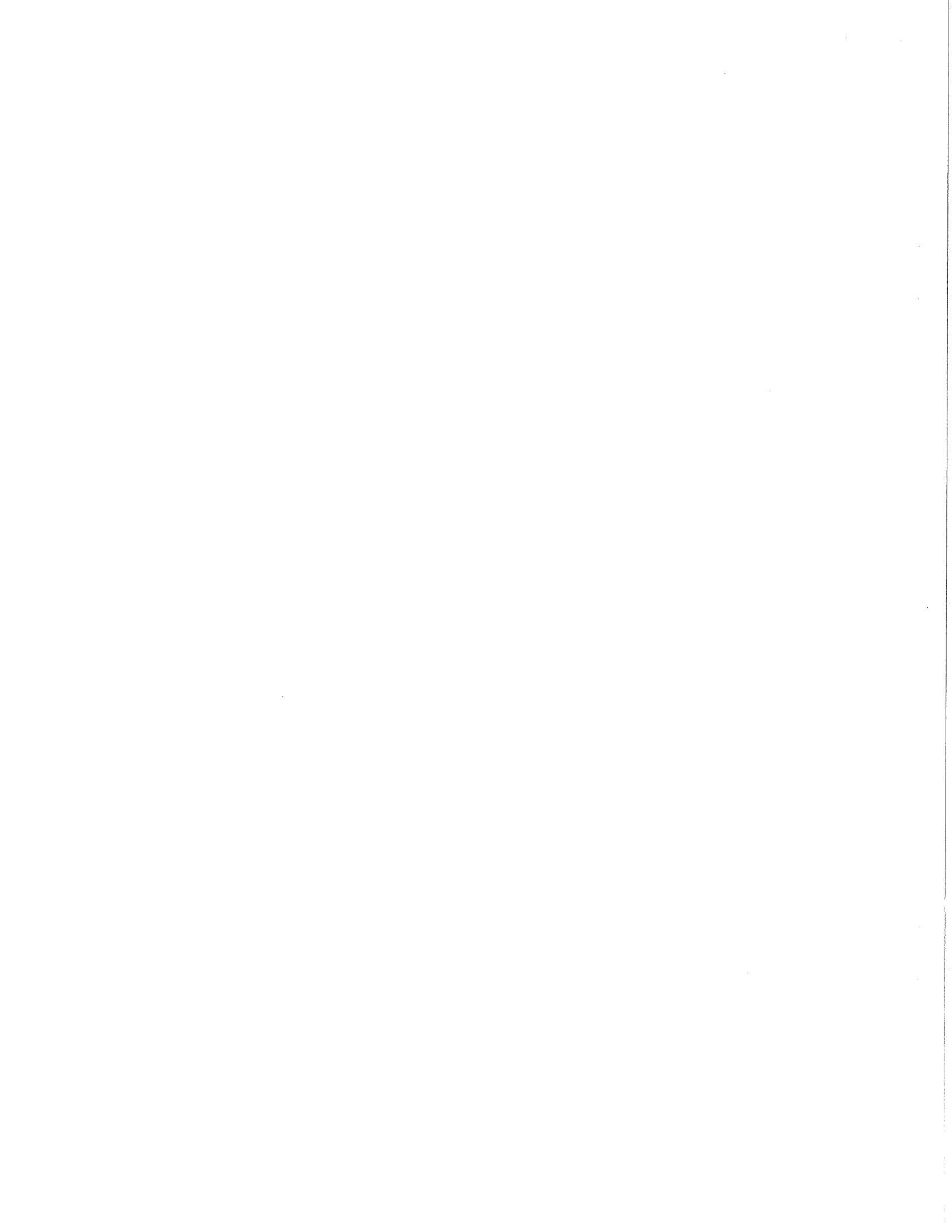
SECTION B: PROPOSAL

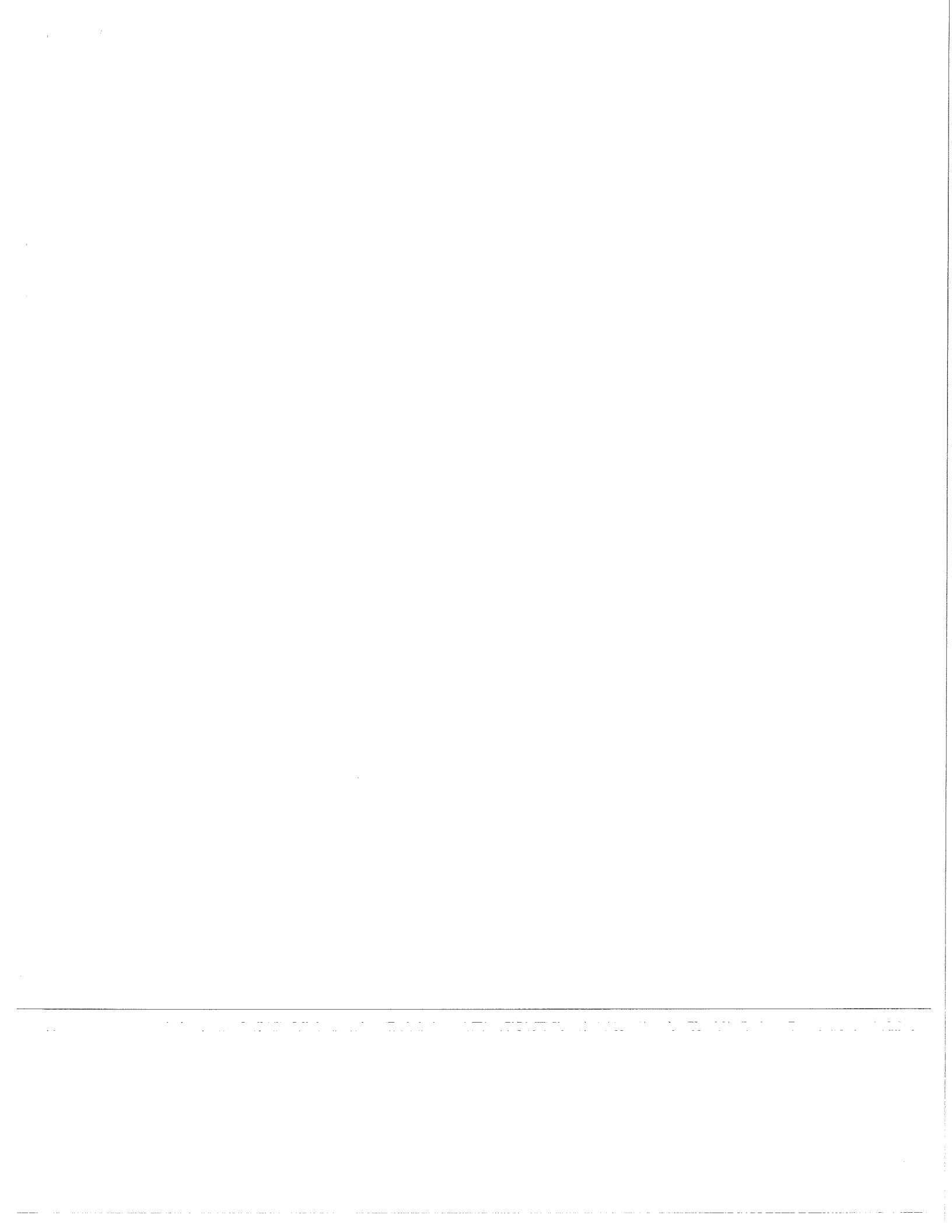
Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

