

616852

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/02/2014

Contract between: Living Landscapes, LLC
 and Dept. or Division: Engineering Division
 Name/Phone Number:

RUSH

Project: Fire Station No. 13 - Landscaping

Contract No.: 7123
 Enactment No.: RES-14-00346
 Dollar Amount: 99,937.50

File No.: 33643
 Enactment Date: 04/30/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-5-14	5-5-2014
Director of Civil Rights	5-5-14	5/7/14 MD
Risk Manager	05-07-2014	5/8/14 RN
Finance Director	5/8/14	
City Attorney #596	5-9-2014	5-9-2014 JAL
Mayor	5-12-14	5-12-14

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

Original + 2 Copies

P8 81537123

pam 5/9/14

05/02/2014 15:36:44 enmah - Randy Wiesner, 266-4751

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



City of Madison

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

Master

File Number: 33643

File ID: 33643	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 04/02/2014
File Name: Awarding Public Works Contract No. 7123, Fire Station No. 13 - Landscaping.		Final Action: 04/29/2014
Title: Awarding Public Works Contract No. 7123, Fire Station No. 13 - Landscaping.		

Notes:

Code Sections:

CC Agenda Date: 04/29/2014

Indexes:

Agenda Number: 95.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 04/30/2014

Attachments: Contract 7123.pdf

Enactment Number: RES-14-00346

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	04/14/2014	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	04/02/2014	Refer	BOARD OF PUBLIC WORKS	04/09/2014	04/09/2014	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 4/9/2014						
	Notes:						
1	BOARD OF PUBLIC WORKS	04/09/2014	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass

Action Text: City Engineer, Rob Phillips, said Living Landscapes, LLC. was the only bidder on this contract. Madison Commerical Landscapes appears on the agenda in error. A motion was made by Branson, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.

Notes:

1	COMMON COUNCIL	04/29/2014	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 DeMarb, 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 33643

Fiscal Note

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

Title

Awarding Public Works Contract No. 7123, Fire Station No. 13 - Landscaping.

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. 7123) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
CONTRACT NO. 7123 FIRE STATION NO. 13 - LANDSCAPING		
	LIVING LANDSCAPES, LLC	\$99,937.50
Acct. No. CB72-58310-810490-00-53W1152		\$99,937.50
Contingency 8%±		<u>7,992.50</u>
GRAND TOTAL		<u>\$107,930.00</u>

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File #:	33643	Version: 1	Name:	Awarding Public Works Contract No. 7123, Fire Station No. 13 - Landscaping.
Type:	Resolution		Status:	Passed
File created:	4/2/2014		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	4/29/2014		Final action:	4/29/2014
Enactment date:	4/30/2014		Enactment #:	RES-14-00346
Title:	Awarding Public Works Contract No. 7123, Fire Station No. 13 - Landscaping.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 7123.pdf</u>			

[History \(3\)](#)[Text](#)**Fiscal Note**

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

Title

Awarding Public Works Contract No. 7123, Fire Station No. 13 - Landscaping.

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LIVING LANDSCAPES, LLC

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Acct. No. CB72-58310-810490-00-53W1152
Contingency 8%±

\$99,937.50
7,992.50

GRAND TOTAL

\$107,930.00

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

Wednesday, April 23, 2014

 PARKER, BROOKE L
BARNEVELD WI

 Year of Birth: 1980
 Status: Active
 License Number: 2512433
 NPN**: 10068217
 Effective Date: 12-17-2007
 Expiration Date: 12-31-2015
 License Type: Resident Intermediary Indv
 CE Compliance: 12-31-2015
Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	12-17-2007	Active
Casualty	Resident	12-17-2007	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	08-26-2009		
	PROP/Active	08-26-2009		
Allmerica Financial Alliance Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Allmerica Financial Benefit Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Capitol Indemnity Corporation	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		
Chubb Indemnity Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Chubb National Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Cincinnati Casualty Company, The	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		
Cincinnati Indemnity Company, The	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		
Cincinnati Insurance Company, The	CAS/Active	01-14-2008		
	PROP/Active	01-14-2008		

Citizens Insurance Company of America	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Donegal Mutual Insurance Company	CAS/Active	11-12-2012		
	PROP/Active	11-12-2012		
Executive Risk Indemnity Inc.	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Federal Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Fidelity and Deposit Company of Maryland	CAS/Active	01-24-2008		
	PROP/Active	01-24-2008		
General Casualty Company of Wisconsin	CAS/Active	07-06-2011		
	PROP/Active	07-06-2011		
Great Northern Insurance Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Guarantee Company of North America USA, The	CAS/Active	01-11-2008		
Hanover Insurance Company, The	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Massachusetts Bay Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Merchants Bonding Company (Mutual)	CAS/Active	01-22-2008		
Merchants National Bonding, Inc.	CAS/Active	02-06-2013		
Midwest Family Mutual Insurance Company	CAS/Active	08-02-2012		
	PROP/Active	08-02-2012		
Old Republic Insurance Company	CAS/Active	06-09-2011		
	CAS/Inactive	01-15-2008	01-11-2011	Vol. Surrender per Agent Rqst
Old Republic Surety Company	CAS/Active	06-09-2011		
	CAS/Inactive	01-15-2008	01-11-2011	Vol. Surrender per Agent Rqst
Pacific Indemnity Company	CAS/Active	07-31-2012		
	PROP/Active	07-31-2012		
Pioneer Specialty Insurance Company	CAS/Active	08-01-2013		
	PROP/Active	08-01-2013		

Platte River Insurance Company	CAS/Active	01-14-2008
	PROP/Active	01-14-2008
Regent Insurance Company	CAS/Active	07-06-2011
	PROP/Active	07-06-2011
Sheboygan Falls Insurance Company	CAS/Active	11-12-2012
	PROP/Active	11-12-2012
SOCIETY INSURANCE, a mutual company	CAS/Active	01-15-2010
	PROP/Active	01-15-2010
Travelers Casualty and Surety Company of America	CAS/Active	02-08-2008
	PROP/Active	02-08-2008
United Fire & Casualty Company	CAS/Active	01-22-2009
	PROP/Active	01-22-2009
United Wisconsin Insurance Company	CAS/Active	06-05-2009
Vigilant Insurance Company	CAS/Active	07-31-2012
	PROP/Active	07-31-2012
West Bend Mutual Insurance Company	CAS/Active	06-25-2008
	PROP/Active	06-25-2008
Western National Mutual Insurance Company	CAS/Active	08-01-2013
	PROP/Active	08-01-2013
Western Surety Company	CAS/Active	01-18-2008

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

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

\$99,937.50
CONTRACTOR'S OFFICE COPY

BID OF LIVING LANDSCAPES, LLC

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FIRE STATION NO. 13 LANDSCAPING

CONTRACT NO. 7123

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 29, 2014

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**FIRE STATION #13-LANDSCAPING
CONTRACT NO. 7123**

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This Proposal, and Agreement have
been prepared by:

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

A handwritten signature in black ink, appearing to read "Robert F. Phillips". The signature is stylized with large, flowing loops.

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:	FIRE STATION #13-LANDSCAPING
CONTRACT NO.:	7123
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 28, 2014
BID SUBMISSION (2:00 P.M.)	APRIL 4, 2014
BID OPEN (2:30 P.M.)	APRIL 4, 2014
PUBLISHED IN WSJ	3/14/14, 3/21/14 & 3/28/14

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.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, 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
222 ☐ Concrete Removal
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
252 ☐ Pavement Marking
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
276 ☐ Sawcutting
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
443 ☐ Playground Installer
445 ☐ Plumbing
450 ☐ Pump Repair
455 ☐ Pump Systems
460 ☐ Roofing and Moisture Protection
464 ☐ Tower Crane Operator
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 ☐ State of Wisconsin Master Plumbers License.

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

FIRE STATION #13-LANDSCAPING CONTRACT NO. 7123

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

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

SECTION 102.10: PREVAILING WAGE

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 102.4 PROPOSALS

This contract shall consist of a BASE BID and one (1) ALTERNATE BID ITEM (Bid Item 90008). The Contractor shall comply with the following instructions when filling out the proposal form:

1. The Contractor must completely fill in the unit price and total price for each item in the Base Bid and provide a Base Bid Total at the bottom of the form.
2. The Contractor must completely fill in the TOTAL Bid value after the ALTERNATE BID Item 1 using the formulas provided on the alternate Bid Item 1 Form.

The contract shall be awarded to the lowest bidding contractor in the following manner:

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the base bid plus the alternate bid item until the sub total exceeds the predetermined Construction Budget Dollar Value.

The City shall have the right to proceed or not proceed with any alternate regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

The Contractor shall include in his/her bid item prices all materials, equipment, labor and incidentals required to complete the initial installation of the landscaping plans and planting schedule, and to perform the required maintenance for each Bid Item (growing season) as appropriate. The bid item prices shall

also include all drought watering, maintenance visits, and other follow up work associated with the execution of the first and second growing seasons and guarantee period.

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall execute signing of the contract completely and return it to City Engineering no later than close of business on **April 29, 2014**. No exceptions or extensions to the above date will be permitted.

ARTICLE 104 SCOPE OF WORK

This contract is for the installation and maintenance of landscaping and related materials as indicated in the contract plans and specification.

All work shall be as designated in the Landscaping plan set. The Civil plan set has been provided for bidding contractors to reference work being done in advance of this Landscaping Contract by the Building Construction Contract.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and services associated with the initial installation, first growing season establishment, maintenance, and guarantee periods; second growing season maintenance; and third growing season maintenance (alternate bid item).. The Contractor shall be responsible for all costs of any associated permits, utility locates, and any other costs whatsoever which may be required for the execution of this contract.

