

Contract Routing Form

ROUTING: Routine

printed on: 09/10/2013

Contract between: Madison Commercial Landscapes  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Blackhawk park Shelter Installation

Contract No.: 7136  
 Enactment No.: ~~RES-13-00678~~  
 Dollar Amount: 46,159.75

File No.: 31165  
 Enactment Date: 09/05/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9/10/13	9/10/13
Director of Civil Rights	9/10/13	9-15-13 <i>MLL</i>
Risk Manager	09-16-2013	9/16/13 <i>RSV</i>
Finance Director	9-16-13	9-16-13 <i>AW</i>
City Attorney	1378 9-17-13	9-23-13
Mayor	9, 23-13	9, 23-13

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

*pg # 8153 7136*

Original + 2 Copies

09/10/2013 10:57:28 enjap - Mike Sturm - 267-4921

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: See above  
 AA Plan: Exempt  
 Amendment / Addendum # \_\_\_\_\_  
 Type: POS / Dwp / Sbdv / Gov't /  
 Grant / PW / Sal / Loan / Agrmt





# City of Madison

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

## Master

**File Number: 31165**

<b>File ID:</b> 31165	<b>File Type:</b> Resolution	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> COMMON COUNCIL
<b>Lead Referral:</b> BOARD OF PUBLIC WORKS	<b>Cost:</b>	<b>File Created Date :</b> 08/06/2013
<b>File Name:</b> Awarding Public Works Contract No. 7136, Blackhawk Park Shelter Installation.		<b>Final Action:</b> 09/03/2013
<b>Title:</b> Awarding Public Works Contract No. 7136, Blackhawk Park Shelter Installation.		

**Notes:** Mike S. - Parks

**CC Agenda Date:** 09/03/2013

**Agenda Number:** 79.

**Sponsors:** BOARD OF PUBLIC WORKS

**Effective Date:** 09/05/2013

**Attachments:** Cont 7136.pdf

**Enactment Number:** RES-13-00678

**Author:** Rob Phillips, City Engineer

**Hearing Date:**

**Entered by:** mhacker@cityofmadison.com

**Published Date:**

### Approval History

Version	Date	Approver	Action
1	08/22/2013	Craig Franklin	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	08/06/2013	Refer	BOARD OF PUBLIC WORKS	08/21/2013	08/21/2013	
	<b>Action Text:</b> This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 8/21/2013						
	<b>Notes:</b>						
1	BOARD OF PUBLIC WORKS	08/21/2013	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass

**Action Text:** A motion was made by Hinke, seconded by 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	09/03/2013	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
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**Action Text:** A motion was made by Schmidt, seconded by Resnick, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

**Notes:**

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### Text of Legislative File 31165

#### Fiscal Note

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

#### Title

Awarding Public Works Contract No. 7136, Blackhawk Park Shelter Installation.

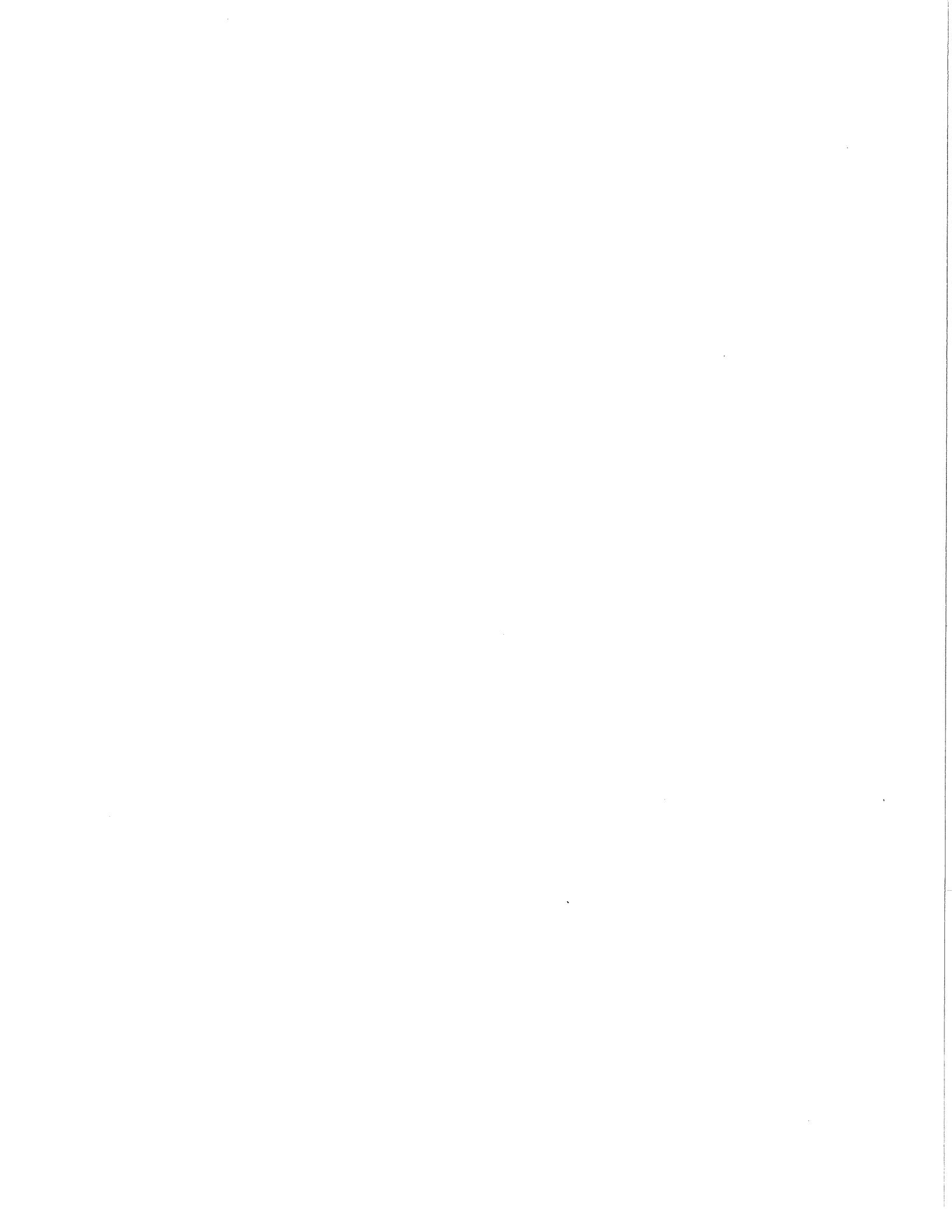
#### Body

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. 7136) for itemization of bids.