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

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

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





SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

BADGER ROCK PATH CONTRACT NO. 7117

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. Records shall include employee demographics or contractor can submit a one-time report of all employee demographics that can be matched up with weekly payrolls. Reports shall only include last four social security digits. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

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

resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but shall not be limited to, the construction of a ten (10) foot wide asphalt bike path from Moorland Road to the south property line of the Badger Rock Middle School at 501 E. Badger Road. The construction of bike ramp curb cuts will require the removal and replacement of concrete sidewalk and concrete curb and gutter. If the pavement, on Moorland Road or Burdette Court, is damaged or saw cut during the replacement of the curb and gutter, the pavement shall be milled and overlaid as shown on the plan.

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 107.4(I): INSURANCE FOR THE CONSTRUCTION OF BUILDINGS

The City will effect and maintain, Builder's Risk Insurance on a replacement cost basis in an amount equal to the estimated project cost. Coverage includes the building as well as materials stored on the site to be incorporated in the building, including form work in place, form lumber on site, temporary structures, equipment and supplies incidental to the construction of the building. The City's Builders Risk coverage is written on a per building basis and contains a \$25,000 per occurrence deductible. If a loss under the City's Builders Risk policy is caused by the negligence of the Contractor or its Subcontractor(s), the Contractor will be responsible for paying the City's \$25,000 deductible. The City Engineer has the authority to withhold such deductible from payments due to Contractor. In addition, City Engineer, in his/her sole authority, will determine whether the Contractor was negligent in causing the loss and therefore is responsible for the City's deductible.

The insured loss, if any, is to be adjusted with and payable to the City.

ARTICLE 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall minimize the disruption within Badger Park and shall keep the Badger Rock Middle School apprised of their construction operations and construction schedule. The school utilizes the park for the physical education activities.

ARTICLE 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer (marked to the attention of the contact person listed below), at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall be responsible for coordinating and enforcing the traffic control requirements of this section of the Special Provisions and the Traffic Control Plan for the duration of this project. The Contractor shall submit all questions concerning either their work or the work of their sub-contractor(s), which are related to traffic control, to the project traffic engineer (listed below) not less than five (5) working days prior to the pre-construction meeting. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures. All said lights shall be functional and operating from sundown to sunrise for the duration of the project.

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16- Standard Detail Drawings) and the City of Madison Standards for Bikeway and Sidewalk closures as shown in the City of Madison Standard Specifications for Public Works Construction, Part VIII Standard Detail Drawings, Detail Drawings Nos. 6.30 and 6.38.

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

Moorland Road shall have two lanes of traffic, one in each direction, maintained from 7:00 AM to 8:30 AM and from 4:00 PM to 5:30 PM week-days. Two-way traffic shall be maintained on Moorland Road and Burdette Court at all other times.

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

ADA compliant access shall be maintained, on all sidewalks and all intersection crossings, at all times.

Local and emergency vehicle access shall be maintained to all properties, at all times.

The Contractor shall notify the Dane County 911 center of any change in access and/or route for emergency vehicles to any property, including any access and/or route changes at the beginning of the project, at least five (5) working days in advance of any change and provide a map showing the proposed new access route. The City Traffic Engineer shall be provided similar notice of any change in access and/or route, in writing, no less than five (5) working days prior to any changes in access, to allow time to issue a press release to notify the public.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00a.m. to 4:00 p.m., Monday through Friday (except holidays), a minimum of 48 hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 108.2 PERMITS

A City of Madison Erosion Control permit has been obtained and weekly inspections shall be completed by City Staff.

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

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

ARTICLE 109.2 PROSECUTION OF THE WORK

The Contractor shall begin operations on or before August 12, 2013 and will have TWENTY-SEVEN (27) calendar days to complete the project. The Contractor shall notify the Engineer a minimum of two weeks prior to the anticipated start of work date.