The Contractor shall be responsible for reviewing the site prior to bidding to be familiar with general conditions, access, etc. This site is an active building construction site. The Contractor shall be aware of the current status at the time of bidding, and the level of completion to be attained by the general contractor prior to handing the site off to the landscaping contractor.

SECTION 104.1 LANDS FOR WORK

All lands for work shall be located at 6350 Town Center Drive, also known as the Madison fire Department, Fire Station 13.

1. All work shall be in the areas designated in the plan set.
2. The Contractor shall only perform the work in the greenway to the east as required by the plans. The Contractor shall be responsible for repairing any disturbance to existing conditions at his/her own expense.
3. The City of Madison has a temporary grading easement (see attachments at the end of the Special Provisions) with the property owner to the north and west. The Contractor shall only perform the work in this easement as required by the plans. The Contractor shall be responsible for repairing any disturbance beyond the easement boundary at his/her own expense.

SECTION 104.10 CLEANING UP

The Contractor shall be responsible for the daily cleanup per the City Standard Specifications as needed for the project site, public sidewalk, and roadway.

SECTION 104.11 FINAL CLEANUP

Upon final completion of the installation work the Contractor shall be responsible for doing a Final Site Cleanup including a thorough mechanical sweeping of all paved surfaces on the site, public sidewalks, and roadway. All leftover installation materials shall be removed from the site.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complimentary of each other and consist of all of the following:

- The City Standard Specification, 2014 Edition. The online PDF of this specification can be found at <http://www.cityofmadison.com/business/pw/specs.cfm>.
- The Plans and Specifications as provided with the bidding documents.
- These Special Provisions
- Any Addendums published to the bidding documents

- Any supplemental instructions, details, or specifications issued during the course of the contract. Any conflicts shall be resolved in the order of precedence (lowest=City Standard Specifications; highest=supplemental instructions) indicated above.

SECTION 105.3 AUTHORITY AND DUTIES OF THE INSPECTOR

The Contractor shall coordinate all meetings, inspections, change orders, partial pay applications and other issues related to the daily execution of this contract with the City Project Manager (CPM) for this contract.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall immediately notify the CPM. The CPM shall clarify the discrepancy through Bidding Addendum(s).

Any Contractor who identifies such a discrepancy during the construction process shall immediately notify the CPM in writing and request clarification on how to proceed.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall furnish the item, system, or workmanship, which is of the highest quality, largest, largest quantity or most closely fits the City's intent.

SECTION 105.9 SURVEYS, POINTS AND INSTRUCTIONS

The Contractor shall be responsible for staking and laying out all landscaping features (berms, fencing, turf transition lines, etc) and plantings (trees, shrubs, and perennials) according to the landscaping plans. Stakes shall identify each location of tree/shrub and the species being put in that location. The Contractor shall notify the CPM when staking is complete for a pre-installation walk through. The contractor shall not proceed with installation until directed by the CPM to proceed.

The awarded Contractor may request a digital CAD drawing from the Landscape Architect (LA) for use in laying out points. The Contractor shall provide the LA with a filled out copy of the Information Transfer Agreement provided with the Landscape Specifications at the end of these Special Provisions.

SECTION 105.12 COOPERATION BY CONTRACTOR

The Contractor shall be responsible for coordinating the following events as needed:

- Preconstruction Meeting (Contractor & any sub-contractors shall attend; CPM will coordinate this meeting; meeting held with Building General Contractor (GC) and LA.
- Preconstruction site inspections, coordination with LA, GC, and CPM. These meetings will be held as needed between contractors and CPM for site turnover.
- Pre-Installation Meetings
- Bi-weekly progress meetings during the installation of all landscaping materials
- Other related construction milestones as needed
- Monthly progress meetings and partial pay application (all contracted growing seasons)

The Contractor shall be responsible for coordinating these events with the LA, CPM and other City Staff or consultants as needed.

Per note 2.17 on sheet L200 of the plan set the Contractor shall provide a 24 month maintenance calendar for LA review/approval no later than completing plant installation. The maintenance calendar shall include all maintenance types, activities and dates for each plant species.

The contractor shall be responsible for maintaining a detailed maintenance log for all visits to the project during all growing seasons. Information in the log shall include but not be limited to date, check in/out

times, crew information, equipment used, and details of the work performed. The Contractor shall provide the maintenance log to the CPM with all partial pay application reviews associated with this contract.

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall be responsible for coordinating work with CPM, LA, and GC. Due to the significantly harsh winter it is anticipated that the GC will start his exterior work on the South and West sides of the building first as the frost comes out of the ground. Therefore work and acceptance of site conditions from the GC will be done in stages.

To prevent duplication of work and effort the Contractor shall be required to perform all work related to the installation of the dry-laid retaining walls and the dry-laid freestanding walls first. Upon completion of the retaining walls the GC will then backfill those areas with topsoil to the grades indicated. Once backfilled we will conduct a site turn-over inspection for those areas and the Contractor can proceed with planting and seeding.

The GC is responsible for the complete installation of the bio-retention basin as indicated in the civil drawing set. This contract shall be responsible for providing and installing only the planting materials (plants, plugs, seed, etc) as per the drawings and specifications.

The west and north areas will be backfilled with topsoil after the curb/gutter, and concrete flatwork is completed. Additional turnover inspections will be conducted on an as-needed basis.

SECTION 105.15 SUBSTANTIAL COMPLETION

For the purposes of this contract the term "Substantial Completion" shall be defined as that point in the contract where all contractual obligations are complete including all plant replacements under the guarantee.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be allowed to grade, excavate, store materials, or store equipment within the reasonable limits as shown in the plans and described in the temporary grading easement for the execution of this contract. The Contractor may not park equipment in the designated parking stalls on the property.

The Contractor shall be required to locate and protect any equipment associated with the geo-thermal wells and laterals whether visible from the surface or buried. The Contractor shall resolve all planting location conflicts with the geo-thermal equipment through the LA and Architect.

The Contractor shall be required to minimize usage of, and protect as needed, all newly constructed concrete flatwork (to include sidewalks and driveways), all new curbing, and other such exterior work completed under the building construction contract. Concrete flatwork shall be protected with wood sheathing of at least ½" thick at all turning points for skid steer or other motorized equipment. Curbing shall be protected with built up ramps at all mount/dismount points. Equipment with oil, fuel, or hydraulic leaks will not be allowed to park/idle on new concrete surfaces.

Any damage shall be restored/replaced by the Contractor at his/her own expense to the original pre-contract state as designated by the CPM.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received by the Contractor. Field work shall not begin any sooner than frost being fully out of the ground in Spring 2014.

The completed installation of all trees, shrubs, perennials, and seeding shall be completed no later than June 30, 2014 to provide a full growing season for the new plantings and relocations. The completed installation of all edging, mulching, and fencing shall be completed no later than July 30, 2014.

The first year growing season shall be defined as the time in 2014 when all plants have been installed (see above) until the ground is frozen in the Fall of 2014. The second year growing season shall be defined as beginning in the Spring of 2015 when the frost is fully out of the ground until the ground is again frozen in the Fall of 2015. The third year growing season (alternate bid) shall be defined as beginning in the Spring of 2016 when the frost is fully out of the ground until the ground is again frozen in the Fall of 2016.

SECTION 202.2(f) TOPSOIL

The GC shall be responsible for providing all clean topsoil required to the grades indicated in the Civil drawing sheets. The Contractor for this contract shall be responsible for any finish grading, smoothing, and soil amendments per the plans and specifications. The contractor shall also be responsible for testing of all soil conditions prior to proceeding with plantings.

Costs associated with this work shall be included in the contractors Lump Sum for Bid Items 90003, 90004, 90005, and 90006 as indicated in the Special Provisions and the proposal page.

SECTION 209.6 GUARANTEE

Per Section 32 90 00 Landscaping at the end of these special provisions, the contractor shall provide the following:

- One (1) year warranty on all trees, shrubs, and woody plants
- One (1) season warranty on all perennials and grasses

The Contractor, LA, and CPM shall perform an end of first season inspection to determine what plants if any are not in good condition. The contractor will be required to replace the noted plants no sooner than the beginning of the following growing season to provide the new plant a whole growing season for establishment.

STANDARD BID ITEMS

BID ITEMS 20901 thru 20927 – PLANTING MATERIALS

DESCRIPTION: Planting Materials shall include all labor, materials, equipment, soil testing, soil preparation, and other related work associated with planting the trees, shrubs, and perennials as listed and indicated in the plans and specifications. Planting materials shall all be healthy when delivered to the project location.

METHOD OF MEASUREMENT: Planting Materials shall be measured at the contract unit price for the quantities listed of the completed installation of all plantings as indicated in the plans, details and specifications.

BASIS OF PAYMENT: Planting Materials shall be paid at the contract unit price for the quantities listed. Partial Payment requests shall be reviewed and authorized by the CPM.

NON STANDARD BID ITEMS

BID ITEM 90001 – SILT FENCE

DESCRIPTION: The Contractor shall do a pre-construction inspection of all existing silt fence and erosion control methods with the General Contractor and the CPM. The GC shall make any repairs or modifications as needed prior to the Contractor taking over the responsibilities of maintaining the erosion control permit.