\$46,159.75  
FILE

BID OF MADISON COMMERCIAL LANDSCAPES

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BLACKHAWK PARK SHELTER INSTALLATION

CONTRACT NO. 7136

IN

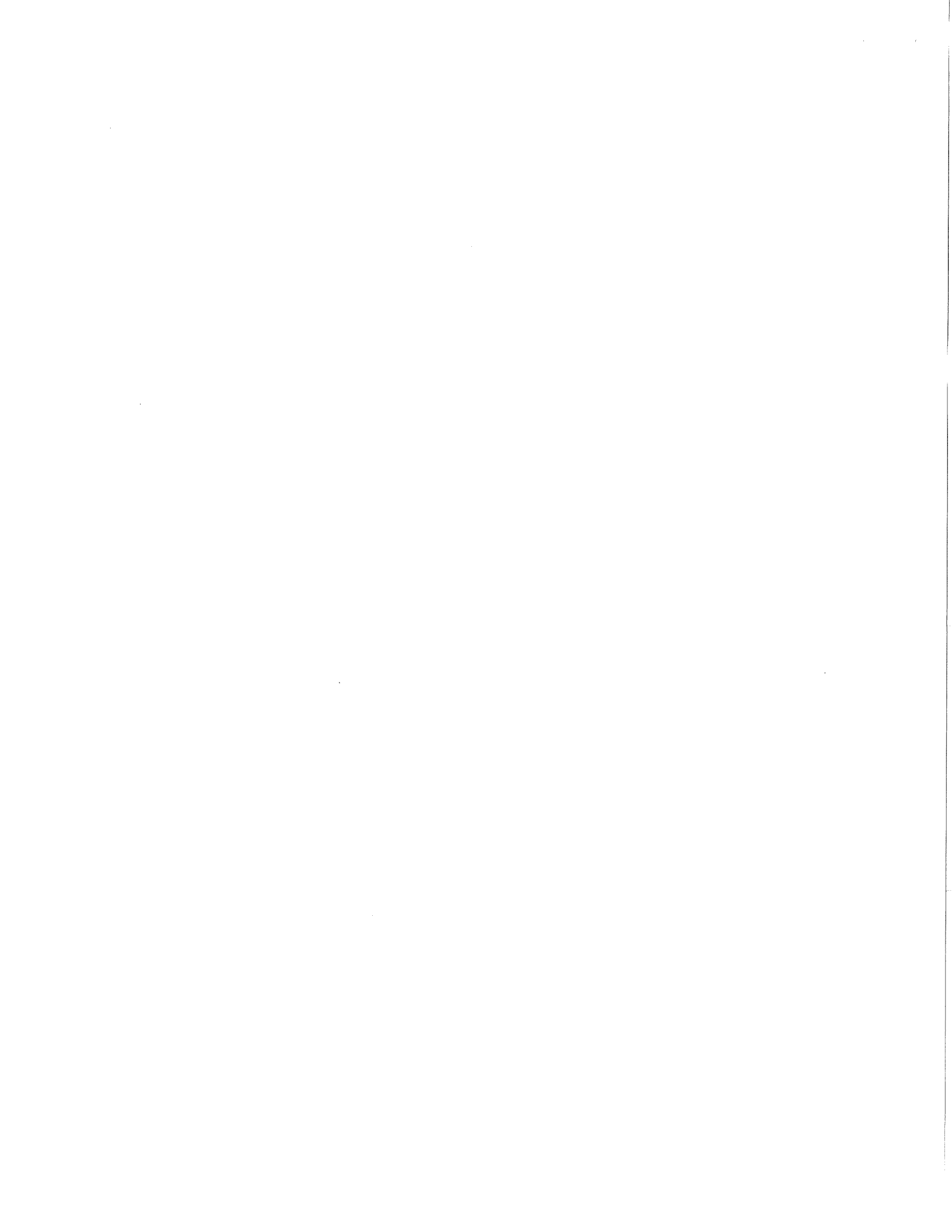
MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 3, 2013

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

[www.cityofmadison.com/business/pw](http://www.cityofmadison.com/business/pw)

<https://bidexpress.com/login>





**BLACKHAWK PARK SHELTER INSTALLATION  
CONTRACT NO. 7136**

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This Proposal, and Agreement have  
been prepared by:

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



Kevin Briski, Parks Superintendant



## 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:	BLACKHAWK PARK SHELTER INSTALLATION
CONTRACT NO.:	7136
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	08/02/13
BID SUBMISSION (1:00 P.M.)	08/09/13
BID OPEN (1:30 P.M.)	08/09/13
PUBLISHED IN WSJ	07/26/13 & 08/02/13

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://www.bidexpress.com).

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

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

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

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

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

#### PREVAILING WAGE RATES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://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

### BLACKHAWK PARK SHELTER INSTALLATION CONTRACT NO. 7136

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

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

#### SECTION 102.10 MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

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

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



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

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

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

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

#### **SECTION 102.12 BEST VALUE CONTRACTING**

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

#### **SECTION 104 SCOPE OF WORK**

This contract includes labor, materials and incidentals required to install a new prefabricated park shelter and complete the associated site work at Blackhawk Park located at 741 Bear Claw Way.

**The design and ordering of the park shelter is excluded from the scope of this work.**

#### **ARTICLE 104.4 INCREASE OR DECREASE QUANTITIES**

Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. No change to the unit bid price will be allowed for changes to the quantities.

#### **SECTION 105.1 AUTHORITY OF THE ENGINEER**

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

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

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

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

### **SECTION 105.12 COOPERATION OF THE CONTRACTOR**

The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction.

