

Contract Routing Form

ROUTING: Routine

printed on: 09/06/2013

Contract between: A & A Painting
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Madison Water Utility Unit Well 26 Reservoir Repairs

Contract No.: 7170
Enactment No.: RES-13-00679
Dollar Amount: 124,000.00

File No.: 31167
Enactment Date: 09/05/2013

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|----------------|-------------|
| City Clerk | 9.6.13 | 9-6-13 |
| Director of Civil Rights | 9-8-13 | 9-16-13 |
| Risk Manager | 09-16-2013 | 9/16/13 REJ |
| Finance Director | 9-16-13 | 9-16-13 PW |
| City Attorney | 1369 9-17-13 | 9-19-13 |
| Mayor | 9-19-13 | 9-19-13 |

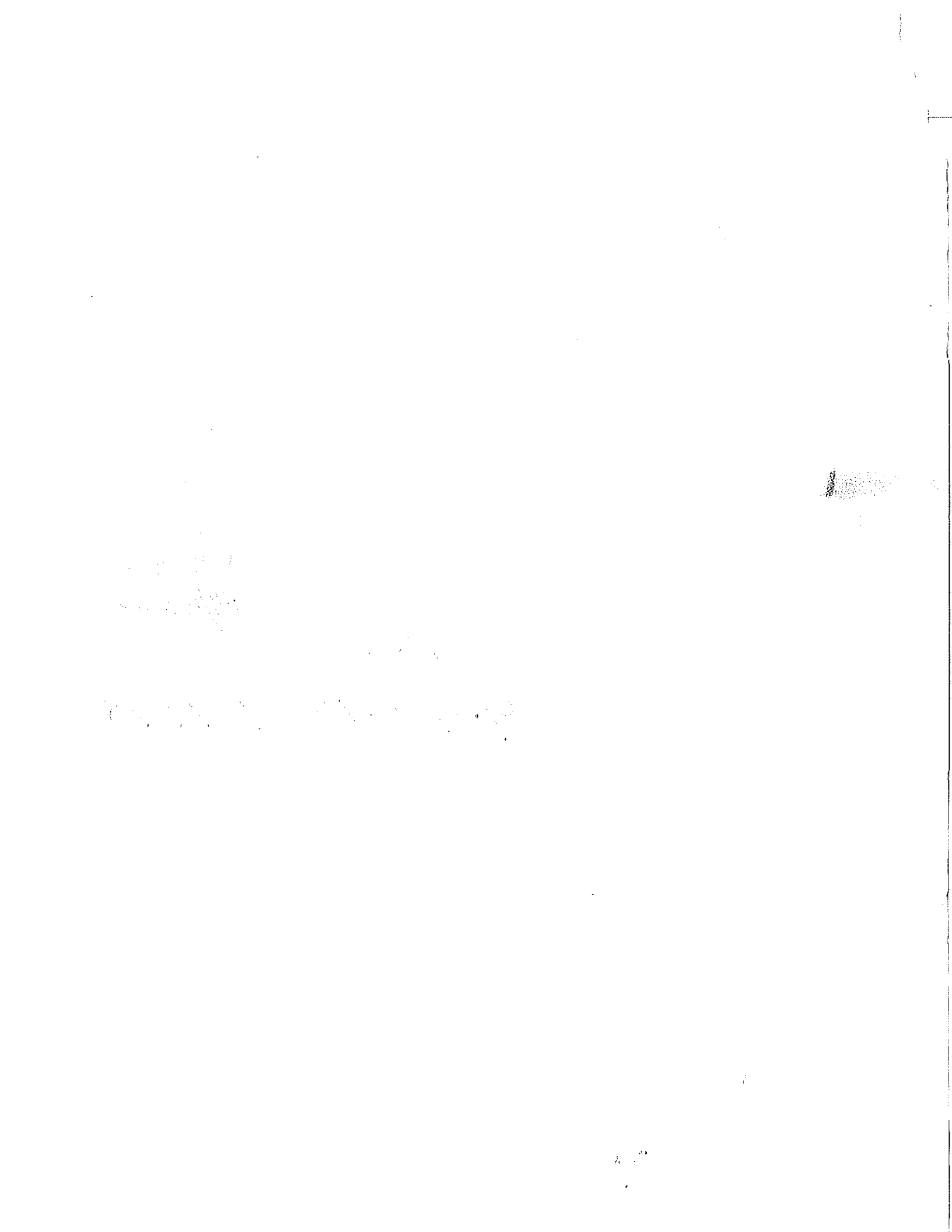
Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

PO# 81537170

Original + 2 Copies

09/06/2013 10:49:23 enjap - Dennis Cawley - 266-4651

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





City of Madison

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

Master

File Number: 31167

| | | |
|---|-----------------------|----------------------------------|
| File ID: 31167 | File Type: Resolution | Status: Passed |
| Version: 1 | Reference: | Controlling Body: COMMON COUNCIL |
| Lead Referral: BOARD OF PUBLIC WORKS | Cost: | File Created Date : 08/06/2013 |
| File Name: Awarding Public Works Contract No. 7170, Madison Water Utility Unit Well 26 Reservoir Repairs. | | Final Action: 09/03/2013 |

Title: Awarding Public Works Contract No. 7170, Madison Water Utility Unit Well 26 Reservoir Repairs.

Notes: Dennis C. - Water Utility

CC Agenda Date: 09/03/2013

Agenda Number: 80.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 09/05/2013

Attachments: Cont 7170.pdf

Enactment Number: RES-13-00679

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

| Version: | 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 | |
| | Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 8/21/2013 | | | | | | |
| | Notes: | | | | | | |
| 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 Skidmore, seconded by Branson, 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 |
|---|----------------|------------|---|------|

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

Notes:

Text of Legislative File 31167

Fiscal Note

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

Title

Awarding Public Works Contract No. 7170, Madison Water Utility Unit Well 26 Reservoir Repairs.

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. 7170) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7170
MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS

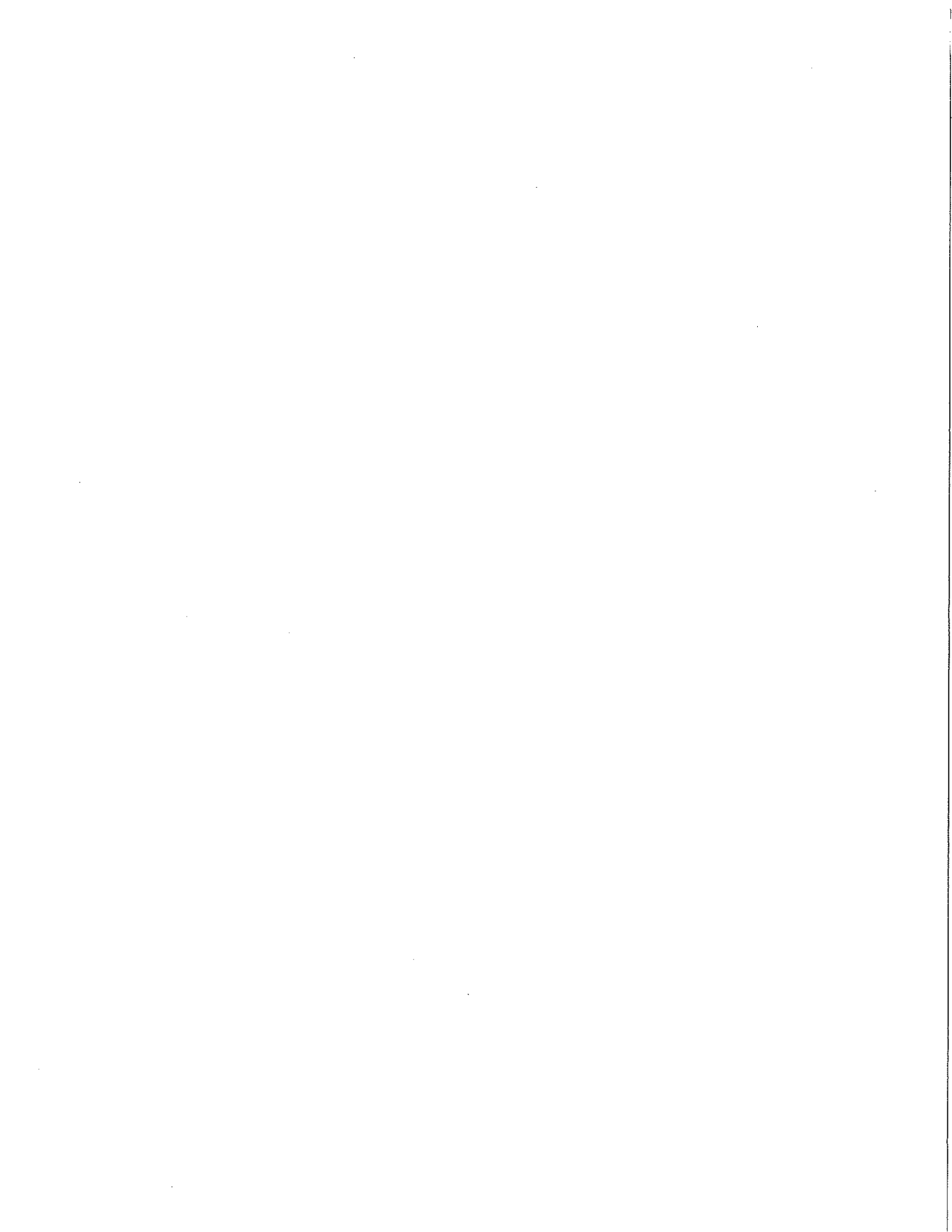
A & A PAINTING \$124,000.00

Acct. No. EW01-54301-640000
Contingency 8%±

\$124,000.00
9,920.00

GRAND TOTAL

\$133,920.00



\$124,000.00
FILE

BID OF A & A PAINTING

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS

CONTRACT NO. 7170

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

<https://bidexpress.com/login>

MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS

CONTRACT NO. 7170

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1

SECTION B: PROPOSAL SECTION.....B-1

SECTION C: SMALL BUSINESS ENTERPRISE.....C-1

SECTION D: SPECIAL PROVISIONS.....D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENT.....E-1

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING.....F-1

SECTION G: BID BOND.....G-1

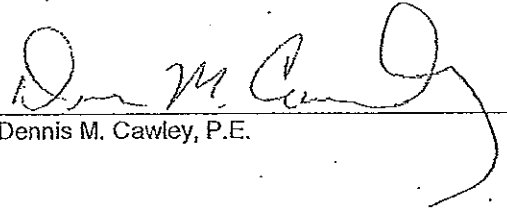
SECTION H: AGREEMENT.....H-1

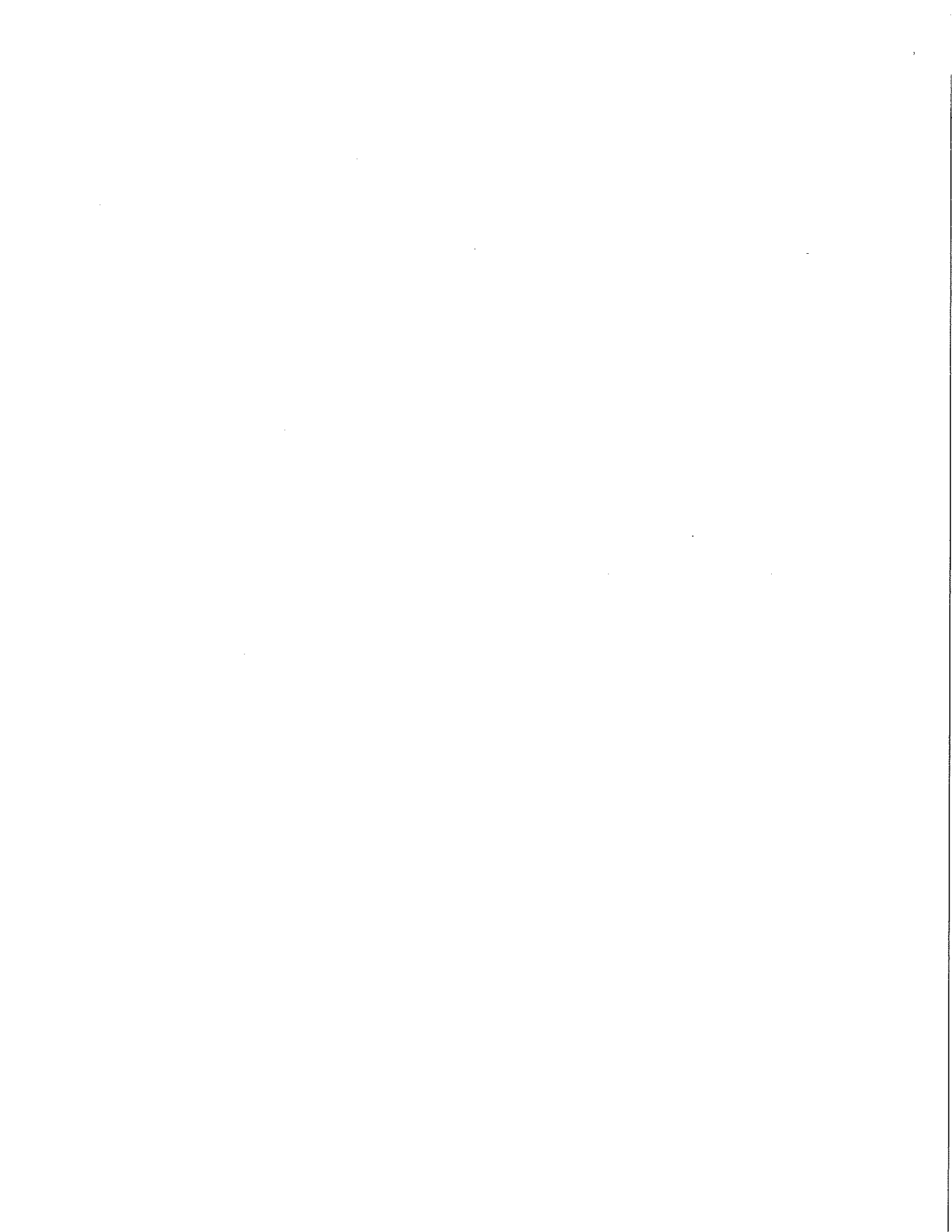
SECTION I: PAYMENT AND PERFORMANCE BOND.....I-1

SECTION J: PREVAILING WAGE RATES.....J-1

This Proposal, and Agreement have
been prepared by:

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


Dennis M. Cawley, P.E.



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: | MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS |
| CONTRACT NO.: | 7170 |
| SBE GOAL | 15% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | 8/2/2013 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M.) | 8/2/2013 |
| BID SUBMISSION (1:00 P.M.) | 8/9/2013 |
| BID OPEN (1:30 P.M.) | 8/9/2013 |
| PUBLISHED IN WSJ | 7/26/2013 & 8/02/2013 |

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

THE BID OPENING is at 1600 EMIL ST., MADISON, WI53713.