The Contractor shall also notify the City Engineer (contact the Construction Engineer at 266-9091) a minimum of 48 hours prior to the desired start date. The Engineer shall schedule a pre-construction meeting prior to the start of construction.

BID ITEM 20701 **TERRACE SEEDING**
BID ITEM 20705 **DETENTION BASIN SEEDING**

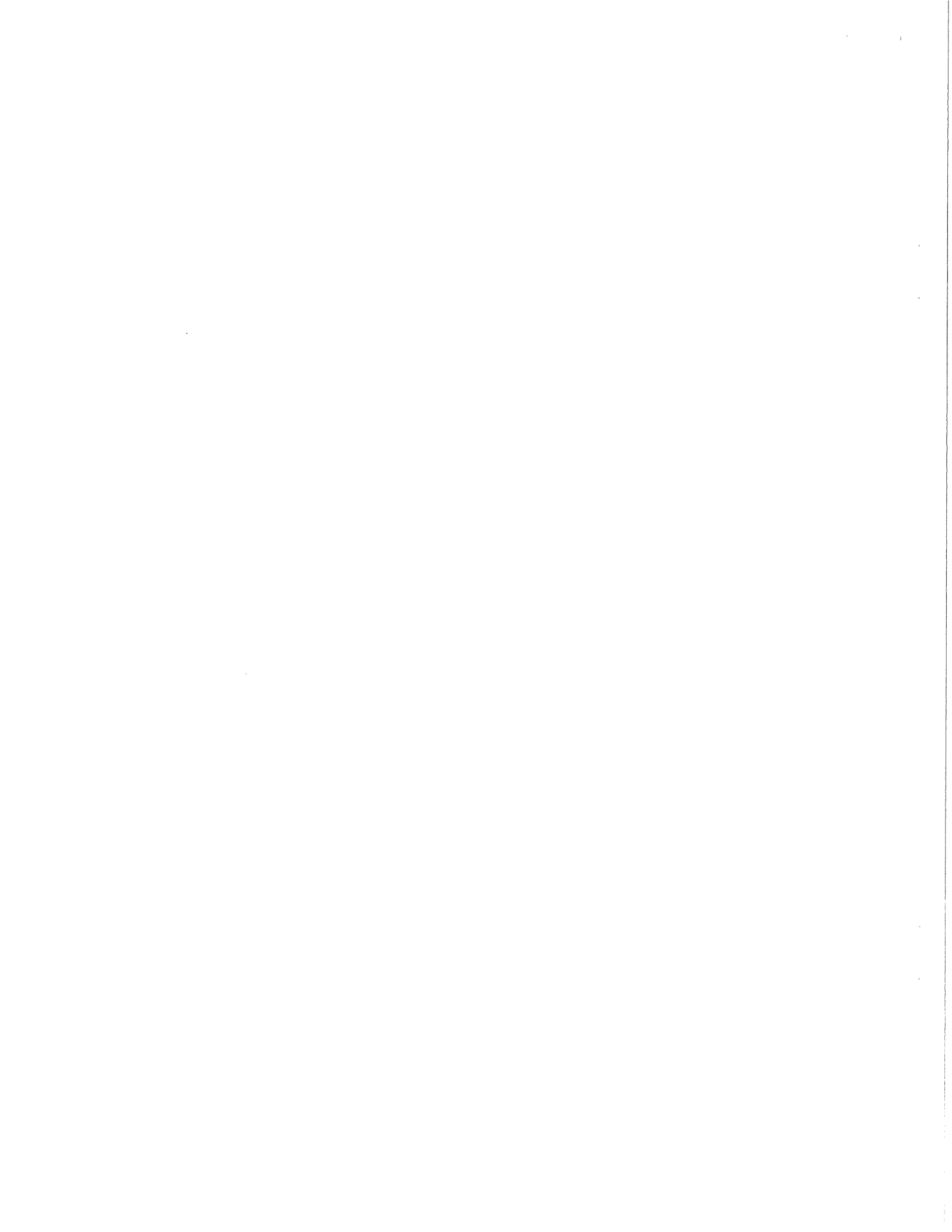
Bid Item 20701 TERRACE SEEDING shall be used within Badger Park and the street terraces. Bid Item 20705 DETENTION BASIN SEEDING shall be used within the City of Madison Storm Rimrock Road Pond properties.

BID ITEM 40201 **HMA PAVEMENT TYPE E-0.3**
BID ITEM 40202 **HMA PAVEMENT TYPE E-1**

Bid Item 40201 HMA PAVEMENT TYPE E-0.3 shall be used to pave the bike path and Bid Item 40202 HMA PAVEMENT TYPE E-1 shall be used to restore the pavement on Moorland Road and Burdette Court.

BID ITEM 90001 **8 INCH STORM SEWER PIPE**
BID ITEM 90002 **8 INCH APRON END**

All work related to Bid Item 90001 8-INCH STORM SEWER PIPE and Bid Item 90002 8-INCH APRON END shall be in accordance with Article 504 of the Standard Specifications.



SECTION E: BIDDERS ACKNOWLEDGEMENT

BADGER ROCK PATH
CONTRACT NO. 7117

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. 0 through 0 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).

⁵ I hereby certify that all statements herein are made on behalf of **HOMBURG CONTRACTORS, 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 _____; an individual trading as _____ of the City of MADISON State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

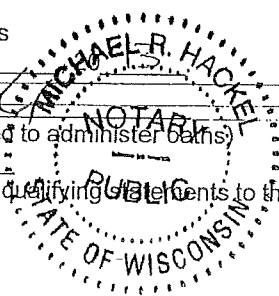
[Signature]
SIGNATURE

V.P.
TITLE, IF ANY

Sworn and subscribed to before me this 21 day of JUNE

[Signature]
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 2/15/14
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract #7117 – Homburg Contractors, Inc.