### **A PRE-CONSTRUCTION MEETING WILL BE REQUIRED PRIOR TO START OF CONSTRUCTION**

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

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

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired per City of Madison Standard Specifications for Public Works Construction by the Contractor and considered incidental this contract.

The Contractor will be allowed to store equipment and materials at Blackhawk Park, as shown on the attached plans.

### **SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION**

The City of Madison will be responsible for setting all lines and/or grades required to complete the work for the Blackhawk Park Shelter. Any questions regarding the layout and staking of this project should be directed to Dan Rodman at the Parks Division at 266-6674. Please provide 48 hrs notice when requesting survey field work.

### **SECTION 107.14 WEAPONS PROHIBITION**

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

### **SECTION 108.2 PERMITS**

The following permits have been applied for by the City:

1. City of Madison Erosion Control Permit
2. City of Madison Building Permit

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

## **SECTION 109.7 TIME OF COMPLETION**

Work cannot start on this contract until after the "Start to Work" letter has been received. Work on the Blackhawk Park Shelter Installation will start on or around 10/01/2013 and must be completed by 11/16/2013.

### **BID ITEM 10911 - MOBILIZATION**

#### **DESCRIPTION**

Parking of equipment, storage of materials, and staging shall be allowed as shown on plans.

Construction staging shall be confined to the area within the construction fence or along the Blackhawk Park side of Bear Claw Way as shown on the plans.

The Contractor shall note that the Contractor is responsible for repairing any damage to the existing asphalt path at the Park due to construction as part of this contract. The Contractor must submit photographs of the condition of the asphalt path at the beginning of the first work day, and at the final completion inspection.

If the identified on-street parking areas will be used for staging, the contractor is to check with Traffic Engineering (266-4761) if a Street Occupancy Permit is required. If so, all costs associated with acquiring this permit must be included in this bid item.

#### **METHOD OF MEASUREMENT**

Mobilization shall be paid as a lump sum.

#### **BASIS OF PAYMENT**

Mobilization shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as described above.

### **BID ITEM 20101 - EXCAVATION CUT**

#### **DESCRIPTION**

The excavation quantities for the project have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review included earthwork calculations. Topsoil excavation was calculated at four (4) inches and placement was calculated at six (6) inches. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

Fill materials obtained on site through Excavation Cut will not be measured for payment but will be considered subsidiary to Excavation Cut as specified in Subsection 201.2(a). Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately.

It is estimated that there will be roughly 11.4 cubic yards of subsoil made available through Excavation Cut, of which 2.4 will be reused onsite requiring 9 cubic yards to be disposed of offsite.

It is estimated that there will be roughly 24.8 cubic yards of topsoil made available through Excavation Cut, of which 16.7 will be reused onsite requiring 8.1 cubic yards to be disposed of offsite.

Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost to the City. All double handling and subsoil placement is included in this bid item.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non work hours.

**Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.**

#### **METHOD OF MEASUREMENT**

Excavation Cut will be paid for based on the "proposal quantity" as shown in the Contract without measurement thereof.

If the Engineer determines that substantial changes are required to excavation limits, additional undercut or excavation directed by the Engineer shall be measured in the field by cubic yards in place, and paid for as Excavation Cut. For purposes of this item, "substantial" shall mean changes over 10% of the estimated quantity.

#### **BASIS OF PAYMENT**

Excavation Cut shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a substantial change, no payment shall be given for changes in quantities listed in proposal.

#### **BID ITEM 20217 – CLEAR STONE**

#### **DESCRIPTION**

This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21010.

#### **METHOD OF MEASUREMENT**

Clear Stone shall be measured in tons.

#### **BASIS OF PAYMENT**

Clear Stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as described above.

**BID ITEM 20701 – TERRACE SEEDING**

**DESCRIPTION**

This work shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material on all disturbed areas in accordance with the City of Madison Standard Specifications for Public Works Construction Article 207. Seed mixture shall be City of Madison Sun Terrace Mix.

Since construction is limited to within the construction fence area, no additional compensation will be given for seeding quantities beyond what is specified in this contract.

**Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.**

**METHOD OF MEASUREMENT**

Terrace Seeding shall be measured by the square yard based on quantities identified on the proposal page. The proposal page quantities include seeding for the entire area within the construction fence, excluding the shelter pad and paths.

**BASIS OF PAYMENT**

Terrace Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as described above.

**BID ITEM-21024 SILT SOCK (12 INCH) - COMPLETE**

**DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control.

The following quantity of silt sock is required: 400 LF

**METHOD OF MEASUREMENT**

Silt Sock (12 inch) – Complete, shall be measured by linear foot for the completed work as described above.

**BASIS OF PAYMENT**

Silt Sock (12 inch) – Complete, shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as described above.

**BID ITEM 30301 - 5 INCH CONCRETE SIDEWALK**

**DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to install new 5" thick concrete sidewalk per the City of Madison Standard Specifications for Public Works Construction and as shown on the plans to create a slab for the shelter.

Contractor to note, the concrete sidewalk shall be installed to match the finished elevation of the footings. The Contractor is required to install expansion joints and construction joints as specified in the City of Madison Standard Specifications for Public Works Construction. The Contractor shall submit a pouring detail showing proposed control and expansion joints for approval by Engineer prior to construction.

Contractor to note crushed aggregate base is incidental to this bid item per section 303.2 – Construction Methods.

Contractor to note crushed aggregate base shall extend six (6) inches outside of concrete edge, and shall be covered with five (5) inches of topsoil.

#### **METHOD OF MEASUREMENT**

5" Concrete Sidewalk shall be measured by the square foot for the completed work as described above.

#### **BASIS OF PAYMENT**

5" Concrete Sidewalk shall be paid at the contract unit price per square foot for work described above and shall include all work, materials, labor and incidentals. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

#### **BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2**

#### **DESCRIPTION**

Work under this bid item shall include provision and installation of 6" of Crushed Aggregate Base Course Gradation No. 2 for asphalt path construction as shown in the City of Madison Standard Detail Drawing 4.08 Typical Section Bike Path. The Contractor shall note that the dimensions and slopes shown on Detail 4.08 are typical details, and do not reflect the exact dimensions and slopes of the proposed path construction in this contract. The Contractor should refer to the plans in this contract document for exact grading and dimensions.