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

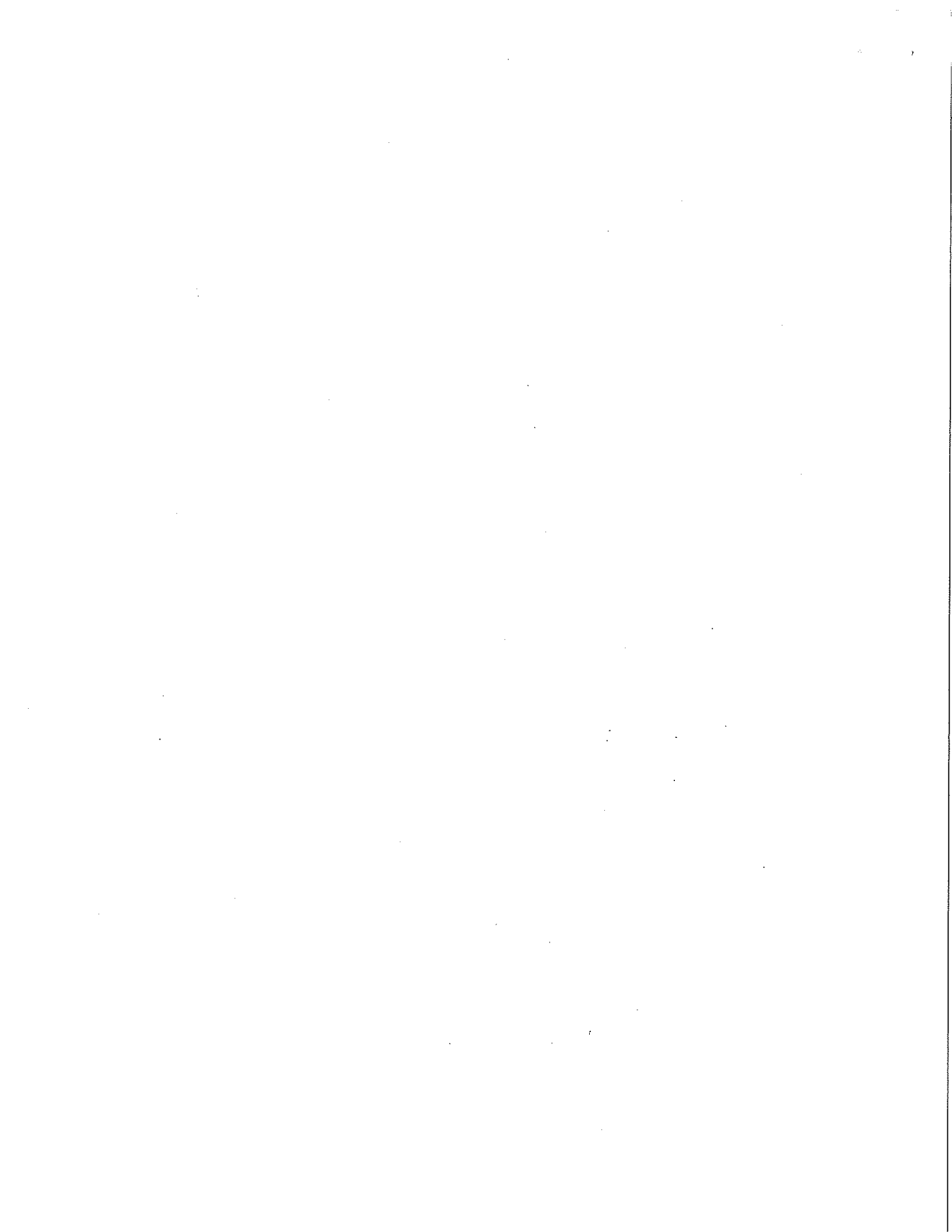
Building Construction

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

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

State of Wisconsin Certifications

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



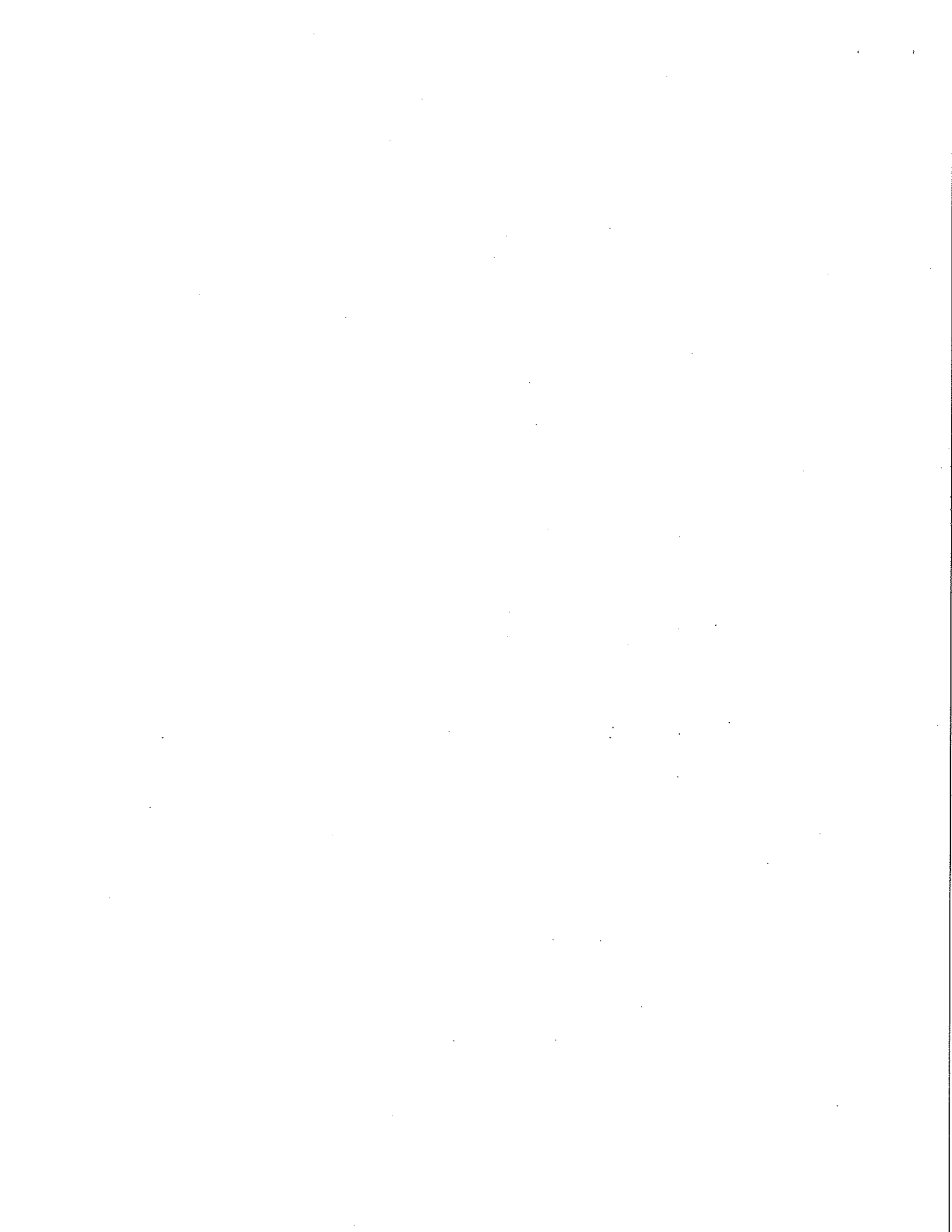
SECTION B: PROPOSAL

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

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

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

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



SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

shall be deemed non-responsible and the bidder ineligible for award of this contract.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the City Engineer and received within 72 hours of City of Madison's notice. Postmark not applicable.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