Erosion Control Reporting to the City of Madison is required for this project. The Contractor will be required to maintain all ECP measures, provide weekly reports and rain-event reports as needed until the ECP measures can be properly removed after installation of plantings and soil cover have met City of Madison Standards. The Contractor shall coordinate with the East Side Erosion Control Permit Inspector for taking over the responsibilities of the open permit, and closing out the permit

when complete. The Contractor shall also be responsible for removing all existing ECP measures, hand grading, and patch seeding as needed upon closing the ECP permit.

METHOD OF MEASUREMENT: Silt Fence shall be measured as Lump Sum for all labor materials and equipment associated with re-establishing, maintaining, and removing the existing silt fence.

BASIS OF PAYMENT: Silt Fence shall be paid at the contract unit price. Partial Payment requests shall be reviewed and authorized by the CPM.

BID ITEM 90002 – DRY-LAID RETAINING WALLS

DESCRIPTION: Dry-Laid Retaining Walls shall include all labor, materials, and equipment required to install all dry laid retaining walls and dry-laid freestanding walls per the plans, details, and specifications.

The Contractor shall be responsible for scheduling compaction tests of the sub-grade and stone base. The City of Madison has an open contract for soils testing with CGC Inc. and shall pay for one (1) site visit for sub-grade testing and one (1) site visit for base compaction testing of each dry-laid wall location. All dry-laid wall locations shall be tested on the same visit.

The Contractor will not proceed until compaction tests have been received and verified by the CPM and the CPM has provided the Contractor with written notice to proceed. The Contractor shall be responsible for paying for all additional site visits by CGC until such time as required compaction densities are met.

This bid item shall include any required maintenance during the first year after installation.

The contractor shall also schedule a pre backfill inspection of the wall with the CPM to insure that the drain tile is installed correctly and has positive drainage to daylight per the details.

METHOD OF MEASUREMENT: Dry-Laid Retaining Walls shall be measured as Lump Sum of the completed installation of all dry-laid retaining walls and dry-laid freestanding walls indicated in the plans, details and specifications.

BASIS OF PAYMENT: Dry-Laid Retaining Walls shall be paid at the contract unit price. Partial Payment requests shall be reviewed and authorized by the CPM.

BID ITEM 90003 – PLANTING BEDS

DESCRIPTION: Planting Beds shall include all labor, materials, and equipment required to:

- prepare the planting beds as per the specifications for the various plants
- provide finish grading for positive drainage after plantings have been installed
- provide weed barrier to the appropriate areas
- provide bark or stone mulch as designated in the plans and specifications
- provide aluminum edging or shovel cut edging to the appropriate areas as designated in the plans and specifications
- does not include labor, materials, and equipment associated with providing and installing plants

Positive drainage and weed barriers shall be verified by the CPM prior to installing any mulching materials.

This bid item shall include all required maintenance for the remainder of the first growing season after installation.

METHOD OF MEASUREMENT: Planting Beds shall be measured as Lump Sum of the completed installation of all planting bed locations and types indicated in the plans, details and specifications.

BASIS OF PAYMENT: Planting Beds shall be paid at the contract unit price. Partial Payment requests shall be reviewed and authorized by the CPM.

BID ITEM 90004 – LOW MOW GRASS SEEDING

DESCRIPTION: Low Mow Grass Seeding shall include all labor, materials, and equipment required to finish grade, prepare the soil, and install all low mow seeding per the specifications in the areas designated on the landscaping plans.

The Contractor shall be responsible under this bid item to provide all required waterings through the manufacturers recommended germination period.

This bid item shall include all required maintenance for the remainder of the first growing season after installation.

METHOD OF MEASUREMENT: Low Mow Grass Seeding shall be measured as Lump Sum of the completed installation of all low mow seeding areas indicated in the plans, details and specifications.

BASIS OF PAYMENT: Low Mow Grass Seeding shall be paid at the contract unit price. Partial Payment requests shall be reviewed and authorized by the CPM.

BID ITEM 90005 – WET MIX GRASS SEEDING

DESCRIPTION: Wet Mix Grass Seeding shall include all labor, materials, and equipment required to finish grade, prepare the soil, and install all wet mix seeding per the specifications in the areas designated on the landscaping plans.

This bid item shall not include the area designated for this grass type around the bio-filtration basin.

The Contractor shall be responsible under this bid item to provide all required waterings through the manufacturers recommended germination period.

This bid item shall include all required maintenance for the remainder of the first growing season after installation.

METHOD OF MEASUREMENT: Wet Mix Grass Seeding shall be measured as Lump Sum of the completed installation of all wet mix seeding areas indicated in the plans, details and specifications.

BASIS OF PAYMENT: Wet Mix Grass Seeding shall be paid at the contract unit price. Partial Payment requests shall be reviewed and authorized by the CPM.

BID ITEM 90006 – BIO-FILTRATION BASIN PLANTINGS

DESCRIPTION: Bio-filtration Basin Plantings shall include all labor, materials, and equipment required to install all planting materials per the plans and specifications associated with the bio-filtration basin and the rain-gardens.

This Contractor shall be required to review the conditions of the bio-filtration basin as installed by the GC and their civil sub-contractor for GC contract compliance. Review shall include but not be limited to engineered soil submittals, testing, and amendments added. Deficiencies shall be brought to the attention of the LA and CPM prior to accepting the installation and installing plant materials.

This bid item shall include the area designated for wet mix grass seeding around the bio-filtration basin.

This bid item shall include all required maintenance for the remainder of the first growing season after installation.

METHOD OF MEASUREMENT: Bio-filtration Basin shall be measured as Lump Sum of the completed installation of basin soils and plantings indicated in the plans, details and specifications.

BASIS OF PAYMENT: Bio-filtration Basin shall be paid at the contract unit price. Partial Payment requests shall be reviewed and authorized by the CPM.

BID ITEM 90007 – SECOND GROWING SEASON MAINTENANCE

DESCRIPTION: Second Growing Season Maintenance shall include all labor, materials, and equipment necessary to perform all required maintenance activities including but not limited to mowing, trimming, pruning, fertilizing, watering, spring/fall clean-up, weed control, deadheading, and other care as needed.

The Contractor shall verify and update the 24 month maintenance calendar prior to beginning any second year maintenance. See Section 109.7 of these special Provisions for growing season definitions.

The contractor shall maintain a visit log of all maintenance visits. The log shall include but not be limited to the date, time in/out, number and name of crew members, mechanical equipment used (if any), work performed, location, and watering applied (if any, or indicate why not).

This bid item shall include two (2) additional waterings to relieve potential drought conditions in the months of July and August.

METHOD OF MEASUREMENT: Second Growing Season Maintenance shall be measured as Lump Sum for the maintenance activities performed in the updated maintenance calendar.

BASIS OF PAYMENT: Second Growing Season Maintenance shall be paid at the contract unit price. Partial Payment requests shall be divided into six (6) equally monthly partial payments (May through October) of the lump sum unit price. Contractor shall provide a copy of the monthly maintenance log to the CPM with each partial payment request.

BID ITEM 90008 – ALTERNATE BID ITEM 1 THIRD GROWING SEASON MAINTENANCE

DESCRIPTION: Third Growing Season Maintenance shall include all labor, materials, and equipment necessary to perform all required maintenance activities including but not limited to mowing, trimming, pruning, fertilizing, watering, spring/fall clean-up, weed control, deadheading, and other care as needed.

The Contractor shall verify and update the original 24 month maintenance calendar prior to beginning any third year maintenance. See Section 109.7 of these special Provisions for growing season definitions.

The contractor shall maintain a visit log of all maintenance visits. The log shall include but not be limited to the date, time in/out, number and name of crew members, mechanical equipment used (if any), work performed, location, and watering applied (if any, or indicate why not).

This bid item shall include two (2) additional waterings to relieve potential drought conditions in the months of July and August.

METHOD OF MEASUREMENT: Third Growing Season Maintenance shall be measured as Lump Sum for the maintenance activities performed in the updated maintenance calendar.

BASIS OF PAYMENT: Third Growing Season Maintenance shall be paid at the contract unit price. Partial Payment requests shall be divided into six (6) equally monthly partial payments (May through October) of the lump sum unit price. Contractor shall provide a copy of the monthly maintenance log to the CPM with each partial payment request.

POINTS OF CONTACT

The Project Architect for Zimmermann Architectural Studios is:

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Milwaukee, WI 53233

The Landscape Architect for Zimmermann Architectural Studios:

Tom DiSalvo
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Milwaukee, WI 53233

The Project Manager for City Engineering, Facility Management for this contract is:

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Room 115
Madison, WI 53703

The Project Manager for City Engineering, Facility Management for the building contract is:

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210 Martin Luther King Jr Blvd
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Madison, WI 53703

The East Side Erosion Control Permit Inspector for City Engineering is:

Jeff Benedict
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Email: jbenedict@cityofmadison.com
210 Martin Luther King Jr Blvd
Room 115
Madison, WI 53703

MACHINE-READABLE PROJECT INFORMATION TRANSFER AGREEMENT

Zimmerman Architectural Studios, Inc,

Agreement made as of the date of: _____ Between Zimmerman Architectural Studios, Inc. (the Architect)

And _____ (the Recipient)

For the transfer of the following Project Design Information, being delivered in machine-readable electronic format, from the Architect to the Recipient.