**All aggregate base course shall extend six (6) inches beyond the proposed pavement edge and shall have 3" of topsoil and terrace seed over the extended gravel base, terrace seed for this area is included in BID ITEM 20701 – TERRACE SEEDING.**

The following quantity of crushed aggregate base course is required: 15.2 tons

#### **METHOD OF MEASUREMENT**

Crushed Aggregate Base Course Gradation No. 2 shall be measured by the ton as listed on the proposal page.

#### **BASIS OF PAYMENT**

Crushed Aggregate Base Course Gradation No. 2 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a substantial change, no payment shall be given for changes in quantities listed in proposal. For purposes of this item, "substantial" shall mean changes over 10% of the estimated quantity.

**BID ITEM 40201 – 3" DEPTH HMA PAVEMENT TYPE E-0.3**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install 3" Depth HMA Pavement Type E-0.3 in accordance with these plans and specifications and the latest edition of the City of Madison Standard Specifications for Public Works Construction.

Saw Cut for HMA pavement is incidental to this bid item.

The following quantity of 3" depth HMA pavement Type E-0.3 is required: 5 ton

**METHOD OF MEASUREMENT**

3" Depth HMA Pavement Type E-0.3 shall be measured by the ton as listed on the proposal page.

**BASIS OF PAYMENT**

3" Depth HMA Pavement Type E-0.3 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a substantial change, no payment shall be given for changes in quantities listed in proposal. For purposes of this item, "substantial" shall mean changes over 10% of the estimated quantity.

**BID ITEM 90000 CONSTRUCTION FENCING (PLASTIC)**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing will be maintained throughout and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg. 3000lb per 4' width (ASTM D638)

The following quantity of construction fencing is required: 465 LF

## **METHOD OF MEASUREMENT**

Construction Fence (plastic) shall be measured by the Linear Foot.

## **BASIS OF PAYMENT**

Construction Fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as described above. Unless there is a substantial change, no payment shall be given for changes in quantities listed in proposal. For purposes of this item, "substantial" shall mean changes over 10% of the estimated quantity.

## **BID ITEM 90001 – DRILLED PIER FOOTINGS**

### **DESCRIPTION**

This bid item includes all work, materials, labor and incidentals necessary to install eight drilled pier footings as shown on the included plans. Concrete and reinforcing is incidental to this bid item. Concrete shall be installed per City of Madison Standard Specifications for Public Works Contracts, specifically Part III – Concrete and Concrete Structures.

### **METHOD OF MEASUREMENT**

Drilled Pier Footings shall be measured per footing.

### **BASIS OF PAYMENT**

Drilled Pier Footings shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as described above.

## **BID ITEM 90002 – ACCEPT, DELIVER, AND CONSTRUCT SHELTER**

### **DESCRIPTION**

The prefabricated shelter **will be purchased by the City of Madison** and ordered for delivery from the vendor to the Contractor's pre-determined receiving location. The Contractor will provide equipment and labor for off-loading as needed. Contractor is responsible for securing all deliveries and insuring the completeness of the order prior to installation.

This bid item includes all work, materials, labor and incidentals necessary to coordinate delivery of the park shelter with the manufacturer; deliver the shelter to the construction site; and install the shelter in accordance with plans and manufacturer's instructions. See attached shop drawings for shelter details.

### **METHOD OF MEASUREMENT**

Accept, Deliver, and Construct Shelter shall be paid lump sum.

### **BASIS OF PAYMENT**

Accept, Deliver, and Construct Shelter shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as described above.



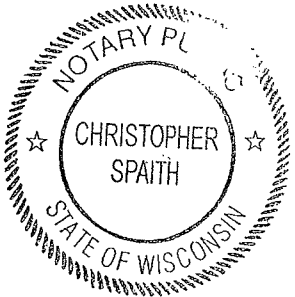
SECTION E: BIDDERS ACKNOWLEDGEMENT

BLACKHAWK PARK SHELTER INSTALLATION  
CONTRACT NO. 7136

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 0 through 0 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Madison Commercial Landscaper (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; a partnership consisting of mile A&L; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]  
 \_\_\_\_\_  
 SIGNATURE  
Manager  
 \_\_\_\_\_  
 TITLE, IF ANY



Sworn and subscribed to before me this  
9 day of August, 2013.  
Christopher Spait  
 \_\_\_\_\_

(Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 11/20/2016

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

# SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

## BLACKHAWK PARK SHELTER INSTALLATION CONTRACT NO. 7136

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

### Disclosure of Ownership

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

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

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

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

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

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

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

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

Other Construction Business			
Not Applicable <input checked="" type="checkbox"/>			
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			
Signature of Authorized Officer		Date Signed	
<i>Nate Dambin</i>		7-9-13	
Name of Corporation, Partnership or Sole Proprietorship			
Madison Commercial Landscapes			
Street Address or P O Box	City	State	Zip Code
1271 Hwy MM <del>Madison</del>	OREGON	OR	53575