Section F: Disclosure of Ownership and BVC

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

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

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

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

Section F: Disclosure of Ownership and Best Value Contracting

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

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

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

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

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

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Name of Business

Street Address or P O Box

City

State and Zip Code

Name of Business

Street Address or P O Box

City

State and Zip Code

Best Value Contracting

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

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

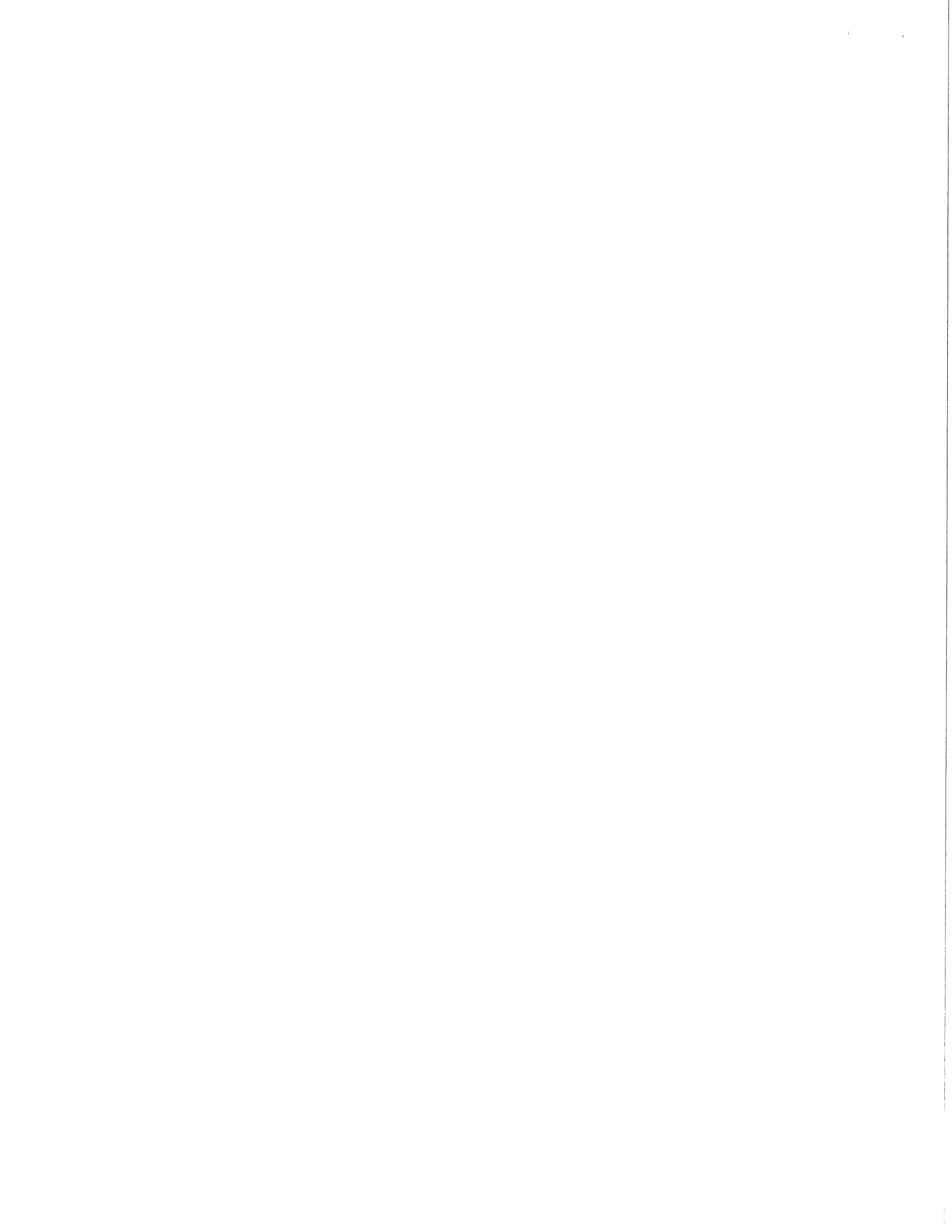
BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