File Name:	Content:	Medium	File Format	File Date & Time

For the benefit of: _____ Zimmerman Project No.: _____
(Project Name)

For the purpose of: _____

1. Nature of this transfer: The delivery, by the Architect, of the above listed design information, in machine-readable electronic format, is in behalf of and for the benefit of the Owner for whom the design services have been performed and for the convenience of the Recipient. Under no circumstances shall the transfer of the Drawings, Specifications, electronic data or other instruments of service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of Merchantability or of fitness for a particular purpose. Nothing in this transfer should be construed to provide any right of the contractor or others to rely on the information provided or that the use of this electronic information implies the review and approval by the Architect of any drawing based on the information. It is the professional opinion of the Architect that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the Recipient who also is responsible for updating the information to reflect any changes in the design following the preparation date of this information.

2. Governing Documents: If there is a discrepancy between the electronic files and the hard copies of the Contract Documents, the hard copies shall govern.

3. Acceptance Period: Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the Architect, the Recipient agrees that it will perform acceptance tests or procedures within 30 days, after which the Recipient shall be deemed to have accepted the data thus transferred. The Architect will correct errors detected within the 30-day acceptance period. The Architect shall not be responsible to maintain documents stored in electronic media format after acceptance by the Recipient.

4. Authorization of use: The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect and its Consultants appropriate to and for use in the execution of their Work under the Contract Documents for the above referenced Project. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications, and other documents prepared by the Architect and its Consultants. Title and copyrights to the above referenced materials and any copies made by the Recipient remain with the Architect. Such materials are not intended or represented to be suitable for reuse by the Recipient or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Architect, as appropriate for the specific purpose intended, will be at the Recipient's sole risk and without liability or legal exposure to the Architect or to its Consultants. The Recipient shall indemnify and hold harmless the Architect and its Consultants from all claims, damages, losses, and expense, including attorneys' fees arising out of or resulting from the Recipient's use or modification of the above referenced materials.

5. Long-term Usability: The Architect makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Architect at the beginning of this Project. The Architect makes no representations as to long-term compatibility, usability, or readability of documents resulting from the failure of electronic media beyond the acceptance period.

6. Transfer fee: The Recipient agrees to pay the Architect a transfer fee of _____ as reimbursement for the Architect's expenses incurred in preparing and delivering the above referenced materials.

Agreed by:

Acceptance Date: _____

(Signature)

(Signature)

Title:

Title: _____

Zimmerman Architectural Studios, Inc.

Company: _____

Section 32 32 25 - Dry Laid Natural Stone Wall**PART 1 - GENERAL****1.01 DESCRIPTION****Work Included:**

Labor and materials required to construct dry laid natural stone wall.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for the proper performance of the work of this Section.
- B. Reference Materials:
Indiana Limestone Handbook - latest edition.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Stone: 24" min. length, 15" min. width, 10" min. thickness, weathered-edge outcropping finish. No saw-cuts required.
 - Valders Stone, 50-50 blend of Eden & Chilton
 - Approved equal.
- B. Soil Separation Fabric/Weed Barrier:
Non-woven fabric of 100 percent polypropylene staple fiber.
Fabric shall be freely permeable to moisture transmittal.
Nominal weight 1.8 oz per square yard.
- C. Stone Backfill: 3/4" diameter washed stone.

PART 3 - EXECUTION**3.01 INSPECTION**

Inspect are where dry-laid stone wall is to be erected and report to General Contractor any conditions which may adversely affect appearance or performance of wall. Do not start construction until such conditions have been corrected.

3.02 DRY-LAID NATURAL STONE WALL

- A. Follow recommendations of Indiana Limestone Handbook for construction of dry laid stone wall.
- B. For retaining walls, tilt the wall slightly back about 2" per foot of height from the base to prevent frost from pushing stones out of place. For freestanding walls, built vertically.

- C. Compact subgrade to minimum 90%.
- D. Lay minimum 12" depth crushed stone base compacted to 90%. Set top of base at half stone thickness below finish grade. Bury first course at half depth.
- E. Use heavier flat-faced stones for the base. Insert stone chips or stone base material under any base course stones that tend to wobble or not be flat. Fill gaps with stone chips. Do not let top surfaces tilt outward. Test footing stones for stability. Correct any wobbles before proceeding.
- F. Build wall using stones of reasonable uniform thickness in each course. Lay stones as they would lie naturally on the ground.
- G. For retaining walls, insert bond stone of approximately twice the thickness of the wall to penetrate the soil behind it. Use bonding stones every four feet horizontally and every third or fourth course vertically.
- H. Bridge the joints between stones by stones in the course above. Fill voids with limestone chips.
- I. For retaining walls, construct with a batter of 2 inches back for every 1 foot in height. For freestanding walls, built vertically with 2-in-12 batter on both sides, to be achieved via use of progressively narrower stone pieces.
- J. Place soil separation fabric behind stone before backfilling with clear stone backfill. Lay perforated pipe tile at the wall base & daylight to grade.

* * *

Section 32 90 00 - Landscaping**PART 1 - GENERAL****1.01 DESCRIPTION**

- A. Work Included: Labor, materials and equipment required to complete all landscaping including, but not limited to:
1. Finish grading of topsoil;
 2. Soil treatment;
 3. Native seeded turf construction;
 4. Planting of trees, shrubs, perennials, grasses, ground covers & annuals;
 5. Topsoil & bed amendments for planting;
 6. Installation of mulches & bed edging
 7. Protection and maintenance;
 8. One (1) year warranty on trees, shrubs & woody plants
 9. One (1) season warranty on perennials & grasses
 10. Three (3) year maintenance of all landscape;
 11. All other labor and materials required to complete landscape work.
- B. Related Work Specified Elsewhere:
1. Earthwork at the foundation - Section 31 00 00
 2. Common Work Results for Earthwork - Section 31 05 00
 3. Limestone Dry-Laid Retaining Walls - Section 32 32 25

1.02 QUALITY ASSURANCE

- A. Samples, Tests and Inspection Notice of Sources: Within ten (10) days following acceptance of the bid, provide written notification to Landscape Architect of sources of the material required or desired to be inspected or tested.
- B. Plants: Contractor will be responsible for certificates of inspection of plant materials that may be required by the Federal, State or other authorities to accompany shipments of plants. Inspection and approval by Landscape Architect of plants at place of growth or upon delivery will not in any way impair right of rejection for failure to meet other requirements during progress of Work.
- C. Plant Quality: All materials shall be true to the species and variety/hybrid/cultivar as specified, nursery-grown in accordance with good horticultural practices and under climatic conditions similar to the site location. Specimens obtained specifically for this project shall have been freshly dug and properly prepared for planting.
1. All plant labels shall be left intact until the project punch-list has been generated by the Landscape Architect. Plants with no labels will be assumed to be deficient (incorrect size and/or species) unless otherwise proven via nursery receipt.
- D. Seed Mixes: Submit all sources, mix names, manufacturer analyses and guarantees of germination as specified for Landscape Architect review/approval.

- E. Bulk Landscape Materials: Submit samples of all landscape materials outlined in PART 2 including (but not limited to) soils, bed amendments, fertilizer, stone, edging, sod and/or seed as specified for Landscape Architect review/approval.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Tagging: All plants are to be labeled by their plant name & size. Labels shall be securely attached to all plants, bundles and containers when delivered. Labels shall be durable, legible and constructed of weather-resistant materials. All labels shall remain on plant material until the project has been inspected by the Landscape Architect.
- B. Delivery: During transport, no plant shall be bound with rope or wire in a manner that damages trunks or breaks branches. Plants shall not be dragged, lifted or pulled by their trunks, branches or foliage in a damaging way. No plant shall be thrown off a truck or loader to the ground.
- C. Protection After Delivery:
 - 1. Landscape materials shall be installed within 72 hours of delivery to the project site. Schedule material deliveries accordingly to limit on-site storage.
 - 2. Cover soil balls of B/B plants which cannot be planted immediately upon delivery with moist soil or mulch or provide other protection from drying winds and sun.
 - 3. Plant or heel-in bare root plants immediately upon delivery. Water all plants as necessary until planted.
 - 4. Keep containerized plants in a shaded area, well-covered with wood chips, soil or other approved material, and kept well-watered.
 - 5. If not planted immediately after delivery, or unless plant locations require navigation into tight confines, all tree & shrub canopies are to be un-bound while waiting for installation.

1.04 GUARANTEE AND REPLACEMENT

- A. Guarantee: All woody plants (trees & shrubs) shall be guaranteed for duration of one (1) full year after planting and shall be alive and in satisfactory growth at end of guarantee period. All perennial plants (perennials & grasses) shall be guaranteed for duration of one (1) growing season after planting and shall be alive and in satisfactory growth at end of guarantee period.
 - 1. At any time during the guarantee period, the Contractor may be requested to remove or replace, without cost to the Owner, and within a specified planting period, any plants not in a healthy and flourishing condition as determined by the Landscape Architect. Replacements will not be held off until the end of the warranty period.