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

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



**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

Blackhawk Park Shelter Installation

Contract 7136

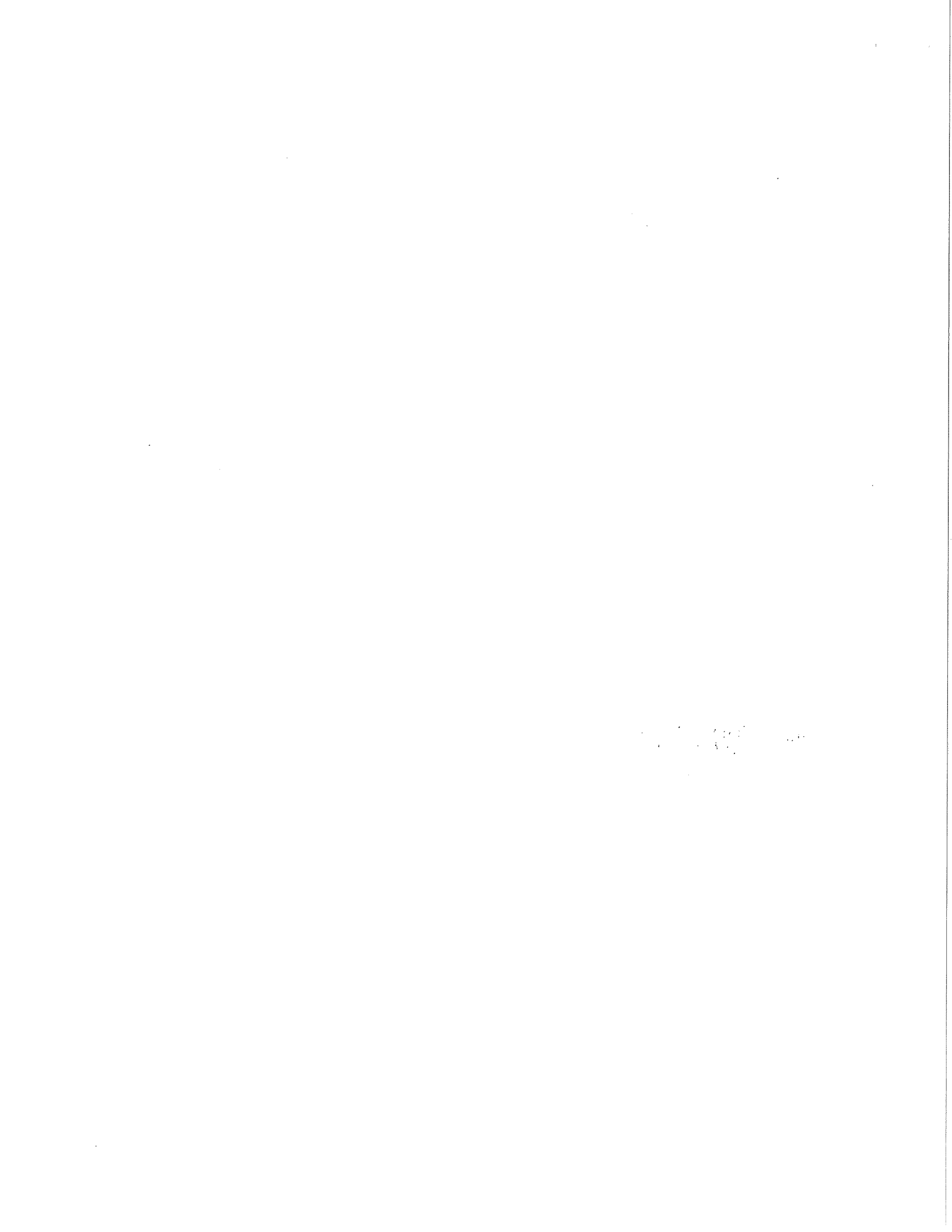
*Section B*

Item Code	Description	Quantity	Units	Unit Price	ITEM TOTAL
10911	MOBILIZATION	1	LS	\$ 4,500.00	\$ 4,500.00
20101	EXCAVATION CUT	36.2	CY	\$ 18.00	\$ 651.60
20217	CLEAR STONE	5	TON	\$ 20.00	\$ 100.00
20303	SAWCUT BITUMINOUS PAVEMENT	42.5	LF	\$ 3.50	\$ 148.75
20701	TERRACE SEEDING	1,182.50	SY	\$ 2.10	\$ 2,483.25
21010	CONSTRUCTION ENTRANCE	1	EACH	\$ 350.00	\$ 350.00
21024	SILT SOCK (12 INCH) COMPLETE	400	LF	\$ 7.00	\$ 2,800.00
30301	5 INCH CONCRETE SIDEWALK CRUSHED AGGREGATE BASE	1,528.50	SF	\$ 7.50	\$ 11,463.75
40102	COURSE GRADATION NO.2 3" DEPTH HMA PAVEMENT TYPE E-	15.2	TON	\$ 12.00	\$ 182.40
40201	0.3	5	TON	\$ 350.00	\$ 1,750.00
90000	CONSTRUCTION FENCE (PLASTIC)	465	LF	\$ 2.00	\$ 930.00
90001	DRILLED PIER FOOTINGS	8	EACH	\$ 1,100.00	\$ 8,800.00

	ACCEPT, DELIVER, AND				
90002	CONSTRUCT SHELTER	1	LS	\$ 12,000.00	\$ 12,000.00
	<b>TOTAL</b>				<b>\$ 46,159.75</b> ✓

*AMB*

Madison Commercial Landscapes  
 1871 hwy MM  
 Oregon, WI 53575  
 608-835-7700



**SECTION G: BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT Michael J Amble dba Madison Commercial Landscapes (~~an~~  
~~corporation of the State of~~ ) (individual), (~~partnership~~), hereinafter referred to as the  
"Principal") and WESTERN SURETY a corporation of the State of South Dakota (hereinafter referred to  
COMPANY 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:

**BLACKHAWK PARK SHELTER INSTALLATION  
CONTRACT NO. 7136**

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 Michael J Amble dba Madison Commercial Landscapes 8-9-13  
Principal \_\_\_\_\_ Date \_\_\_\_\_  
By: [Signature] \_\_\_\_\_

WESTERN SURETY COMPANY  
Name of Surety \_\_\_\_\_  
By: Patricia K. Wiancki August 9, 2013  
Patricia K. Wiancki, Attorney In Fact \_\_\_\_\_ Date \_\_\_\_\_

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2339271 for the year 2013, 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.