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

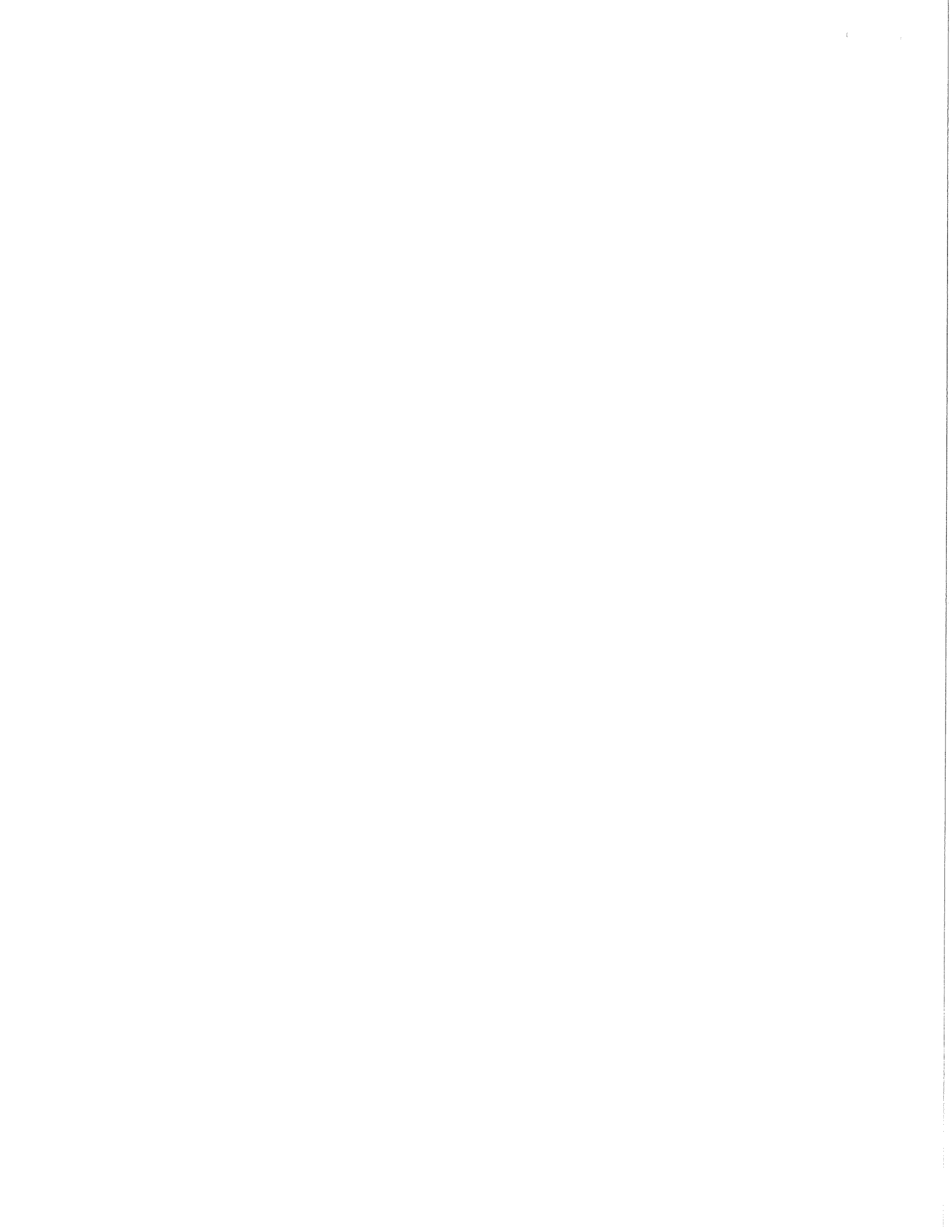


Contract #7117 – Homburg Contractors, Inc.

Item Code	Description	Quantity	Units	Unit Price	Extension
10701.0	TRAFFIC CONTROL	1.0000	LS	\$1,500.00	\$1,500.00
10911.0	MOBILIZATION	1.0000	LS	\$9,000.00	\$9,000.00
20101.0	EXCAVATION CUT	242.0000	CY	\$15.00	\$3,630.00
20162.0	EROSION MATTING, CLASS 1, URBAN TYPE B	1,325.0000	SY	\$2.40	\$3,180.00
20204.0	SELECT FILL	360.0000	TON	\$16.00	\$5,760.00
20221.0	TOPSOIL	1,325.0000	SY	\$1.50	\$1,987.50
20401.0	CLEARING	16.0000	ID	\$30.00	\$480.00
20403.0	GRUBBING	16.0000	ID	\$30.00	\$480.00
20701.0	TERRACE SEEDING	100.0000	SU	\$4.00	\$400.00
20705.0	DETENTION BASIN SEEDING	1,225.0000	SY	\$2.50	\$3,062.50
21021.0	SILT FENCE-COMPLETE (UNDISTRIBUTED)	650.0000	LF	\$2.00	\$1,300.00
21046.0	INLET PROTECTION, TYPE D MODIFIED-PROVIDE & INSTALL	6.0000	EACH	\$120.00	\$720.00
21047.0	INLET PROTECTION, TYPE D MODIFIED-MAINTAIN	6.0000	EACH	\$20.00	\$120.00
21048.0	INLET PROTECTION, TYPE D MODIFIED-REMOVE	6.0000	EACH	\$40.00	\$240.00
30302.0	7 INCH CONCRETE SIDEWALK & DRIVE	325.0000	SF	\$6.00	\$1,950.00
30340.0	CURB RAMP DETECTABLE WARNING FIELDS	40.0000	SF	\$35.00	\$1,400.00
30501.0	REMOVE & REPLACE SIDEWALK- SIDEWALK PROGRAM	200.0000	SF	\$8.00	\$1,600.00
30505.0	REMOVE & REPLACE CONCRETE CURB & GUTTER-SIDEWALK PROGRAM	60.0000	LF	\$40.00	\$2,400.00
40102.0	CRUSHED AGGREGATE BASE COURSE, GRADATION NO.2	365.0000	TON	\$18.00	\$6,570.00
40201.0	HMA PAVEMENT TYPE E-0.3	130.0000	TON	\$83.00	\$10,790.00
40202.0	HMA PAVEMENT TYPE E-1	27.0000	TON	\$100.00	\$2,700.00
40301.0	FULL WIDTH GRINDING	222.0000	SY	\$10.00	\$2,220.00
90001.0	8 INCH STORM SEWER PIPE	22.0000	LF	\$25.00	\$550.00
90002.0	8 INCH APRON END	2.0000	EACH	\$125.00	\$250.00

24 Items

Total: \$62,290.00





Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

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

Principal Engineers
Michael R. Dalley, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.
Operations Manager
Kathleen M. Cryan
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

Homburg Contractors, Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity & Deposit Company of Maryland

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

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

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

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

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

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

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

PRINCIPAL

Homburg Contractors, Inc. 12/13/11
COMPANY NAME AFFIX SEAL DATE

By: [Signature] V.P.
SIGNATURE AND TITLE

SURETY

Fidelity & Deposit Company of Maryland 12/13/11
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
Kelsey Jacobson, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2564601 for the year 2011, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

12/13/11
DATE

[Signature]
AGENT Kelsey Jacobson, Hausmann-Johnson Insurance

700 Regent St.
ADDRESS

Madison, WI 53715
CITY, STATE AND ZIP CODE

(608) 257-3795
TELEPHONE NUMBER

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Judith A. WALKER, Sheila M. DICKEY, Steven L. SQUIRES, Jeffrey P. HAUSMANN, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Kelsey JACOBSON**, all of Madison, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Judith A. WALKER, Sheila M. DICKEY, Steven L. SQUIRES, Jeffrey P. HAUSMANN, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER, dated March 26, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of October, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 20th day of October, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do, by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

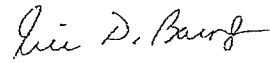
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 13 day of December, 2011.