- B. Replacement: Prior to end of the one-year guarantee period, Landscape Architect may make inspection upon written notice requesting such inspection submitted by Contractor at least ten (5) days before anticipated date.
1. Remove from the site all plants required under contract which are dead or not in satisfactory growth, as determined by Landscape Architect. Replace these and all missing plants, due to Contractor error, as soon as conditions permit but during proper season. In case of any questions regarding condition and satisfactory establishment of a rejected plant, Contractor may elect to allow such plant to remain through another complete growing season at which time the rejected plant, if found to be dead, in an unhealthy or badly impaired condition, shall be replaced.
 2. If present, native seed mix areas which are not successfully established by the end of the first year of the two-year warranty period shall be re-sown at by Contractor at no additional cost to the Owner. These areas shall be inspected at the end of the second year of the two-year warranty period, and shall again be re-sown if necessary by Contractor at no additional cost to the Owner.
- C. Materials and Operation:
1. Replace with plants of same kind and size as specified in plant list. Furnish and plant as specified. Replacement materials will be furnished with new one-year guarantees.
 2. Replace native seed mix areas with same mix as originally required and per the original specifications, unless otherwise discussed and a mutually-acceptable substitute mix is chosen and approved by the Landscape Architect.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Sufficient topsoil to complete planting of trees, shrubs, perennials, grasses, ground covers & annuals.
1. Topsoil shall be weed free, natural, fertile, friable soil, possessing characteristics of representative productive soils in the vicinity.
 2. Obtain from naturally, well drained areas.
 3. Soil shall not be excessively acid or alkaline or contain toxic substances which may be harmful to plant growth.
 4. Topsoil shall be without admixtures of stones, stumps, roots, debris or other objects 1" or more in diameter which might be a hindrance to planting operations.
 5. Topsoil present on site, if meeting all of the requirements above, may be utilized. Existing topsoil shall be stripped & stored by the earthwork contractor.
 6. Unless otherwise indicated in Sections 31 00 00 and/or 31 05 00, all topsoil shall be furnished and placed by the earthwork contractor.

- B. Plant Starter Mix: Trees pits & landscape beds including shrubs, perennials, grasses, ground covers and/or annuals shall receive a blend of topsoil & plant starter mix as specified in the landscape plans. Plant starter mix to be mixed into the top 6" of the landscape beds:
1. Selected soil, black peat, aged compost & washed sand.
 - Liesener Soils, Jackson WI
 - Approved equal
- C. Soil Amendments & Fertilizers: Additional amendments if specified in the landscape plans:
1. Peat moss: Type 1 sphagnum, weed/seed free, 3.1-5.0 pH.
 2. Compost: Standard commercial-grade compost containing sheep or cow manure.
 3. Commercial Fertilizer: Fertilizer shall be granular, non-burning, composed of not less than 50% organic, slow-acting w/ guaranteed analysis. Fertilizer must meet the requirements of the Wisconsin Department of Agriculture as to registration and labeling and must be delivered to the site in sealed & labeled bags. All fertilizer to be spread at the rate specified by the manufacturers:
 - a. Lawns: Furnish & spread in the topsoiled area a commercial lawn starter fertilizer mixture.
 - b. Plantings: Furnish & install a commercial 16-8-8 starter fertilizer mixture (Nutripak or sim.)
- D. Materials for Staking and Wrapping: All stakes & wrapping to be installed as specified in the tree/shrub planting details as shown in the landscape plans:
1. Stakes shall be 6' to 8' long sections of unflanged metal or 2" x 2" hardwood. Support ties shall be 2" or wider bands of polypropylene or elasticized or webbed strapping. Ground anchors shall be arrowhead shaped earth anchors of malleable iron castings, aluminum castings or stamped steel.
 2. Trunk Wrapping Material: Perforated drainage tubing or similar material approved by Landscape Architect, large enough in diameter to prevent abrasion of the trunk and to allow air circulation between the tubing and the trunk.
- E. Specialty seed mixes: Native seed mixes shall be provided for review/approval as specified in the landscape plans. Deliver seed to the site in unopened containers; include the manufacturer's guaranteed analyses.
- F. Plant Materials:
1. Plant List: A list of plants is shown on planting plan.
 2. Nomenclature: Names of plants required under this contract conform to those in "Standardized Plant Names", latest edition, prepared by American Joint Committee on Horticulture Nomenclature. Names of varieties not included therein conform to generally accepted common names.
 3. Provide quantities necessary to complete planting as shown. Quantities shown in the plant schedule on the drawings are for convenience only. Take actual count from plans. If there are quantity discrepancies, whichever options are more costly are to be included.
 4. Quality and Size: Plants shall have a habit of growth that is normal for species and shall be sound, healthy, vigorous and free from insect pests, plant diseases and injuries. All plants shall be equal to or exceed the measurements

- specified in plant list, which are minimum acceptable sizes, measured before pruning with branches in normal position. Do only necessary pruning at time of planting. Requirements for measurement, branching, grading, quality, balling and burlapping of trees shall conform to standards currently recommended by "American Standard for Nursery Stock". Take caliper measurement of trees at height of 6" above the ground up to and including 4" caliper size and 12" above ground for larger sizes.
5. Substitutions will be permitted only upon submission of proof that a plant is not obtainable within geographic area or similar plant hardiness zone, and authorization by Landscape Architect of Change Order providing for use of nearest equivalent obtainable size or variety of plant having same essential characteristics within an equitable adjustment of contract price. In the event that substitutes are necessary, notify the Landscape Architect in writing prior to ordering and include a listing of all requested substitute plant species, quantities & sources for review & approval.
 6. Type of Protection to Roots:
 - a. Balled and Burlapped Plants: Plants designated "B&B" in the plant list shall be balled and burlapped. They shall be dug with firm, natural ball of soil of sufficient diameter and depth to encompass fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar material and bound with twine, cord or wire mesh. Where necessary to prevent breaking or cracking of the ball during planting, ball may be secured to a platform.
- G. Bark Mulch: Finely shredded hardwood bark mulch, free from branches, heartwood, insects and other organic matter. Max. bark pieces to not exceed 3" length & 1/4" thickness. See Landscape Notes for specific depths & locations.
1. Wood chips are not an acceptable substitute.
 2. Bark mulch not conforming to this specification shall be removed from the project site, regardless of whether it has been placed in landscape areas, and replaced with proper mulch. If mulch is rejected, contractor shall supply a product sample for Landscape Architect approval prior to replacing the rejected mulch.
- H. Stone Mulch: Washed stone, min. 1" diameter, as specified in the landscape plans. Stone shall be clean and free of organic matter. Provide stone mulch only where indicated in the landscape plans.
- "Meramec"
 - "Mississippi"
 - "Santa Fe"
 - Regional variant as approved equal
- I. Soil Separation Fabric/Weed Barrier: Non-woven fabric of 100 percent polypropylene staple fiber. Fabric shall be freely permeable to moisture transmittal. Nominal weight of 3.0 ounces per square yard. Provide only where landscape fabric is indicated in the landscape plans.
- "Tyvar Professional Landscape Fabric"
 - Approved equal

- J. Metal Landscape Edging: 3/16" thick mill finished aluminum edging. Install per manufacturer's requirements. Provide only where metal and/or aluminum edging is indicated on the landscape plan.
 - Permaloc "Cleanline", Holland, MI
 - Approved equal
- K. Anti-Desiccant: If required as protection for leaf surfaces, anti-desiccant shall be permeable to permit transpiration, mixed & applied in accordance with manufacturer's specifications.

PART 3 - EXECUTION

3.01 CONSTRUCTION AND PLANTING METHODS

- A. Time of Planting: Landscape Contractor will be notified when other Divisions of work have progressed sufficiently to commence work.
 - 1. Planting Seasons:
 - Spring, April 1st through June 15th.
 - Fall, August 15th through November 1st.
 - 2. Seeding Seasons:
 - April 1st through June 1st.
 - September 1st through October 15th.
 - 3. Evergreen exceptions: No conifers or evergreen trees/shrubs shall be planted after October 15th.

At option and at full responsibility of Landscape Contractor, planting operations may be conducted at other times of year without additional compensation. All inspection and warranty terms will still be valid and enforced.
- B. Pruning and Repair: New Plants:
 - 1. Prune trees and shrubs as required to repair injuries. Limit amount of pruning to the minimum necessary to remove dead, injured and/or broken branches.
 - 2. Prune in such a manner as not to change the natural habit, shape or overall height of plant.
 - 3. Make cuts flush, leaving no stubs. Where bark is bruised or scarred, trace back injured cambium to living tissue and remove. Smooth and shape wounds to not retain water.
 - 4. So that proper installation heights & sizes can be verified, do not prune shrubs prior to inspection by the Landscape Architect.
- C. Obstructions Below Ground or Overhead: It is not contemplated that planting will be done where underground or overhead obstructions, harmful substances or unsuitable soils will be encountered. If such conditions are encountered, notify Landscape Architect & project representative immediately to determine the appropriate course of action.

