

Contract Routing Form

ROUTING: Routine

printed on: 08/12/2013

Contract between: Payne & Dolan, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Cottage Grove Road Resurfacing

Contract No.: 6991
Enactment No.: RES-13-00625
Dollar Amount: 149,947.50

File No.: 30991
Enactment Date: 08/09/2013

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|---------------------|
| City Clerk | 8/12/13 | 8-14-13 |
| Director of Civil Rights | 8/15/13 | 8/22/13 [Signature] |
| Risk Manager | 8-23-13 | 8/23/13 RV |
| Finance Director | 8-23-13 | 8-22-13 PW |
| City Attorney | 1252 8-23-13 | 8-23-13 PAL |
| Mayor | Aug 23, 13 | 8/26/13 |

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

Original + 2 Copies

PO# 81536991

08/12/2013 14:58:41 enjls - Jim Wolfe, 266-4099

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

[Sign In](#)

[Legislative Information Center Home](#)
 [Legislation](#)
 [Meetings](#)
 [Common Council](#)
[Boards, Commissions and Committees](#)
 [Members](#)

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

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

File #: 30991 **Version:** 1 **Name:** Awarding Public Works Contract No. 6991, Cottage Grove Road Resurfacing.
Type: Resolution **Status:** Passed
File created: 7/17/2013 **In control:** [BOARD OF PUBLIC WORKS](#)
On agenda: 8/6/2013 **Final action:** 8/6/2013
Enactment date: 8/9/2013 **Enactment #:** RES-13-00625
Title: Awarding Public Works Contract No. 6991, Cottage Grove Road Resurfacing.
Sponsors: [BOARD OF PUBLIC WORKS](#)
Attachments: 1. [Cont 6991.pdf](#)

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

| 3 records | | Group | Export | | | |
|-----------|------|---------------------------------------|--|--------|--------------------------------|---------------|
| Date | Ver. | Action By | Action | Result | Action Details | Watch |
| 8/6/2013 | 1 | COMMON COUNCIL | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass | Action details | Not available |
| 7/24/2013 | 1 | BOARD OF PUBLIC WORKS | RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER | Pass | Action details | Not available |
| 7/17/2013 | 1 | Engineering Division | Refer | | Action details | Not available |

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 6991
COTTAGE GROVE ROAD RESURFACING

PAYNE & DOLAN, INC.

\$149,947.50

Acct. No. CS53-58250-810571-00-53W1477
Contingency 8%±
Plan & Prep 15%±

\$149,947.50
11,996.00
22,496.50

GRAND TOTAL

\$184,440.00

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

Monday, August 12, 2013

JENSEN, ROXANNE LYNN
GREEN BAY WI

Year of Birth: 1969
Status: Active
License Number: 2493807
NPN**: 9042226
Effective Date: 01-17-2007
Expiration Date: 02-28-2015
License Type: Resident Intermediary Indv
CE Compliance: 02-28-2015

Lines of Authority

| Line of Authority | Residency | Effective Date | Status |
|-------------------|-----------|----------------|--------|
| Casualty | Resident | 04-06-2007 | Active |
| Property | Resident | 01-17-2007 | Active |

Appointments and Terminations

| Company Name | Qualification Type/Status | Effective Date | Termination Date | Termination Reason |
|--|---------------------------|----------------|------------------|--------------------|
| ACUITY, A Mutual Insurance Company | CAS/Active | 07-13-2012 | | |
| | PROP/Active | 07-13-2012 | | |
| ALLIED Property and Casualty Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| AMCO Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| American Contractors Indemnity Company | CAS/Active | 10-06-2010 | | |
| Arch Insurance Company | CAS/Active | 04-13-2011 | | |
| | PROP/Active | 04-13-2011 | | |
| Argonaut Insurance Company | CAS/Active | 01-13-2012 | | |
| | PROP/Active | 01-13-2012 | | |
| Berkley Insurance Company | CAS/Active | 07-09-2013 | | |
| Capitol Indemnity Corporation | CAS/Active | 08-16-2007 | | |
| | PROP/Active | 08-16-2007 | | |
| Colonial American Casualty and Surety Company | CAS/Active | 06-28-2013 | | |
| | PROP/Active | 06-28-2013 | | |