Assistant Secretary

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) February 1st, 2012 - January 31st, 2014
NAME OF SURETY Fidelity & Deposit Company of Maryland
NAME OF CONTRACTOR Homburg Contractors, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

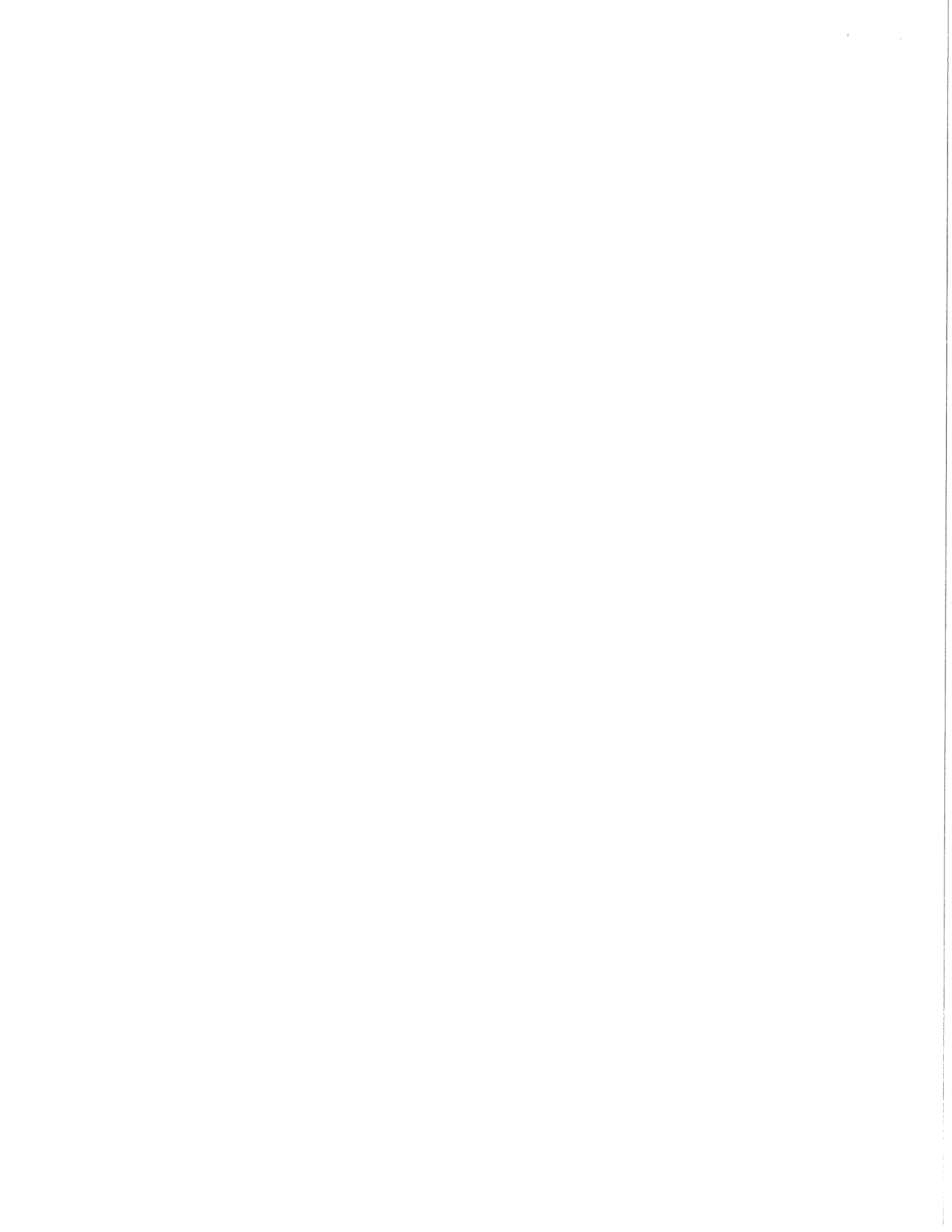
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12/14/11
DATE



SECTION H: AGREEMENT

THIS AGREEMENT made this 18 day of JULY in the year Two Thousand and Thirteen between HOMBURG CONTRACTORS, 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 JULY 16, 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:

BADGER ROCK PATH CONTRACT NO. 7117

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 SIXTY-TWO THOUSAND TWO HUNDRED NINETY (\$62,290.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement Article I

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

employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

BADGER ROCK PATH
CONTRACT NO. 7117

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:

HOMBURG CONTRACTOR'S, INC.