- D. Topsoil furnishing, spreading & fine grading: Landscape contractor is only responsible for fine grading of the topsoil (and/or other soil mixes). Rough grading shall be completed by others. Coordinate with the General Contractor and/or earthwork contractor to ensure that all minimum planting depths and soil types are provided as indicated on the landscape plan. Unless otherwise indicated:
1. Seed, sod and/or native seed mix areas: min. 6" soil.
 2. Ornamental landscape areas (i.e. trees, shrubs, perennials, grasses and/or annuals): min. 18" soil.
- E. New Planting:
1. Pre-emergent herbicides: If on-site soils appear weedy, or if adjacent vegetation may disperse undesirable seeds onto the project, use of pre-emergent herbicides will be acceptable if approved by Owner and Landscape Architect prior to use.
 2. Layout: Locate new plantings where shown on Drawings, unless otherwise approved by Landscape Architect. For all trees and large shrubs, stake their locations. For all shrub & perennial masses, lay out the materials in their respective beds. Contact the Landscape Architect for field approval, providing at least three days' notice. If unnecessary, the field visit may be omitted at the Landscape Architect's sole discretion.
 3. Planting Pits: Dig pits and prepare soil prior to moving plants to their respective locations for planting to ensure that they will not be unnecessarily exposed to drying elements or to physical damage. Dig circular pits with sloped sides for all plants. Scarify sides and bottom of pits to eliminate glazed surfaces. Dig diameters of pits at least three times greater than spread of roots or root balls. Make depth of pits for trees and shrubs sufficient to accommodate roots. Refer to the plant installation details as shown in the landscape plans.
 4. Drainage Test at Tree Pits and Shrub Beds: Fill with 6" of water. Water shall drain completely within 24 hours.
 - a. Notify Landscape Architect in writing of areas not passing drainage test. Provide proposal and cost estimate for corrective Work.
 - b. Landscape Contractor is responsible for plant failure occurring as a result of inadequate drainage not reported to Landscape Architect.
 5. Setting Plants: Unless otherwise specified, plant all trees and shrubs in pits, centered at such a depth that finished grade level after settlement will be the same as that at which plant was grown. Plant trees and shrubs upright and face to give best appearances or relationship to street and adjacent structures. After placement, remove burlap from top 1/2 of root balls after planting. Remove synthetic burlap completely. Remove platforms, wire and surplus binding from entire plant. Bio-degradable plant containers shall be split, non-biodegradable containers removed. Root systems of all containerized plants shall be split or crumbled by hand. Place topsoil or prepared soil and compact carefully to avoid injury to roots and to fill all voids. When hole is nearly filled, add water as necessary and allow it to soak away. Fill hole to finished grade and form a shallow saucer around each plant by placing a ridge of topsoil around edge of each pit. After soil settles, fill in with additional

soil to level of finished grade. Trees shall be moved by their root balls, not their trunks.

6. Soil Preparation: Use topsoil as specified herein or suitable existing soil thoroughly mixed with the soil amendments and/or plant starter mix as indicated on the landscape plans. Do not use poor soils, gravel, hard-pan or other soils injurious to plants. Thoroughly mix soil with amendments at rates specified by the manufacturers.
7. Dispose of excess excavated soil at no additional cost to Owner.

F. Guying, Staking & Wrapping:

1. The Contractor shall be responsible for installing staking, guying and/or protective wrapping as specified and/or detailed. Adverse site conditions such as windy sites, shallow or unstable soils, bare root plantings or large specimen plantings will require staking or guying.
2. Trunk protection, where required, shall be secured at the top and bottom of the trunk in a manner so as not to restrict or damage the bark. The Landscape Contractor will be responsible for removing all guying, staking and/or trunk protection at the end of the warranty.
3. Staking and Guying: Ties made of approved material shall be attached directly to the stakes or may be attached to stakes by wire. In no case shall the wire extend around the tree trunk. Ties shall be attached loosely enough to allow 2-3" of play in the trunk. For drooping stems, ties shall be placed at the point of the stem at which the top can stand up on its own. Stakes shall be driven outside the root ball. For trees larger than 3" in caliper and for all evergreen trees, use ties attached to 3 guy wires and ground anchors. Ground anchors are to be driven at about a 45-degree angle to the ground and placed at 120-degree intervals around the trunk. Staking and guying shall further conform to the drawings.

G. Pruning:

1. Double leaders, dead branches and any branches damaged or broken during the planting process shall be pruned. This will be the only pruning allowed at planting. Pruning shall conform to American National Standard for Tree Care Operations, ANSI A300.
2. Trim hedges if indicated on plans. Shear outer edges of hedges to maintain shape; do not shear between individual shrubs.
3. Trim Oaks, Honeylocusts & Elms while dormant to reduce disease risk. If such species are trimmed during non-dormant seasons, the contractor must seal immediately and completely all pruning wounds after each cut with an approved wound dressing.
4. Plants that flower before late spring shall be pruned immediately after flowering. Those that flower in summer or fall should be pruned in winter or spring before new growth emerges.
5. Other species may be trimmed throughout the year, except during leaf-out or during leaf drop.
6. Prune using scissor-style cutting devices, not anvil-style hand pruners, pole pruners or loppers.

3.02 SEEDED COVERAGE SOIL PREPARATION

- A. Finished Grading: Sodded and/or Seeded Areas: After subgrade has been prepared and topsoil furnished & placed by Section 31 00 00 and/or Section 31 05 00, Landscape Contractor shall do all final grading and lightly compact topsoil. Do not spread topsoil in a frozen or muddy condition. Apply fertilizer as herein specified. Areas shall be free from stones, roots or other undesirable foreign material larger than 1" diameter. A minimum depth of six inches (6") of topsoil is required in all lawn areas. Prepare areas to form a level and loose seed bed. Lightly roll areas before final raking to locate & repair soft spots and mounds.
1. Allow for compaction or settling of approximately 20 percent when spreading topsoil.
 2. Scarify and smooth areas where topsoil has not been removed. Remove all sticks, stones and rubbish.
 3. All weed growth in turf areas shall be removed prior to the beginning of work. Use of pre-emergent herbicides will be acceptable if approved by the Owner & Landscape Architect prior to use.
 4. Where sod is to be laid, lower areas adjacent to walks, drives and patios 1/2" to allow for sod thickness.
- B. Soil Improvements: Applying Fertilizer: Apply commercial lawn starter fertilizer at the manufacturer's rate to lawn areas being prepared for seeding.

3.03 LOW-MOW SEEDED TURF

- A. Season: Seed all fescue areas during the seasons indicated in Part 3.01(A) (2).
- B. Inspection and Tests of Seed: All seed must be accompanied by duplicate statement of vendors certifying that each container of seed delivered is fully labeled in accordance with Federal Requirement.
- C. Method of Seeding: Uniformly seed area with the specified mixture(s) and rate(s) indicated on the landscape plans. Sow with appropriate seeding equipment.
1. Sow seed with a cultipacker, slit-seeder, drop- or broadcast-spreader, sowing half of seed in one direction and the other half at right angles to first sowing. Broadcast seed on hills and slopes, uniformly distributing on designated areas.
 2. Seeds to be within the top 1/4" of soil.
 3. Do not seed during stormy weather or if wind speeds exceed 12 MPH.
- D. Mulching: Marsh hay or threshed straw of oats, wheat or rye are acceptable. No canary reed grass. Mulch material must be free of matured seed or noxious weeds, clean, small-grained, air-dry, well-seasoned, and free of rot/mildew.
1. Spread mulch uniformly in continuous blanket over all seeded areas using two 55 bales per acre or 2" depth, whichever is greater. Mulch should be stabilized either by anchoring tools or plastic netting.
 2. For slopes 4 to 1 or greater, in ditches or in problem swales, coordinate with the erosion control contractor to ensure proper fabric and/or mats are in place. See the erosion control plans for add'l applications.

3. Maintain mulched areas until grass is mowed. Provide protection against traffic and repair mulched areas when removed or bunched by wind or other causes.
- E. Cleaning & repair: Waste & excess material shall be promptly removed. Adjacent paved areas are to be cleaned, and any damage to adjacent turf areas shall be repaired as indicated on the landscape plans.
 1. Hydro-mulch overspray residue shall be immediately removed. It shall be the contractor's sole responsibility to repair or replace any damage to any site elements caused by hydro-mulching overspray.
- F. Watering: Seeded areas are to be watered daily to maintain adequate surface soil moisture for proper seed germination. Watering shall continue for not less than 30 days after seeding. Thereafter, apply 1/2" of water twice-weekly until final acceptance, as required in the absence of rain.

3.04 NATIVE SEEDED AREAS

- A. Native Seeded Areas are to be installed according to the establishment procedures specified by the seed source. The Contractor shall provide a detailed outline of the specific installation & establishment processes for review, and shall coordinate with the Owner and Landscape Architect for approval prior to installation.

3.05 MAINTENANCE

- A. Pre-Maintenance Review:
Notify Landscape Architect in writing when planting has been substantially completed in order to establish a start of sixty (60) day maintenance period.
- B. Generally: Contractor shall supply a maintenance schedule to the Owner & Landscape Architect for review/approval prior to commencing planting. Contractor shall be responsible for all necessary maintenance equipment, materials, supply and labor to provide required levels of maintenance. Contractor to note pruning and/or shearing requirements in 3.01(G) (2.)
- C. Maintenance of Low-Mow Areas: Contractor shall be required furnish all care necessary to keep fescue areas in good growing condition for a period of 36 months of growing season after planting, including all weeding, mowing, fertilizing, watering and/or and trimming as required. At the end of the initial 60-day maintenance period, repair all erosion damage caused by rain and re-seed areas larger than 12" dia. where population is sparse. Mow turf at least twice before acceptance. Fescue areas shall be no more than once per month, with no more than 40% of material removed in any one cutting. Weed trimmers shall not be used at tree bases.

- E. Maintenance of Native Seed Mixes (wet-tolerant seed mix, upland seed mix, etc): Maintain seed mixes in good growing condition for a period of 36 months after seeding. Maintenance procedures are to follow the recommended schedules & tasks as specified by the supplier of the specialty seed mixes. After each of the first and second years of growth, re-seed areas larger than 12" dia. where seed population is sparse.
- F. Dormant Seeding: No dormant seeding shall be performed unless approved by Landscape Architect prior to commencing work. If dormant seeding is done, or if lawns are planted late in the season and growing season ends prior to the end of the specified maintenance period, continue maintenance into the growing season of the following spring for the balance of the required maintenance period. All other maintenance requirements still apply, and the contractor shall be solely responsible for ensuring proper germination prior to completion of the project.
- F. Maintenance of Plantings: Water and maintain all plantings for a period of 36 months after planting. Maintenance activities shall include (but are not limited to) pruning, trimming, fertilizing, deadheading, spring & fall clean-ups & pest control. Supply & distribution of clean & contaminant-free water for landscape irrigation is the responsibility of the contractor. Unless secured ahead of time through the Owner and/or General Contractor, assume that water will not be available on-site and that a hydrant meter rental & permit may be necessary. Contractor shall be responsible to supply all watering equipment, whether through the use of a tanker truck, hoses, sprinklers or combination thereof.