8-9-13 \_\_\_\_\_  
Date  
GREENE-NIESEN INSURANCE  
AGENCY, INC. \_\_\_\_\_  
Agent  
6810 UNIVERSITY AVE. \_\_\_\_\_  
Address  
MIDDLETON WI 53562 \_\_\_\_\_  
City, State and Zip Code  
608-831-3168 \_\_\_\_\_  
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61773303

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Patricia K Wiancki

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael J Amble dba Madison Commercial Landscapes

Obligee: City of MADISON

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

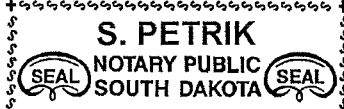
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 7th, 2013, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 9th day of August, 2013.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 9th day of August, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of August, 2013.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY

STATE OF Wisconsin  
COUNTY OF Dodge

(Attorney-in-Fact)

Bond No. 61773303

On this 8 day of August, 2013, before me, a notary public in and for said County, personally appeared Patricia K Wianecki

to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Patricia K Wianecki

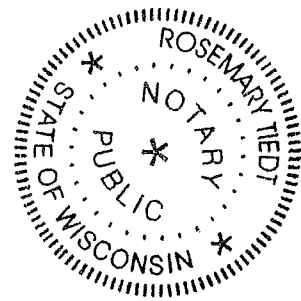
acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Reeseville, Wisconsin, the day and year last above written.

My commission expires 12-20-2013

Rosemary Juedt

Notary Public



## SECTION H: AGREEMENT

THIS AGREEMENT made this 4 day of September in the year Two Thousand and Thirteen between MADISON COMMERCIAL LANDSCAPES, 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 SEPTEMBER 3, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### BLACKHAWK PARK SHELTER INSTALLATION CONTRACT NO. 7136

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 FORTY-SIX THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$46,159.75) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Articles of Agreement Article I

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

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

#### Article VIII

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

#### Article IX

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



BLACKHAWK PARK SHELTER INSTALLATION  
CONTRACT NO. 7136

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:

MADISON COMMERCIAL LANDSCAPES

Company Name

Madelene R Schronk 9-4-13  
Witness Date

Michael John Amble 9-4-13  
President Date

Madelene R Schronk 9-4-13  
Witness Date

Michael John Amble 9-4-13  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
Finance Director

[Signature]  
City Attorney

Signed this 23<sup>rd</sup> day of September, 2013

[Signature]  
Witness

[Signature]  
Mayor Date

[Signature]  
Witness

[Signature] for 9/10/13  
City Clerk Date

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Michael J. Amble dba MADISON COMMERCIAL LANDSCAPES as principal, and WESTERN SURETY COMPANY

Company of Chicago, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY-SIX THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$46,159.75), 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:

BLACKHAWK PARK SHELTER INSTALLATION CONTRACT NO. 7136

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 4th day of September 2013

Countersigned: NOT NEEDED

Michael J. Amble dba MADISON COMMERCIAL LANDSCAPES Company Name (Principal)

Alane M. Bontelle Witness

Michael J. Amble 9-4-13 President Seal

Secretary

Approved as to form:

WESTERN SURETY COMPANY

Surety [ ] Salary Employee [ ] Commission



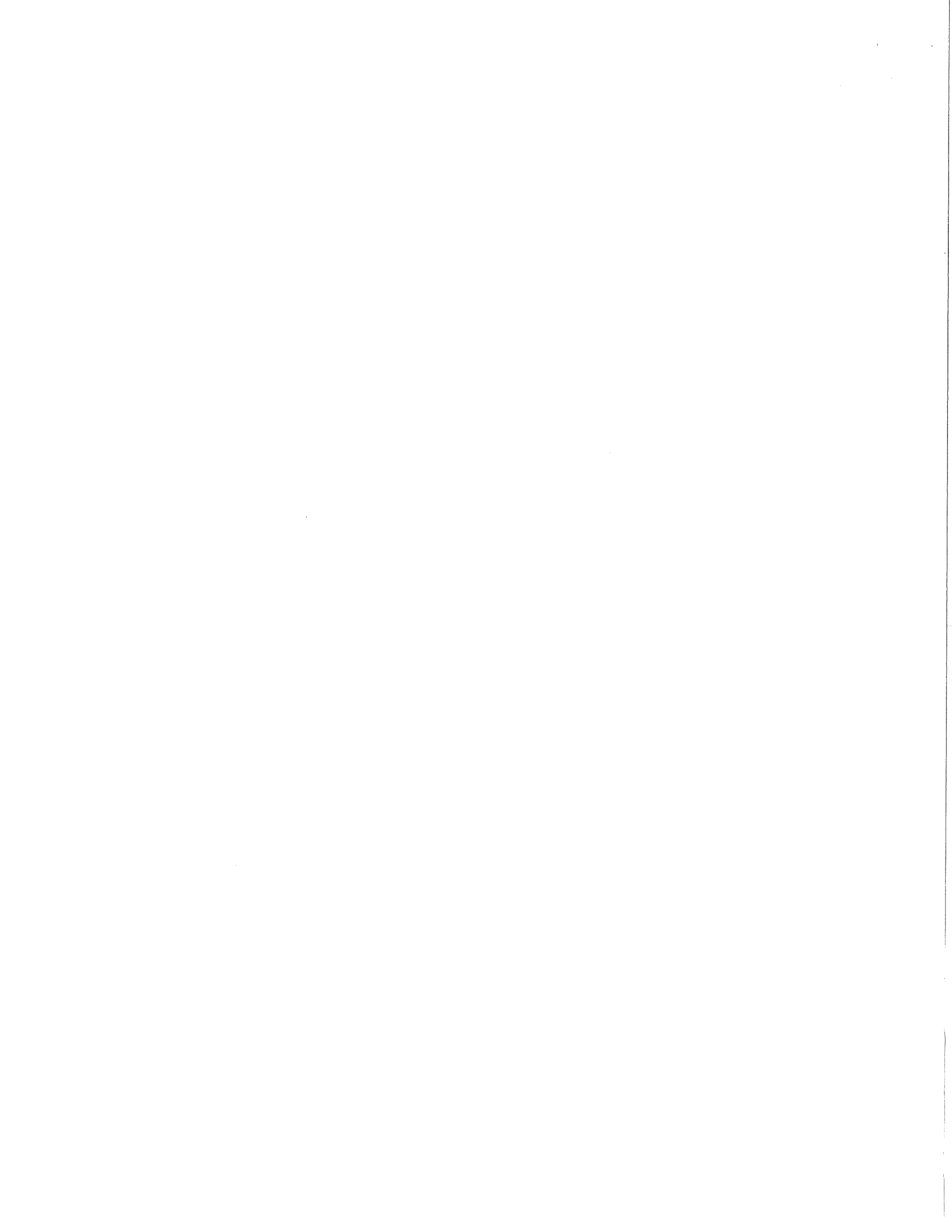
City Attorney

By Patricia K Wiannecki Attorney-in-Fact PATRICIA K WIANECKI

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2339271 for the year 2013 and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