Company Name

M. R. Hill 7/18/13
Witness Date
M. R. Hill 7/18/13
Witness Date

Louis A. Andrews 7/18/13
President Date
[Signature] 7/18/13
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

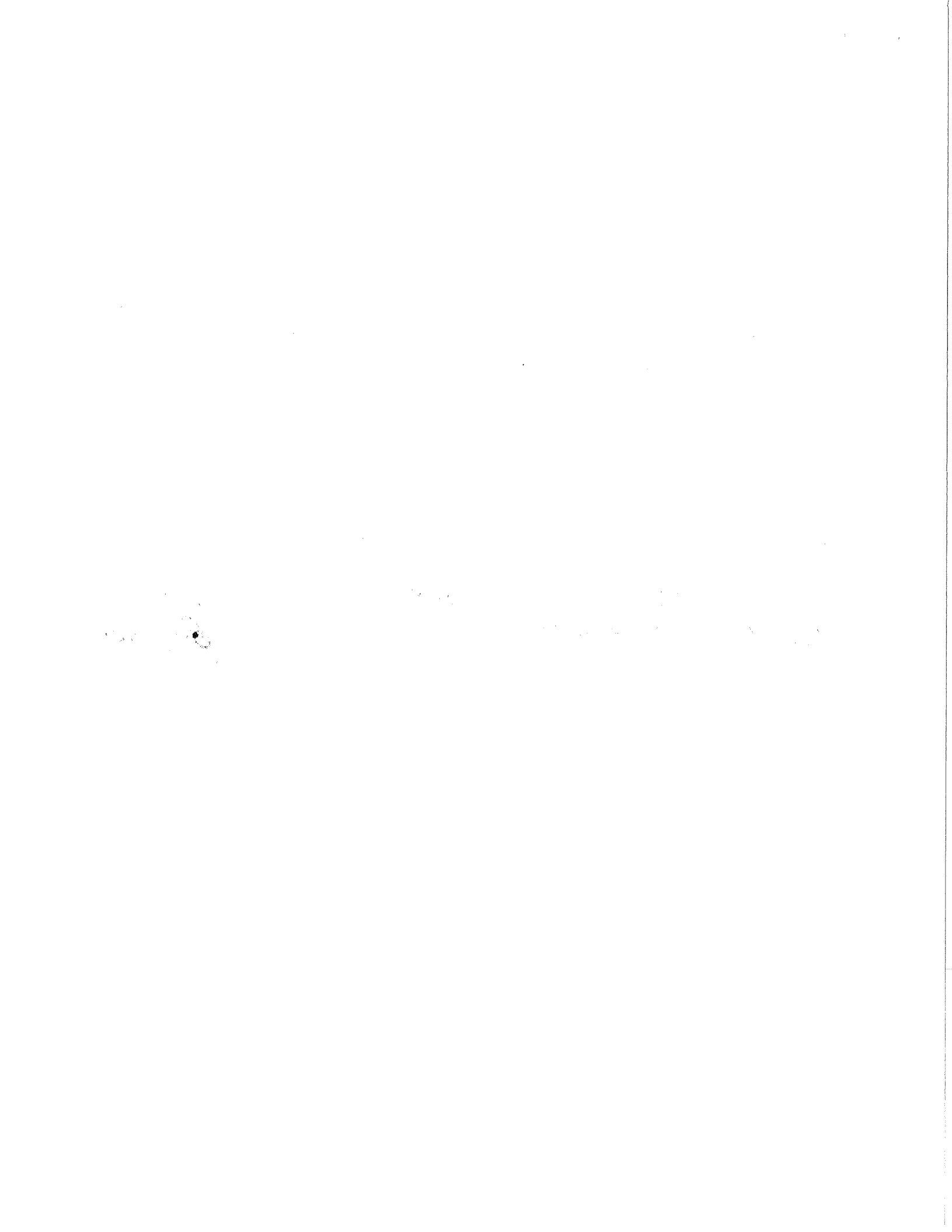
[Signature]
City Attorney

Signed this 9th day of August, 20 13
[Signature]
Witness

[Signature] 8-9-13
Mayor Date

[Signature]
Witness

[Signature] For 7-31-13
City Clerk Date



SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HOMBURG CONTRACTOR'S, INC. as principal, and Fidelity & Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SIXTY-TWO THOUSAND TWO HUNDRED NINETY (\$62,290.00) 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.


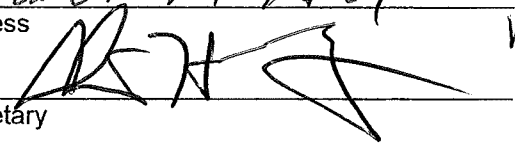
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:


**BADGER ROCK PATH
CONTRACT NO. 7117**

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.

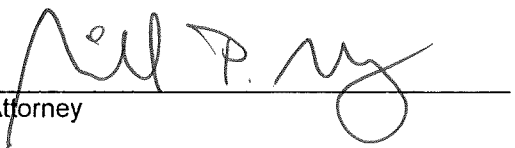
Signed and sealed this 18 day of July 2013

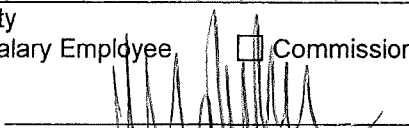
Countersigned:


Witness

Secretary

HOMBURG CONTRACTOR'S, INC.
Company Name (Principal)

President Seal


Approved as to form:


City Attorney

Fidelity & Deposit Company of Maryland
Surety Seal
 Salary Employee Commission
By 
Kelsey Jacobson, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2564601 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.