3.06 INSPECTION AND ACCEPTANCE

- A. Date of Substantial Completion (DSC): Initial inspection of the substantially completed landscape installation will be made by the Landscape Architect upon written notice requesting such inspection, submitted by Contractor at least five (5) days prior to the anticipated date. Note that the project landscape installation's DSC will likely vary from the remainder of project's DSC.
 - 1. The Landscape Architect will visually inspect the project and note any omissions, errors or deficiencies in the exterior construction.
 - 2. A written punch list document of pending issues will be drafted and sent to the General Contractor for distribution to the appropriate contractor(s.)
 - 3. Issues contained in the punch list document will be resolved by the respective contractors within two weeks (14 days) of delivery, unless impossible due to season.
 - 4. Upon completion of all the punch list items, the Landscape Architect may make a second site inspection to verify that all deficiencies have been corrected. This second inspection may be omitted at the Landscape Architect's sole discretion.
- B. Secondary Inspection of lawns and plantings to determine completion of contract work, exclusive of possible replacement of plants, may be made by Landscape Architect at the conclusion of the 60-day maintenance period upon written notice requesting such inspection, submitted by Contractor at least five (5) days prior to anticipated date. Condition of lawns will be noted and

determination made by Landscape Architect whether maintenance shall continue.

- C. Final Acceptance: After all inspections, Contractor will be notified in writing by Landscape Architect of acceptance of work of this Section, exclusive of possible replacement of plants subject to guarantee or any specified work which has not been completed which shall be subject to reinspection before acceptance.

* * *

SECTION E: BIDDERS ACKNOWLEDGEMENT

FIRE STATION #13-LANDSCAPING CONTRACT NO. 7123

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 - 2014 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 Living Landscapes LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisc. a partnership consisting of _____; an individual trading as Living Landscapes LLC; of the City of Middleton State of Wisc.; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Daniel Christensen
SIGNATURE
Owner
TITLE, IF ANY

Sworn and subscribed to before me this
4 day of April, 2014.

Dany A. Lubben
(Notary Public or other officer, authorized to administer oaths)
My Commission Expires 1/31/16
Bidders shall not add any conditions or qualifying statements to this Proposal.

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

FIRE STATION #13-LANDSCAPING CONTRACT NO. 7123

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

Disclosure of Ownership

Notice required under Section 15.84(1)(m), Wisconsin Statutes. The mandatory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

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

Other Construction Business

Not Applicable ☒

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

JANEL CHRISTIANSON

Signature of Authorized Officer

Janel Christianson

Date Signed

April 9th, 2014

Name of Corporation, Partnership or Sole Proprietorship

LIVING LANDSCAPES, LLC

Street Address or P O Box

PO BOX 175

City

CROSS PLAINS

State

WI

Zip Code

53558

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

ERD-777-C (R, 09/2003)

**FIRE STATION #13-LANDSCAPING
CONTRACT NO. 7123**

Best Value Contracting

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

Labors

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 & FROST)
- ☐ IRON WORKER
- ☐ IRON WORKER (ASSEMBLER, METAL BLDGS)
- ☐ PAINTER & DECORATOR
- ☐ PLASTERER
- ☐ PLUMBER
- ☐ RESIDENTIAL ELECTRICIAN
- ☐ ROOFER & WATER PROOFER
- ☐ SHEET METAL WORKER
- ☐ SPRINKLER FITTER
- ☐ STEAMFITTER
- ☐ STEAMFITTER (REFRIGERATION)
- ☐ STEAMFITTER (SERVICE)
- ☐ TAPER & FINISHER
- ☐ TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- ☐ TILE SETTER

7123 Fire Station #13 - Landscaping

Item	Description	Qty	Units	Unit Price	Extended Price
20901	Ace Nor - Acer x. 'Norwegian Sunset' (Norwegian Sunset Maple)	3	EACH	\$ 450.00	\$ 1,350.00
20902	Que Bic - Quercus bicolor (Swamp White Oak)	3	EACH	\$ 791.00	\$ 2,373.00
20903	Til Ste - Tillia tom. 'Sterling Silver' (Sterling Silver Linden)	4	EACH	\$ 450.00	\$ 1,800.00
20904	Ame Aut - Amelanchier x. 'Autumn Brilliance' (Autumn brilliance Serviceberry)	2	EACH	\$ 359.00	\$ 718.00
20905	Cra Cru - Crat. Crus-galli var. inermis (Thornless Cockspur Hawthorn)	3	EACH	\$ 342.00	\$ 1,026.00
20906	Ost Vir - Ostrya virginiana (Ironwood)	1	EACH	\$ 607.00	\$ 607.00
20907	Pin Nig - Pinus nigra (Austrian Pine)	1	EACH	\$ 317.00	\$ 317.00
20908	Aro Mor - Aronia mel. 'Morton' (Iroquois Beauty Chokeberry)	7	EACH	\$ 28.00	\$ 196.00
20909	Cep Occ - Cephalanthus occidentalis (Buttonbush)	1	EACH	\$ 79.00	\$ 79.00
20910	Cot Api - Cotoneaster apiculatus (Cranberry Cotoneaster)	17	EACH	\$ 47.50	\$ 807.50
20911	Die Lon - diervilla Ionicera (Dwarf bush Honeysuckle)	17	EACH	\$ 37.50	\$ 637.50
20912	Euo Com - Euonymus alata 'Compactus' (Compact Burning Bush)	3	EACH	\$ 135.50	\$ 406.50
20913	Myr Pen - Myrica pennsylvanica (Northern Bayberry)	17	EACH	\$ 67.00	\$ 1,139.00
20914	Rib Gre - Ribes alpinum 'Green Mound' (Green Mound Alpine Currant)	9	EACH	\$ 35.50	\$ 319.50
20915	Ros Dwa - Rosa rugosa 'Dwarf Pavement' (Dwarf Pavement Rose)	9	EACH	\$ 34.50	\$ 310.50
20916	Spe Tor - Spiraea betulifolia 'Tor' (Tor Birchleaf Spirea)	9	EACH	\$ 53.00	\$ 477.00
20917	Syr Pal - Syringa meyeri 'Palibin' (Palibin Dwf. Lilac)	1	EACH	\$ 66.00	\$ 66.00
20918	Vib Com - Viburnum carlesii 'Compactum' (Compact Koreanspice Viburnum)	1	EACH	\$ 132.00	\$ 132.00
20919	Vib Aut - Viburnum dentatum 'Autumn Jazz' (Autumn Jazz Arrowwood Viburnum)	13	EACH	\$ 66.00	\$ 858.00

20920	Jun Kal - Juniperus chinensis 'Kallay' (Kallay Compact Juniper)	30	EACH	\$	61.00	\$	1,830.00
20921	Thu Tec - Thuja occidentalis 'Technito' (Dwarf Techny Arborvitae)	16	EACH	\$	171.00	\$	2,736.00
20922	Ach Moo - Achillea 'Moonshine' (Moonshine Yarrow)	19	EACH	\$	8.00	\$	152.00
20923	Bap Twi - Baptisia x. var. 'Twilite Prairieblues' (Twilite Prairieblues Wild Indigo)	5	EACH	\$	14.00	\$	70.00
20924	Cal Ove - Calamagrostis acu. 'Overdam' (Overdam Reed Grass)	40	EACH	\$	14.00	\$	560.00
20925	Hem Hap - Hemerocallis 'Happy Returns' (Happy Returns Daylilly)	26	EACH	\$	14.00	\$	364.00
20926	Per Lit - Perovskia atr. 'Little Spire' (Little Spire Russian Sage)	10	EACH	\$	14.00	\$	140.00
20927	Spo Het - Sporobolus Heterolepsis (Prairie Dropseed)	34	EACH	\$	14.00	\$	476.00
90001	Silt Fence, maintain existing and remove	1	L.S.	\$	1,000.00	\$	1,000.00
90002	Dry Laid Retaining Walls - complete	1	L.S.	\$	32,300.00	\$	32,300.00
90003	Planting Beds - complete	1	L.S.	\$	17,120.00	\$	17,120.00
90004	Low Mow Grass Seeding - complete	1	L.S.	\$	9,206.00	\$	9,206.00
90005	Wet Mix Grass Seeding - complete	1	L.S.	\$	1,470.00	\$	1,470.00
90006	Bio-filtration Basin Plantings - complete	1	L.S.	\$	8,344.00	\$	8,344.00
90007	Second Growing Season Maintenance	1	L.S.			\$	10,550.00
				Total Price		\$	99,937.50
90008	ALTERNATE BID ITEM 1 - Third Growing Season Maintenance	1	Lump Sum			\$	7,000.00

Note: Bio-filtration basin area includes erosion mat and plant plugs. Excavation, plumbing, storage layers, piping, and engineered soil by General Contractor per plan sheet L200.