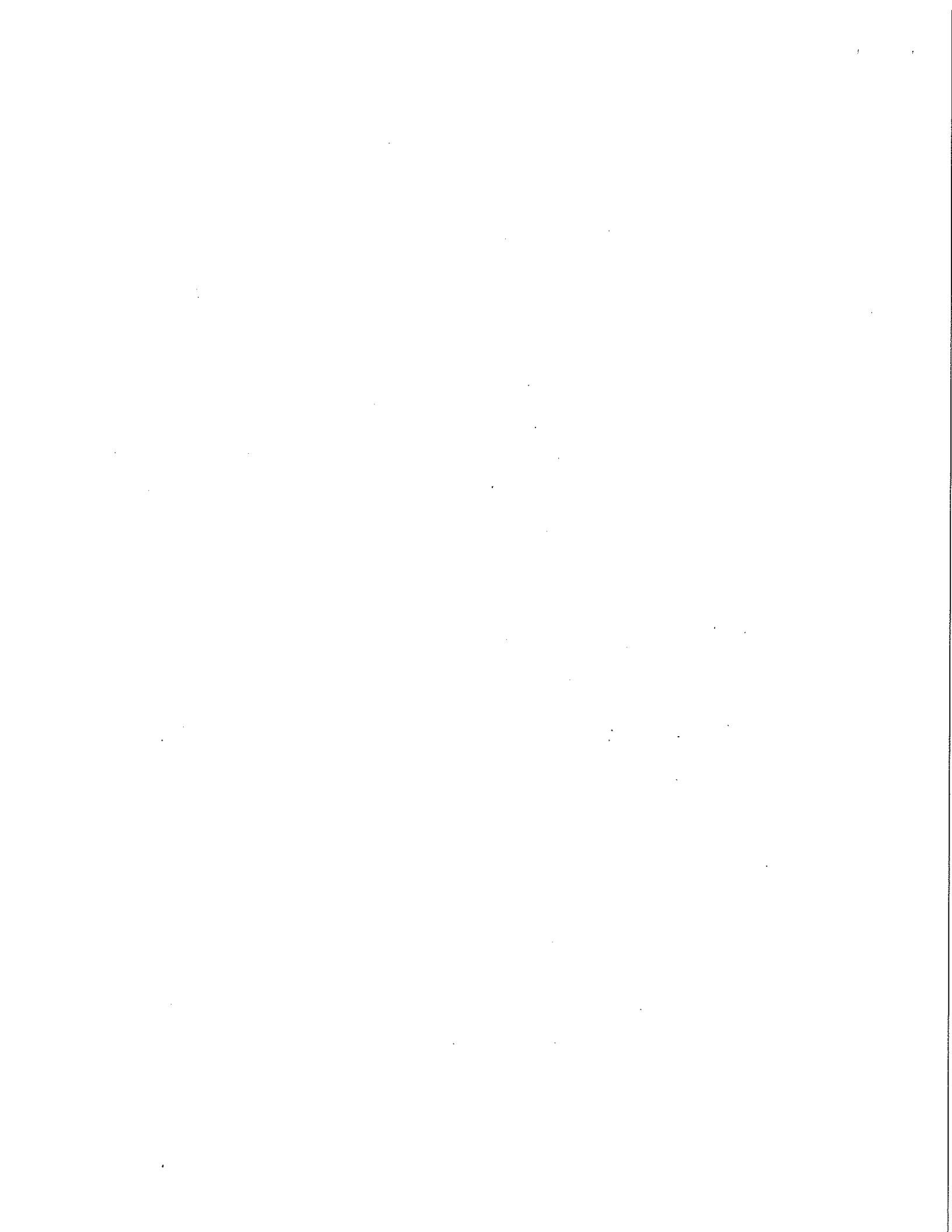
2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.



SECTION D: SPECIAL PROVISIONS

MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS

CONTRACT NO. 7170

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 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

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

The City will effect and maintain, Builder's Risk Insurance on a replacement cost basis in an amount equal to the estimated project cost. Coverage includes the building as well as materials stored on the site to be incorporated in the building, including form work in place, form lumber on site, temporary structures, equipment and supplies incidental to the construction of the building. The City's Builders Risk coverage is

written on a per building basis and contains a \$25,000 per occurrence deductible. If a loss under the City's Builders Risk policy is caused by the negligence of the Contractor or its Subcontractor(s), the Contractor will be responsible for paying the City's \$25,000 deductible. The City Engineer has the authority to withhold such deductible from payments due to Contractor. In addition, City Engineer, in his/her sole authority, will determine whether the Contractor was negligent in causing the loss and therefore is responsible for the City's deductible.

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

WELL 26 EXTERIOR CLEANING & COATING

PART 1 GENERAL

1.1 SUMMARY

A. Work Includes

1. Clean, repair, and repaint 4,000,000 gallon ground level drinking water concrete reservoir at Unit Well 26 without taking the tank out of service.
2. Clean, repair, and repaint the existing Well 26 Pumping Station concrete and brick building without taking it out of service.
3. Water blast clean the exterior concrete surface of the dome, the dome ring, and the exposed tank wall.
4. Perform any remedial work required on the tank wall and dome to provide a sound surface for the application of a water-resistant coating.
5. Apply two coats of a non-cementitious 100% acrylic coating to the exterior surface of the dome, the dome ring and the tank wall.
6. Remove, re-caulk and re-install center dome vent
7. Clean out and re-seal the pilaster joints.
8. Protect hatches, lights, security cameras and all other appurtenances from damage throughout the painting operation.
9. Facility Location: 910 High Point Road, Madison, Wisconsin

1.3 REFERENCES

- A. ICRI 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymers Overlays.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for all proposed products, including surface preparation, application, and curing.
- B. Coating Color Chart
- C. Applicator's Project References: Submit list of completed project references.

- D. Warranty: Submit manufacturer's standard warranty. Provide a two year warranty on the repair and paint work.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store all materials in cool, dry conditions in the original unopened bags or cans, and in strict accordance with manufacturer's directions.
- B. Do not use materials that have been stored for periods longer than the manufacturer's recommended shelf life.

1.6 QUALITY ASSURANCE

Use personnel factory trained and experienced in the application of the specified coating a minimum of 2-years on projects of similar size and complexity.

Provide a list of completed projects including project name and location, name of engineer, name of coating manufacturer, and approximate quantity of coating applied.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Polyurethane Joint Sealant
 - 1. Dymonic as manufactured by Tremco, Beachwood, OH or approved equal.
- B. Exterior Tank Coating
 - 1. The basecoat and topcoat shall be TAMMSCOAT as manufactured by Euclid Chemical Company, or approved equal.
 - 2. Color shall be as selected by the Owner.
- C. Anti-Graffiti Coating
 - 1. Clear, two-component, acrylic polyurethane that contains UV block and is transparent graffiti-resistant barrier on concrete and masonry surfaces. Product shall be SWD Invisi-Shield Anti-Graffiti Clear by Sherwin Williams Company or approved equal.
 - 2. Anti-graffiti coating shall be applied to all existing brick surfaces.
 - 3. All surfaces to be coated shall be power washed to remove all contaminants and foreign debris. Apply one coat of HB150 15% silaxone solution by Sherwin Williams to weatherproof surfaces with coverage per manufacturer's recommendations. Then apply two sprayed coats of anti-graffiti coating in coverages and methods recommended by manufacturer.