9-4-13 Date

Patricia K Wiannecki Agent Signature



**ACKNOWLEDGMENT OF SURETY  
(Attorney-in-Fact)**

STATE OF Wisconsin  
COUNTY OF Dane } ss

Bond No. 71454157

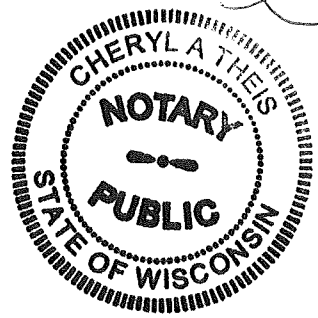
On this 3rd day of September, 2013, before me, a notary public in and for said County, personally appeared PATRICIA K WIANECKI to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said PATRICIA K WIANECKI acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Middleton Wisconsin, the day and year last above written.

My commission expires 9-13, 2015

*Cheryl A. This*

Notary Public





# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71454157

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint PATRICIA K WIANECKI

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael J. Amble dba Madison Commercial Landscapes

Obligee: City of Madison

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 1, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 4th day of September, 2013.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 4th day of September, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

*S. Petrik*  
Notary Public - South Dakota

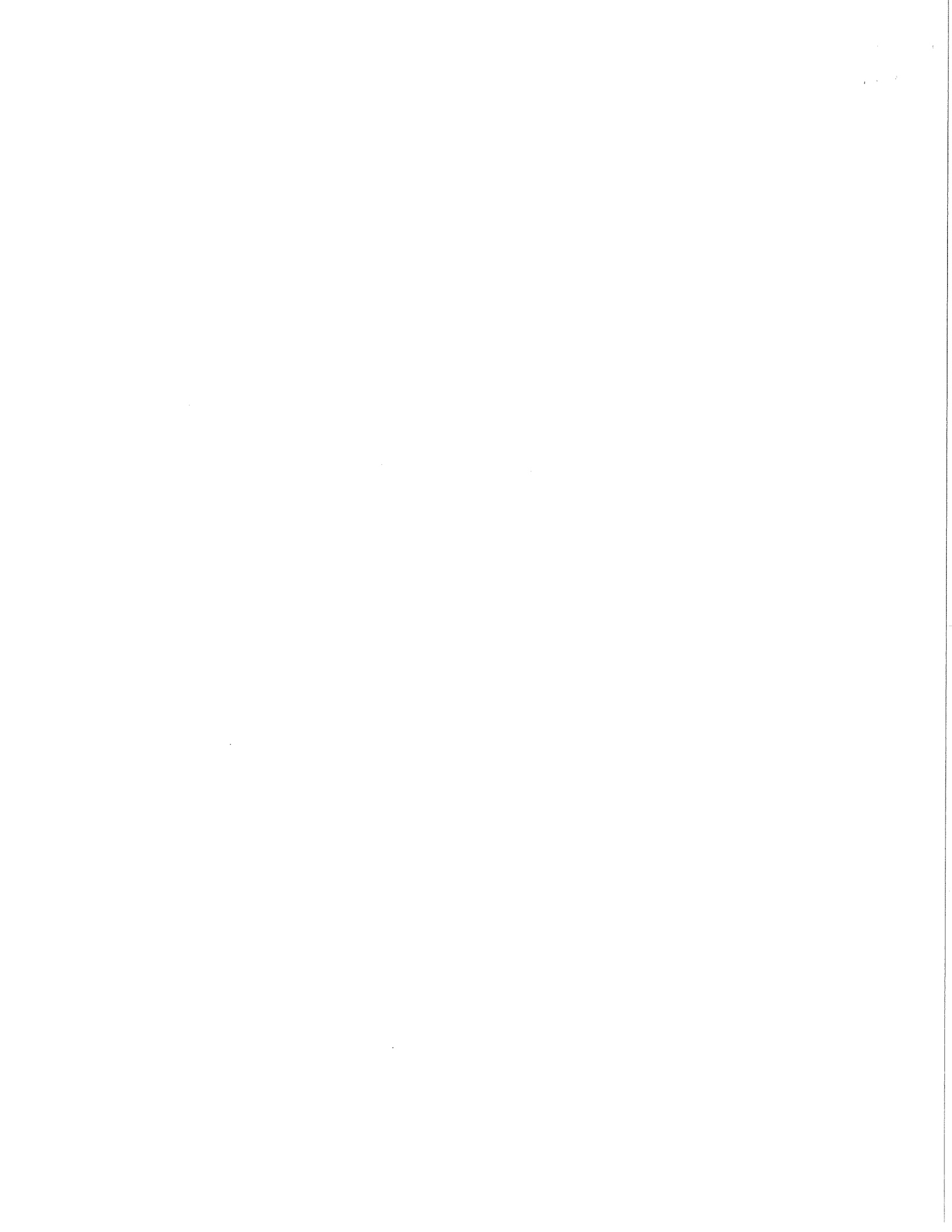
I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of September, 2013.