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Living Landscapes, LLC (a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as the "Principal") and West Bend Mutual Insurance Company, a corporation of the State of Wisconsin (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

FIRE STATION #13-LANDSCAPING CONTRACT NO. 7123

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

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

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

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

Seal Living Landscapes, LLC 4/4/2014
Principal Date

By: Janel Christianson

West Bend Mutual Insurance Company

By: Brooke Parker
Name of Surety
Brooke Parker, Attorney-in-Fact

4/4/2014
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2512433 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

4/4/2014
Date

Brooke Parker
Agent Brooke Parker, Hausmann-Johnson Insurance

700 Regent St.
Address

Madison, WI 53715
City, State and Zip Code

(608) 257-3795
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



2146450

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BROOKE PARKER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Dollars (\$7,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

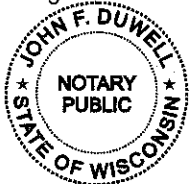

James J. Pauly
Secretary

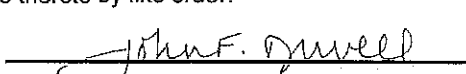



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.





John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 4 day of April, 2014




Dale J. Kent
Executive Vice President -
Chief Financial Officer

SECTION H: AGREEMENT

THIS AGREEMENT made this 30th day of April in the year Two Thousand and Fourteen between LIVING LANDSCAPES, LLC. 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 APRIL 29, 2014, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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:

FIRE STATION NO. 13 LANDSCAPING CONTRACT NO. 7123

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 NINETY-NINE THOUSAND NINE HUNDRED THIRTY-SEVEN AND 50/100 (\$99,937.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

**FIRE STATION NO. 13 LANDSCAPING
CONTRACT NO. 7123**

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:

LIVING LANDSCAPES, LLC

Company Name

<u>Gay A. Farkas</u> <u>4/15/14</u> Witness Date	<u>Janel Christianson</u> <u>4/15/14</u> President Owner Date
<u>Mike Burt</u> <u>4-15-14</u> Witness Date	<u>Janel Christianson</u> <u>4-30-14</u> Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Paul H. Medsker
Finance Director

Patricia Jauten
City Attorney

Signed this 12th day of May, 2014

Shirley Kelly
Witness

Paul Farkas 5-12-14
Mayor Date

Eric A. Christensen
Witness

Maurbeth Wigzel-Behl 5-5-14
City Clerk Date

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we LIVING LANDSCAPES, LLC as principal, and
West Bend Mutual Insurance Company

Company of West Bend, Wisconsin as surety, are held and firmly bound unto the City of
 Madison, Wisconsin, in the sum of NINETY-NINE THOUSAND NINE HUNDRED THIRTY-SEVEN AND
50/100 (\$99,937.50) Dollars, lawful money of the United States for the payment of which sum to the
 City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by
 these presents.

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

FIRE STATION NO. 13 LANDSCAPING
CONTRACT NO. 7123

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 30 day of April, 2014.

Countersigned:

LIVING LANDSCAPES, LLC

Company Name (Principal)

Witness

Janel Christianson
 Secretary

Janel Christianson
 President Owner Seal

Approved as to form:

West Bend Mutual Insurance Company

Surety

Seal

☐ Salary Employee

☒ Commission

By

Brooke Parker
 Attorney-in-Fact Brooke Parker

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
 License No. 2512433 for the year 2014 and appointed as attorney-in-fact with
 authority to execute this payment and performance bond which power of attorney has not been revoked.

4/30/2014

Date

Agent Signature Brooke Parker

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we **LIVING LANDSCAPES, LLC** as principal, and
West Bend Mutual Insurance Company

Company of West Bend, Wisconsin as surety, are held and firmly bound unto the City of
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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

**FIRE STATION NO. 13 LANDSCAPING
CONTRACT NO. 7123**

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 and effect.

Signed and sealed this 30 day of April, 2014.

Countersigned:

LIVING LANDSCAPES, LLC
Company Name (Principal)

Jary A Zuckerman
Witness

Janel Christianson
President Owner Seal

SEE ATTACHED
Secretary AMB

Approved as to form:

West Bend Mutual Insurance Company
Surety Seal

☐ Salary Employee ☒ Commission

SEE ATTACHED
City Attorney AMB

By Brooke Parker
Attorney-in-Fact Brooke Parker

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. 2512433 for the year 2014 and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

4/30/2014

Date

Agent Signature Brooke Parker



2146450

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BROOKE PARKER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Dollars (\$7,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

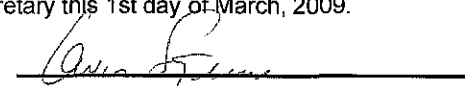
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

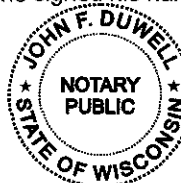

James J. Pauly
Secretary

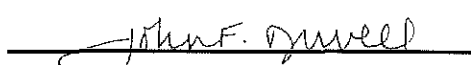



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

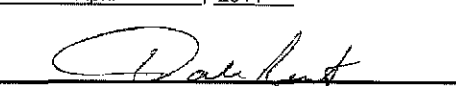



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30 day of April, 2014




Dale J. Kent
Executive Vice President -
Chief Financial Officer

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: 01/06/2014
Amended On: 02/28/2014

DETERMINATION NUMBER: 201400001

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
118	Line Constructor (Electrical)	38.25	17.31	55.56
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	32.01	17.35	49.36
121	Metal Building Erector	22.00	10.00	32.00
122	Millwright	32.11	15.95	48.06
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
127	Pipeline Fuser or Welder (Gas or Utility)	30.79	19.74	50.53
129	Plasterer	31.03	17.71	48.74
130	Plumber Future Increase(s): Add \$1/hr on 6/1/2014.	36.42	16.87	53.29
132	Refrigeration Mechanic	41.60	16.71	58.31
133	Roofer or Waterproofer	29.40	6.25	35.65
134	Sheet Metal Worker	34.45	22.57	57.02
135	Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014.	42.95	17.81	60.76
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.25	12.24	34.49
138	Temperature Control Installer	32.94	18.80	51.74
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	32.39	18.46	50.85
203	Three or More Axle	18.00	22.88	40.88
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	18.00	22.88	40.88
207	Truck Mechanic	18.00	22.88	40.88

LABORERS

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 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.21	14.63	38.84
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper	21.01	9.37	30.38
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.01	13.63	34.64
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.33	13.65	31.98
314	Railroad Track Laborer	23.46	3.30	26.76
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'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).	33.42	18.96	52.38
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	32.89	18.96	51.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	37.10	21.57	58.67

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.	34.50	20.04	54.54
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**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
509	Backhoe (Track Type) Having a Mfr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).	36.35	6.95	43.30
510	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	33.42	18.96	52.38
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	30.82	18.96	49.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	24.19	17.89	42.08
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	32.32	18.55	50.87
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

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 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.10	18.40	53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	42.45	16.71	59.16
137	Teledata Technician or Installer	21.89	11.85	33.74

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptror, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.60	14.62	40.22
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	24.70	10.72	35.42
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).	33.42	18.96	52.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant; Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	24.19	17.89	42.08
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

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	32.01	17.35	49.36
105	Carpenter	30.48	15.90	46.38
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.07	19.25	53.32
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	21.87	11.37	33.24
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Roofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.22	19.90	54.12
203	Three or More Axle Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.52	17.77	42.29
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/1/17. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	29.27	20.40	49.67
205	Pavement Marking Vehicle	23.31	17.13	40.44
206	Shadow or Pilot Vehicle	34.22	19.90	54.12
207	Truck Mechanic	23.31	17.13	40.44

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 \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.32	14.63	43.95
302	Asbestos Abatement Worker	24.36	14.44	38.80
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.32	14.63	43.95
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	25.67	14.63	40.30
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
314	Railroad Track Laborer	23.46	3.30	26.76

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

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

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 Mfg'r.'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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.72	20.40	56.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.46	20.40	55.86
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.17	20.40	55.57
536	Fiber Optic Cable Equipment.	26.69	16.65	43.34
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97

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> \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	34.50	20.04	54.54

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.01	17.35	49.36
105	Carpenter	32.93	19.93	52.86
107	Cement Finisher	31.48	15.68	47.16
109	Electrician	31.27	22.81	54.08
111	Fence Erector	24.72	0.00	24.72
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.31	55.56
124	Painter	24.50	16.60	41.10
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Roofer or Waterproofer	29.40	6.25	35.65
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptror, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	17.00	0.00	17.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	17.00	0.00	17.00

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfg.'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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.72	20.40	56.12
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>	33.96	19.79	53.75
545	<p>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.</p>	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER 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> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	35.12	18.46	53.58
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.22	20.40	56.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	32.89	18.96	51.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint 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.	33.67	19.48	53.15
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

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

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>	\$	\$	\$
125	Pavement Marking Operator	30.00	0.00	30.00
129	Plasterer	25.00	0.00	25.00
130	Plumber	30.00	10.62	40.62
132	Refrigeration Mechanic	19.75	8.56	28.31
133	Roofer or Waterproofer	17.00	3.72	20.72
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	31.72	16.10	47.82
137	Teledata Technician or Installer	24.75	8.09	32.84
138	Temperature Control Installer	22.50	0.70	23.20
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.77	16.50	40.27
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	32.50	0.02	32.52
146	Well Driller or Pump Installer	27.60	5.80	33.40
147	Siding Installer	20.18	0.00	20.18

TRUCK DRIVERS

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

LABORERS

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper	30.00	0.00	30.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
315	Final Construction Clean-Up Worker	16.00	0.00	16.00

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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, Timberco, 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.	29.70	20.08	49.78
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	29.70	16.00	45.70

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