PART 3 EXECUTION

- A. High Pressure Water Washing & Surface Preparation
 - 1. High-pressure wash exterior surfaces of dome, dome ring, and tank wall to remove all foreign matter, dust, dirt, laitance or other surface contaminants. Minimum water pressure shall be 3,000 psi and the maximum water pressure shall be 7,000 psi.

2. After completion of the high pressure washing, low-pressure wash exterior surface as required with a 5% chlorine solution and thoroughly rinse with clean water to kill any algae, fungus or other surface contaminants.
 3. Restore exterior wall and dome surface, as required, with high strength patching material to provide a sound surface for the application of the exterior tank coating.
 4. Detail and fill any shrinkage cracks less than 1/16" with Tammscoat manufactured by Euclid Chemical by working the material into the crack with a brush.
 5. Detail any shrinkage cracks great than 1/16" with Dymonic manufactured by Tremco with conventional caulking equipment and striking the material flush with the surrounding surface. Crack detailing products can be applied over the existing coating
- B. Mixing and Application of Exterior Tank Coating
1. Mix and apply the coating in strict accordance with the manufacturer's directions.
 2. Do not apply coating when the temperature is below 45°F, or when the temperature is expected to fall below 45°F within 24 hours after completing application.
- C. Pilaster and Building Brick Repair
1. Clean out existing pilaster joints by removing the existing caulking and backer rod and pressure wash as required to remove all foreign matter and surface contaminants.
 2. Inspect building brick and repair as necessary.
 3. Install new joint sealant and backer rod to seal the pilaster joints.
 4. Apply anti-graffiti coating to the brick on the building and the reservoir.

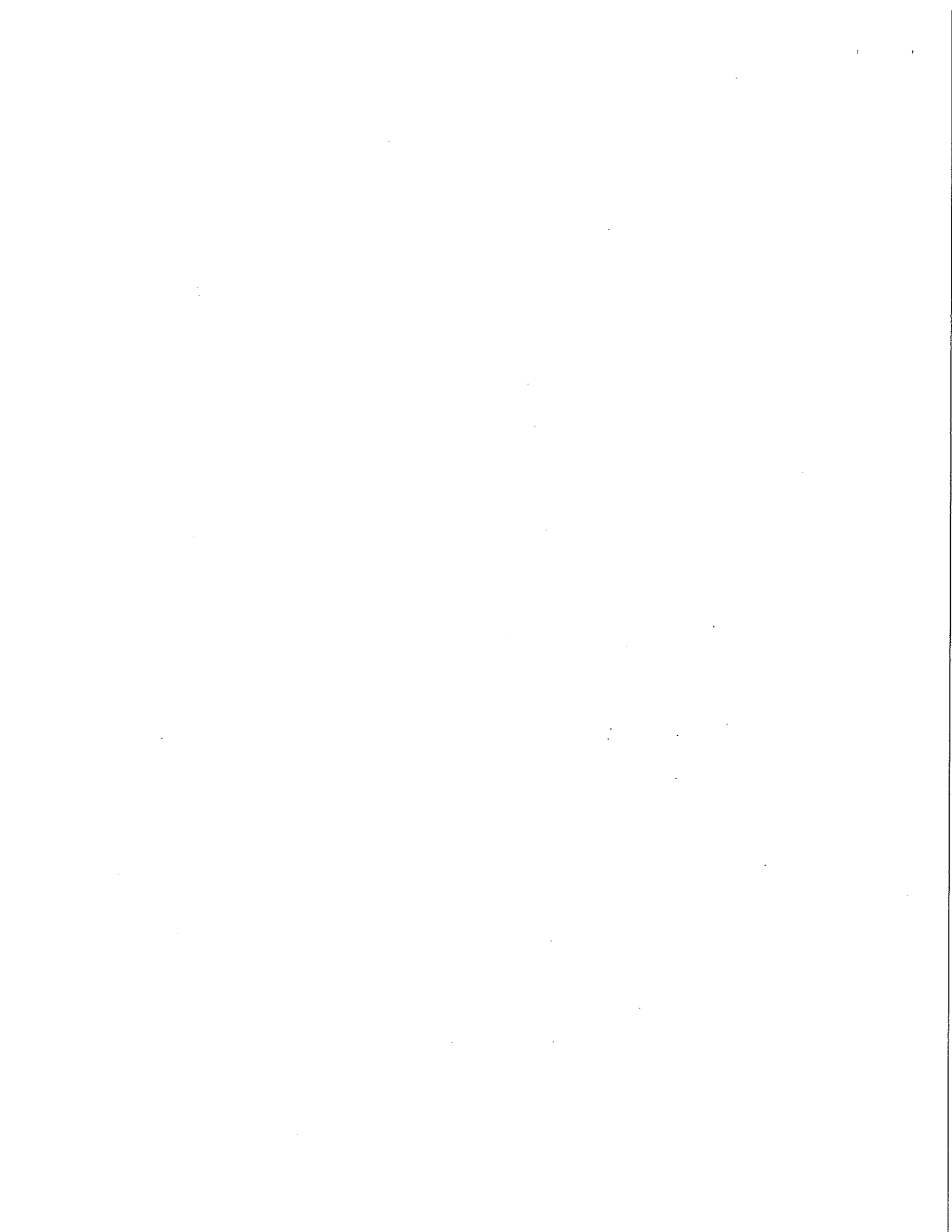
PART 4 BASIS OF PAYMENT

4.1 MEASUREMENT PROCEDURES FOR EXTERIOR COATING

- A. Payment shall be based on the lump sum bid amounts.

PART 5 TIME OF COMPLETION

- A. The Contractor shall complete all work within 40 work days of the notice to proceed.



SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE UNIT WELL 26 RESERVOIR REPAIRS

CONTRACT NO. 7170.

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.

- 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. _____ through _____ 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)
- 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.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin, or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of A & A Painting (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as A & A PAINTING; of the City of CAMPBELL State of OHIO; 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.

Harriet D. Reingo
SIGNATURE

OWNER
TITLE, IF ANY

Sworn and subscribed to before me this 8th day of July, 2013.

Lorraine H. Federovitch
(Notary Public or other officer authorized to administer oaths)

My Commission Expires April 18, 2016

Bidders shall not add any conditions or qualifying statements to the



LORRAINE H. FEDEROVITCH
Notary Public, State of Ohio
My Comm. Expires April 18, 2016

7170 -- A & A Painting

Section F: Disclosure of Ownership and BVC

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

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Best Value Contracting

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

General Laborer

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC
INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)

- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)

- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

BID TITLE
CONTRACT NO. CONTRACT NUMBER

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

Company: A & A Painting

Address: 74 Creed Circle

Telephone Number: 330-750-0637 Fax Number: 330-750-0637

Contact Person/Title: Alan DiRienzo - Office Manager

Prime Bidder Certification

I, Harriet DiRienzo, Owner of

Name Title

A & A Painting certify that the information

Company

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Alan J. DiRienzo
Witness' Signature

Harriet DiRienzo
Bidder's Signature

08/08/2013
Date

BID TITLE
 CONTRACT NO. CONTRACT NUMBER

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|-----------------------------------|-----------------------|
| B & B Quality Building | Pilaster Repairs and Masonry Work | 36.8 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u>36.8 %</u> |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|-----------------------|-----------------------|
| none | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | _____ % x 0.6 = _____ | % (discounted to 60%) |