7/18/13
Date

Agent Signature 
Kelsey Jacobson, Hausmann-Johnson Insurance

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Judith A. WALKER, Sheila M. DICKEY, Steven L. SQUIRES, Jeffrey P. HAUSMANN, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Kelsey JACOBSON, all of Madison, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Judith A. WALKER, Sheila M. DICKEY, Steven L. SQUIRES, Jeffrey P. HAUSMANN, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER, dated March 26, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of October, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 20th day of October, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

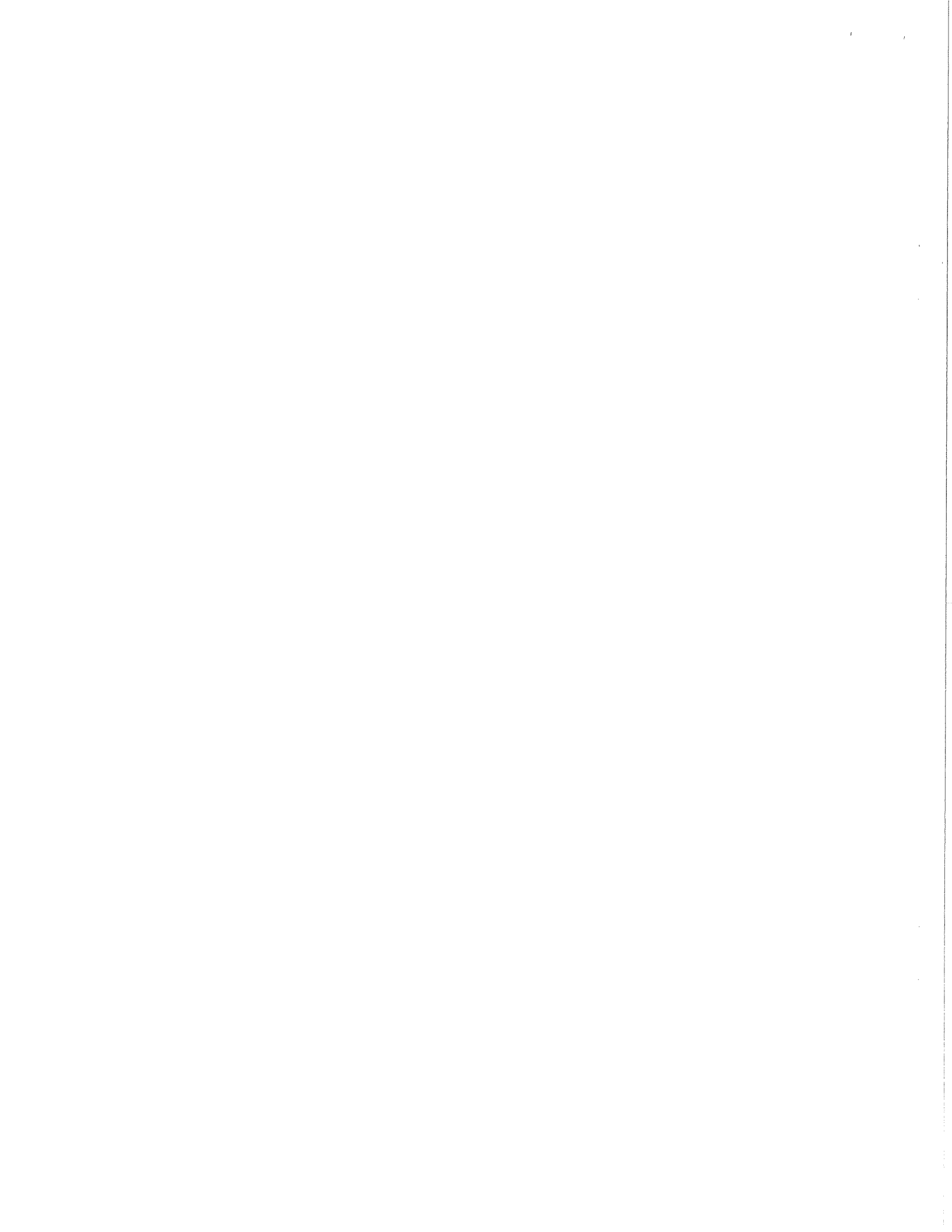
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 18 day of July, 2003.

Liu D. Baur
Assistant Secretary

SECTION J: PREVAILING WAGE RATES



PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<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 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> \$
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	32.01	16.85	48.86
121	Metal Building Erector	18.05	8.08	26.13
122	Millwright	31.76	15.36	47.12
123	Overhead Door Installer	13.50	0.00	13.50
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.66	15.31	45.97
127	Pipeline Fuser or Welder (Gas or Utility)	30.18	19.29	49.47
129	Plasterer	30.03	16.36	46.39
130	Plumber	36.17	15.37	51.54
132	Refrigeration Mechanic	42.45	16.71	59.16
133	Roofer or Waterproofing	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	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</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	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<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	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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or 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

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

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On 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	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	31.48	15.68	47.16
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

 TRUCK DRIVERS

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

 LABORERS

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.82	17.98	47.80
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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	19.50	11.10	30.60
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason	23.00	0.00	23.00
104	Cabinet Installer	16.25	3.22	19.47
105	Carpenter	30.16	1.36	31.52
106	Carpet Layer or Soft Floor Coverer	23.95	6.48	30.43
107	Cement Finisher	22.46	2.71	25.17
108	Drywall Taper or Finisher	15.50	0.00	15.50
109	Electrician	17.00	13.64	30.64
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	18.52	5.93	24.45
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	35.00	0.00	35.00
115	Insulator (Batt or Blown)	18.50	13.98	32.48
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	1.36	31.52
119	Marble Finisher	16.50	2.38	18.88
120	Marble Mason	23.00	0.00	23.00
121	Metal Building Erector	16.52	1.82	18.34
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	23.00	11.27	34.27
125	Pavement Marking Operator	28.10	15.00	43.10

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

TRUCK DRIVERS

Fringe Benefits Must Be Paid On 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	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

LABORERS

Fringe Benefits Must Be Paid On 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> \$
301	General Laborer	19.80	7.22	27.02
302	Asbestos Abatement Worker	18.00	6.24	24.24
303	Landscaper	13.15	6.51	19.66

Fringe Benefits Must Be Paid On All Hours Worked

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

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

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

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