WESTERN SURETY COMPANY

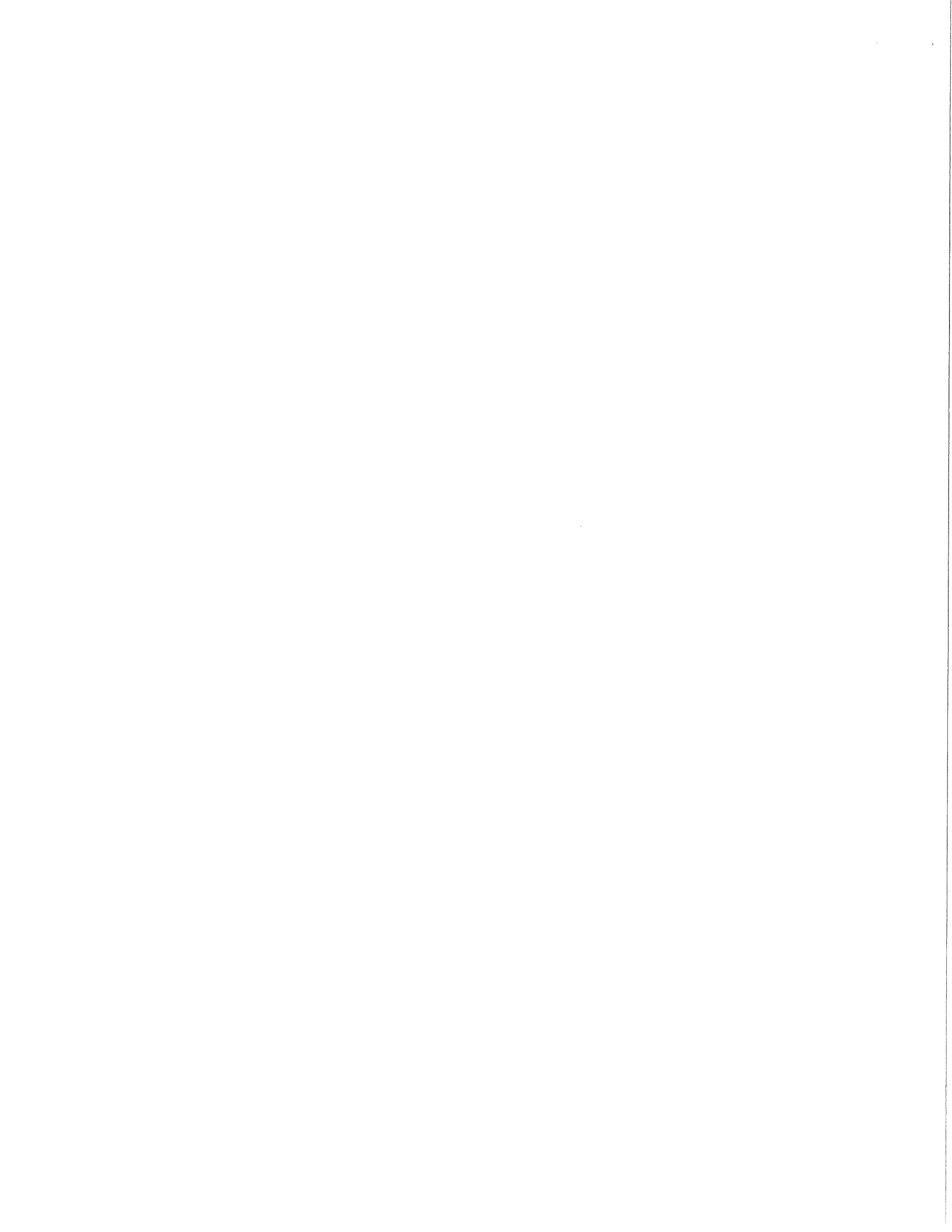
*Paul T. Bruflat*

Paul T. Bruflat, Vice President





**SECTION J: PREVAILING WAGE RATES**



**PREVAILING WAGE RATE DETERMINATION**

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

**DETERMINATION NUMBER:** 201300080

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

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

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MADISON-ENGINEERING

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	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.
<b>DOT PREMIUM:</b>	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.
<b>APPRENTICES:</b>	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.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

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

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

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

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

**TRUCK DRIVERS**

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

**LABORERS**

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

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

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

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



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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

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

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

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

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

**LABORERS**

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

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

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

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

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

<b>AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION</b>
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Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

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**SKILLED TRADES**

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



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

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

## LABORERS

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.22	19.90	54.12
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):</p>	33.96	19.90	53.86

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

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
541	<p>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 &amp;/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	35.22	19.90	55.12
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.72	19.90	54.62



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.22	19.90	54.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	33.96	19.90	53.86

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

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

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

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p>	32.39	18.46	50.85
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; 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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	33.67	19.55	53.22
555	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

<b>RESIDENTIAL OR AGRICULTURAL CONSTRUCTION</b>
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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.

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**SKILLED TRADES**

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

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

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	19.80	7.22	27.02
302	Asbestos Abatement Worker	18.00	6.24	24.24
303	Landscaper	13.15	6.51	19.66

**Fringe Benefits Must Be Paid On All Hours Worked**

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

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

**Fringe Benefits Must Be Paid On All Hours Worked**

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

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

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

Friday, September 6, 2013

WIANECKI, PATRICIA K  
REESEVILLE WI

Year of Birth: 1966  
Status: Active  
License Number: 2339271  
NPN\*\*: 6512852  
Effective Date: 02-23-1995  
Expiration Date: 01-31-2015  
License Type: Resident Intermediary Indv  
CE Compliance: 01-31-2015

**Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	03-09-1995	Active
Property	Resident	03-09-1995	Active
Accident & Health	Resident	02-23-1995	Active
Life	Resident	02-23-1995	Active

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
21st Century National Insurance Company	CAS/Inactive	03-28-2006	08-02-2010	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-28-2006	08-02-2010	Vol. Surrender per Agent Rqst
ACUITY, A Mutual Insurance Company	AH/Inactive	10-15-1999	04-16-2002	Canceled
	CAS/Active	10-15-1999		
	PROP/Active	10-15-1999		
Allstate Vehicle and Property Insurance Company	CAS/Inactive	07-01-2002	07-24-2008	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-01-2002	07-24-2008	Vol. Surrender per Agent Rqst
American Casualty Company of Reading, Pennsylvania	AH/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-23-1999	03-30-2001	Vol. Surrender per Agent Rqst
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008		
	PROP/Active	01-15-2008		
Auto-Owners Insurance Company	CAS/Active	04-11-2008		
	PROP/Active	04-11-2008		