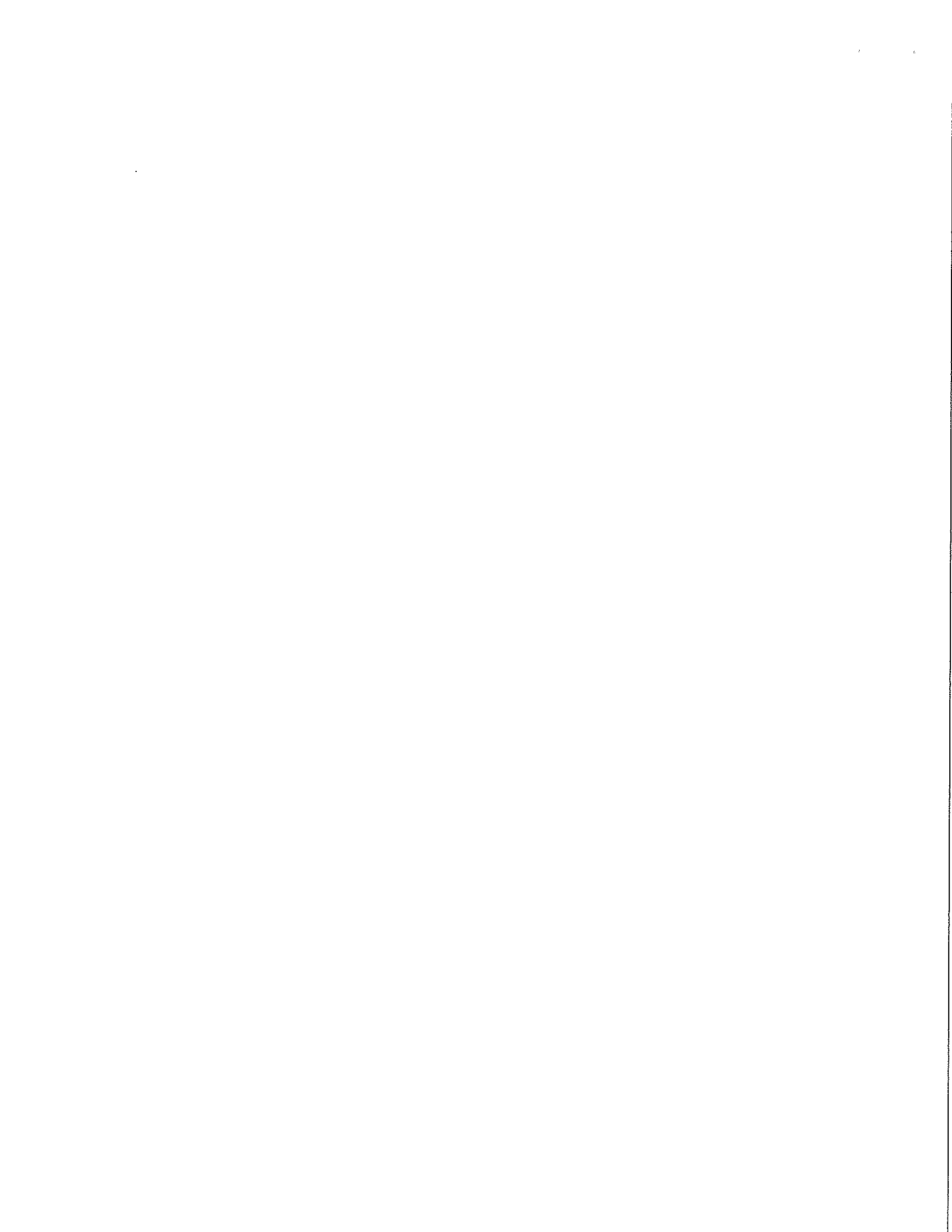
Total Percentage of SBE Utilization: 0 36.8 %.

7170 0 -A&A Painting

Section B: Proposal Page

\$124,000.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|-----------|---------------------------------|----------|-------|-------------|-------------|
| 1.0 | Exterior Cleaning and Recoating | 1.00 | LS | \$78,400.00 | \$78,400.00 |
| 2.0 | Exterior Pilaster Repairs | 1.00 | LS | \$45,600.00 | \$45,600.00 |
| 2 Items | | | | | |



SECTION G: BID BOND

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

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

UNIT WELL 26 RESERVOIR REPAIRS

CONTRACT NO. 7170

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 A E A Painting Aug 09, 2013
Principal Date

By: Harriet DiRienzo
Harriet DiRienzo - Owner

Travelers Casualty & Surety Company of America
Name of Surety
By: Alvin L. Miller, Jr. Aug 09, 2013
Alvin L. Miller, Jr., Attorney in Fact Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2355826 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.

Aug 09, 2013 Alvin A. Miller, Jr.
Date Agent
3744 Starr Centre Dr.
Address
Canfield, Ohio 44406
City, State and Zip Code
330-533-1195
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.



SECRET

SECRET



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224169

Certificate No. 004613836

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Alvin A. Miller, Jr., Kelly M. Tomko, Richard M. Wisnoskey, Kelly D. Davis, Keith Miller, Jill Ross, Mark A. Zeidenstein, and Jim Klingensmith

of the City of Canfield, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 31st day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9TH day of AUG, 20 13


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2012

CAPITAL STOCK \$ 8,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|------------------|---|------------------|
| CASH AND INVESTED CASH | \$ 65,814,903 | UNEARNED PREMIUMS | \$ 785,711,895 |
| BONDS | 3,754,152,718 | LOSSES | 844,558,984 |
| INVESTMENT INCOME DUE AND ACCRUED | 60,620,355 | REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES | 2,316,710 |
| OTHER INVESTED ASSETS | 243,572,491 | LOSS ADJUSTMENT EXPENSES | 659,884,307 |
| PREMIUM BALANCES | 168,368,384 | COMMISSIONS | 21,978,768 |
| NET DEFERRED TAX ASSET | 67,278,574 | TAXES, LICENSES AND FEES | 81,327,651 |
| REINSURANCE RECOVERABLE | 13,808,824 | OTHER EXPENSES | 22,883,597 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 5,705,078 | FUNDS HELD UNDER REINSURANCE TREATIES | 95,072,940 |
| RECEIVABLES FOR SECURITIES | 4,077,723 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 13,013,431 |
| UNDISTRIBUTED PAYMENTS | 4,331,281 | REMITTANCES AND ITEMS NOT ALLOCATED | 8,689,760 |
| OTHER ASSETS | 476,991 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 27,914,735 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 3,129,799 |
| | | POLICYHOLDER DIVIDENDS | 8,701,388 |
| | | PROVISION FOR REINSURANCE | 8,397,371 |
| | | PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES | 45,855,783 |
| | | PAYABLE FOR SECURITIES | 5,225,141 |
| | | PAYABLE FOR SECURITIES LENDING | 5,705,078 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | (40,844,160) |
| | | ESCHEAT LIABILITY | 521,944 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 726,085 |
| | | TOTAL LIABILITIES | \$ 2,578,874,900 |
| | | | |
| | | CAPITAL STOCK | \$ 8,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,390,749,601 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 1,831,033,361 |
| | | | |
| TOTAL ASSETS | \$ 4,407,908,482 | TOTAL LIABILITIES & SURPLUS | \$ 4,407,908,482 |

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) ss.
 CITY OF HARTFORD)

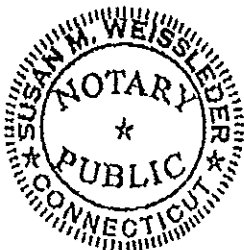
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2012.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 20TH DAY OF AUGUST, 2012



SECTION H: AGREEMENT

THIS AGREEMENT made this 4 day of September in the year Two Thousand and Thirteen between A & A PAINTING 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:

MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS CONTRACT NO. 7170

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 ONE HUNDRED TWENTY-FOUR THOUSAND (\$124,000.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor 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.

MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS
CONTRACT NO. 7170

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:

A & A PAINTING

Company Name

[Signature] 09/04/2013
Witness Date

[Signature] 09/04/2013
President Date

[Signature] 09/04/2013
Witness Date

[Signature] 09/04/2013
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 10th day of September, 2013

[Signature]
Witness

[Signature] 9-6-13
Mayor Date

[Signature]
Witness

[Signature] 9-6-13
City Clerk Date

Handwritten text, possibly a signature or name, written in cursive script.

Handwritten text, possibly a signature or name, written in cursive script.

SECTION 1: PAYMENT AND PERFORMANCE BOND

Bond #105955741

KNOW ALL MEN BY THESE PRESENTS, that we A & A PAINTING as principal, and
Travelers Casualty & Surety Company of America

Company of Independence, Ohio as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of ONE HUNDRED TWENTY-FOUR THOUSAND (\$124,000.00) Dollars,
lawful money of the United States, for the payment of which sum to the City of Madison, we hereby
bind ourselves and our respective executors and administrators firmly by these presents.

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

MADISON WATER UTILITY UNIT WELL 26 RESERVOIR REPAIRS
CONTRACT NO. 7170

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:

A & A PAINTING
Company Name (Principal)

[Signature]
Witness

[Signature]
President Seal

[Signature]
Secretary

Approved as to form:

Travelers Casualty & Surety Company of America
Surety Seal

[Signature]
City Attorney

Salary Employee Commission
By [Signature]
Attorney-in-Fact Alvin A. Miller, Jr.

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. 2355826 for the year 20 13, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

September 4, 2013
Date

[Signature]
Agent Signature Alvin A. Miller, Jr.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224863

Certificate No. 005491935

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Alvin A. Miller, Jr., Kelly M. Tomko, Richard M. Wisnoskey, Kelly D. Davis, Keith Miller, Jill R. Chambers, Mark A. Zeidenstein, and Jim Klingensmith

of the City of Canfield, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of September, 2013.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2012

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|-------------------------|---|-------------------------|
| CASH AND INVESTED CASH | \$ 66,614,983 | UNEARNED PREMIUMS | \$ 785,711,895 |
| BONDS | 3,754,152,718 | LOSSES | 944,559,984 |
| INVESTMENT INCOME DUE AND ACCRUED | 50,620,355 | REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES | 2,315,710 |
| OTHER INVESTED ASSETS | 243,572,491 | LOSS ADJUSTMENT EXPENSES | 559,884,307 |
| PREMIUM BALANCES | 198,388,384 | COMMISSIONS | 21,978,766 |
| NET DEFERRED TAX ASSET | 87,279,574 | TAXES, LICENSES AND FEES | 61,327,651 |
| REINSURANCE RECOVERABLE | 13,808,924 | OTHER EXPENSES | 22,983,597 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 6,705,078 | FUNDS HELD UNDER REINSURANCE TREATIES | 95,072,940 |
| RECEIVABLES FOR SECURITIES | 4,077,723 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 13,013,431 |
| UNDISTRIBUTED PAYMENTS | 4,331,281 | REMITTANCES AND ITEMS NOT ALLOCATED | 8,699,760 |
| OTHER ASSETS | 478,591 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 27,914,735 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 3,129,799 |
| | | POLICYHOLDER DIVIDENDS | 6,701,388 |
| | | PROVISION FOR REINSURANCE | 6,397,371 |
| | | PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES | 45,855,798 |
| | | PAYABLE FOR SECURITIES | 5,225,141 |
| | | PAYABLE FOR SECURITIES LENDING | 5,705,078 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | (40,844,460) |
| | | ESCHEAT LIABILITY | 521,944 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 725,085 |
| | | TOTAL LIABILITIES | \$ 2,676,874,900 |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,390,749,801 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 1,831,033,561 |
| TOTAL ASSETS | \$ 4,407,908,462 | TOTAL LIABILITIES & SURPLUS | \$ 4,407,908,462 |

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) ss.
 CITY OF HARTFORD)

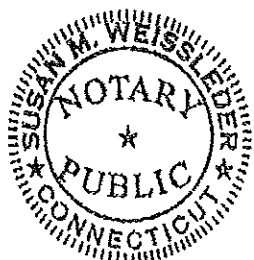
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2012.

Michael J. Doody
 SECOND VICE PRESIDENT

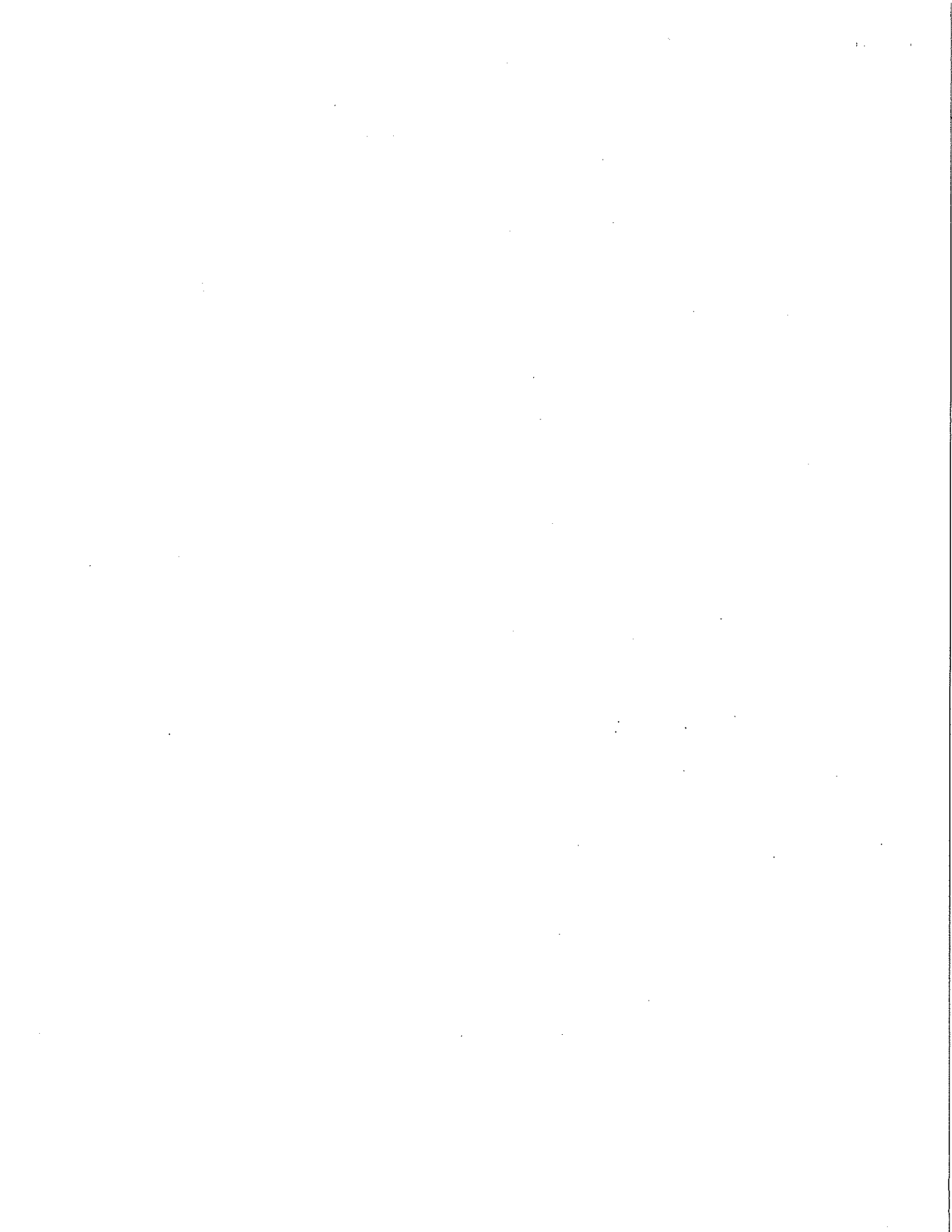
Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 20TH DAY OF AUGUST, 2012



SECTION J: PREVAILING WAGE RATES



PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

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

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

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

Fringe Benefits Must Be Paid On 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> \$ |
|-------------|---|---|---|--------------------|
| 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 |

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| SEWER, WATER OR TUNNEL CONSTRUCTION |
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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).

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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|---|
| AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION |
|---|

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

SKILLED TRADES

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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|--|
| 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).

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

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

LABORERS

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

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

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

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

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

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

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

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--------------------------------------|--------------------------------|------------------------------|-------|
| <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 |

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

TRUCK DRIVERS

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

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|----------------------------|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 301 | General Laborer | 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***

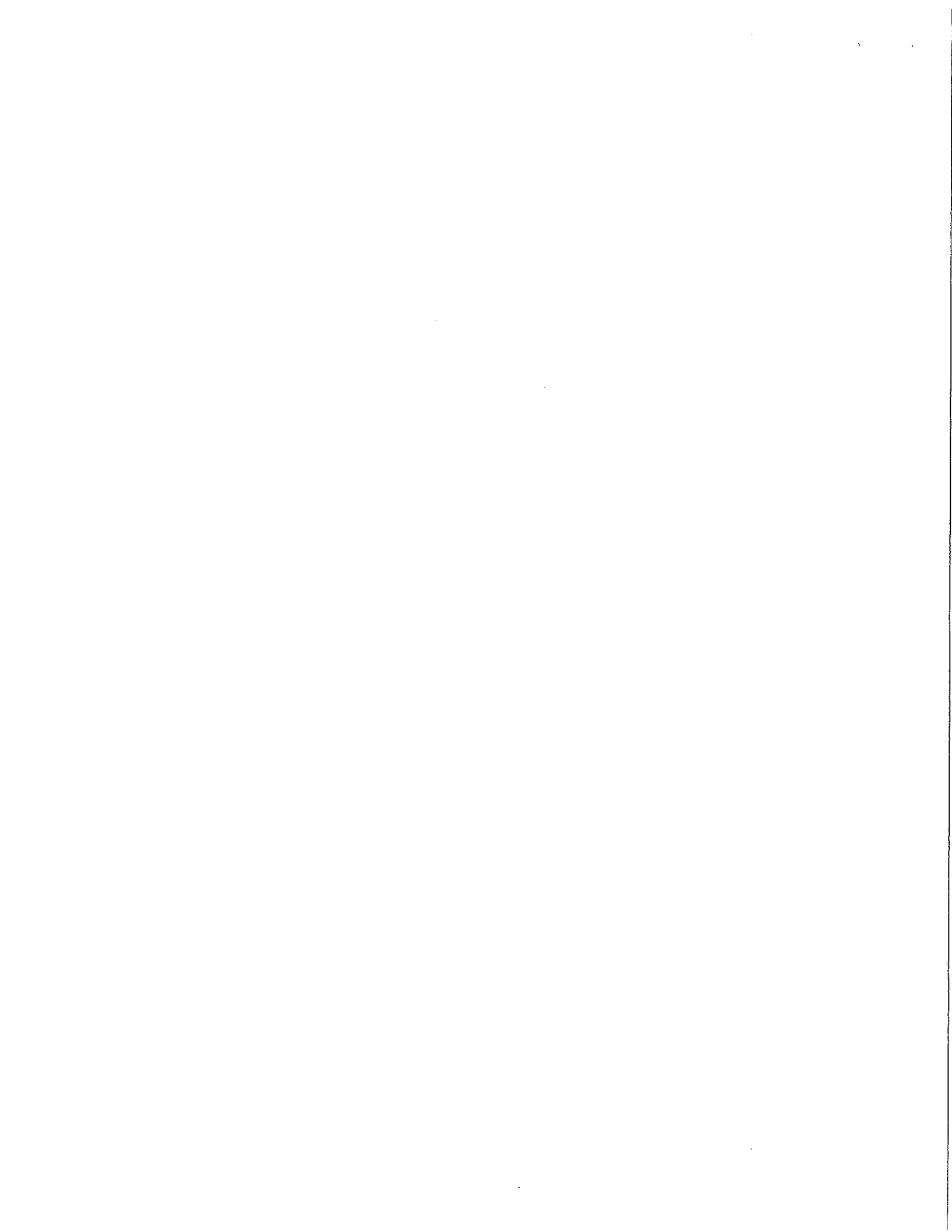
Wednesday, September 4, 2013

MILLER, ALVIN A
CANFIELD OH
 Year of Birth: 1950
 Status: Active
 License Number: 2355826
 NPN**: 534124
 Effective Date: 04-08-1997
 Expiration Date: 12-31-2013
 License Type: Non-Resident Intermediary Indv
 CE Compliance: N/A
Lines of Authority

| Line of Authority | Residency | Effective Date | Status |
|-------------------|--------------|----------------|--------|
| Property | Non-Resident | 04-11-1997 | Active |
| Casualty | Non-Resident | 04-11-1997 | Active |

Appointments and Terminations

| Company Name | Qualification Type/Status | Effective Date | Termination Date | Termination Reason |
|---|---------------------------|----------------|------------------|-------------------------------|
| American Contractors Indemnity Company | CAS/Active | 02-23-2005 | | |
| Developers Surety and Indemnity Company | CAS/Active | 07-02-2003 | | |
| | PROP/Active | 07-02-2003 | | |
| Encompass Indemnity Company | CAS/Active | 07-16-2003 | | |
| | PROP/Active | 07-16-2003 | | |
| Encompass Insurance Company of America | CAS/Active | 08-05-2003 | | |
| | PROP/Active | 08-05-2003 | | |
| Glens Falls Insurance Company, The | CAS/Inactive | 04-04-2002 | 10-21-2004 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 04-04-2002 | 10-21-2004 | Vol. Surrender per Agent Rqst |
| Kansas City Fire and Marine Insurance Company | CAS/Inactive | 04-04-2002 | 11-19-2004 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 04-04-2002 | 11-19-2004 | Vol. Surrender per Agent Rqst |
| Lincoln General Insurance Company | CAS/Inactive | 11-10-2005 | 03-21-2008 | Canceled |
| | PROP/Inactive | 11-10-2005 | 03-21-2008 | Canceled |
| Ohio Farmers | CAS/Active | 07-18-1997 | | |



| | | |
|--|-------------|------------|
| Insurance Company | PROP/Active | 07-18-1997 |
| ProCentury Insurance Company | CAS/Active | 01-20-2009 |
| Star Insurance Company | CAS/Active | 01-20-2009 |
| | PROP/Active | 01-20-2009 |
| Travelers Casualty and Surety Company of America | CAS/Active | 08-13-2013 |
| | PROP/Active | 08-13-2013 |
| West Bend Mutual Insurance Company | CAS/Active | 07-02-2007 |
| | PROP/Active | 07-02-2007 |
| Western Surety Company | CAS/Active | 09-12-2006 |

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

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