| | | | | |
|--|--------------|------------|------------|----------|
| Continental Casualty Company | CAS/Active | 08-08-2007 | | |
| | PROP/Active | 08-08-2007 | | |
| Depositors Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| Fidelity and Deposit Company of Maryland | CAS/Active | 06-28-2013 | | |
| | PROP/Active | 06-28-2013 | | |
| First Sealord Surety, Inc. | CAS/Inactive | 05-03-2007 | 02-08-2012 | Canceled |
| Hudson Insurance Company | CAS/Active | 10-19-2010 | | |
| | PROP/Active | 10-19-2010 | | |
| International Fidelity Insurance Company | CAS/Active | 04-13-2007 | | |
| Merchants Bonding Company (Mutual) | CAS/Active | 07-06-2007 | | |
| Merchants National Bonding, Inc. | CAS/Active | 09-21-2012 | | |
| Nationwide Affinity Insurance Company of America | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| Nationwide Agribusiness Insurance Company | CAS/Active | 11-05-2012 | | |
| | PROP/Active | 11-05-2012 | | |
| Nationwide Mutual Insurance Company | CAS/Active | 06-12-2008 | | |
| | PROP/Active | 06-12-2008 | | |
| North American Specialty Insurance Company | CAS/Active | 04-19-2007 | | |
| | PROP/Active | 04-19-2007 | | |
| Old Republic Insurance Company | CAS/Active | 04-26-2007 | | |
| Old Republic Surety Company | CAS/Active | 04-26-2007 | | |
| Platte River Insurance Company | CAS/Active | 06-15-2011 | | |
| | PROP/Active | 06-15-2011 | | |
| U.S. Specialty Insurance Company | CAS/Active | 10-06-2010 | | |
| Washington International Insurance Company | CAS/Active | 04-19-2007 | | |
| | PROP/Active | 04-19-2007 | | |
| West Bend Mutual Insurance Company | CAS/Active | 03-23-2010 | | |

| | | | | |
|--------------------------------------|--------------|------------|------------|----------|
| | PROP/Active | 03-23-2010 | | |
| Western Surety Company | CAS/Active | 06-06-2008 | | |
| | CAS/Inactive | 04-10-2007 | 05-21-2008 | Canceled |
| Zurich American Insurance Company | CAS/Active | 06-28-2013 | | |
| | PROP/Active | 06-28-2013 | | |

* 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.

\$149,947.50
FILE

BID OF PAYNE & DOLAN, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

COTTAGE GROVE ROAD RESURFACING

CONTRACT NO. 6991

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 6, 2013

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

<https://bidexpress.com/login>

COTTAGE GROVE ROAD RESURFACING
CONTRACT NO. 6991

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**



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

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|--|--------------------------------|
| PROJECT NAME: | COTTAGE GROVE ROAD RESURFACING |
| CONTRACT NO.: | 6991 |
| SBE GOAL | 12% |
| BID BOND | 5% |
| PRE BID MEETING (1:00 P.M.) | JULY 5, 2013 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M.) | JULY 5, 2013 |
| BID SUBMISSION (1:00 P.M.) | JULY 12, 2013 |
| BID OPEN (1:30 P.M.) | JULY 12, 2013 |
| PUBLISHED IN WSJ | 6/28/13 & 7/5/13 |

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, WI 53713.

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory

personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. 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.

COTTAGE GROVE ROAD RESURFACING
CONTRACT NO. 6991

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: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**COTTAGE GROVE ROAD RESURFACING
CONTRACT NO. 6991**

Small Business Enterprise Compliance Report

SBE Contact Report

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes No

3. Did this SBE submit a bid? Yes No

4. Is the General Contractor pre-qualified to self-perform this category of work?

Yes No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

- The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

- The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

- The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

- A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

- Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

COTTAGE GROVE ROAD RESURFACING CONTRACT NO. 6991

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

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

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

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

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

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract includes asphalt paving and pavement markings on Cottage Grove Rd. and Gemini Dr. This project will also require significant coordination between the Contractor and the developer of the lots on the north side of Cottage Grove Rd., which includes a new Copps grocery store, and also includes construction of the new street, Gemini Dr., except for the asphalt paving. The developer will be constructing all utilities, curb and gutter, sidewalk, and base course for Cottage Grove Rd. and Gemini Dr. The contractor will need to coordinate with developer regarding the schedule for paving, traffic control, access, etc.

The project limits for the paving work are on Cottage Grove Rd. from North Star Dr. to McLean Dr., and on Gemini Dr. from Cottage Grove Rd. to Sharpsburg Dr. The project is approximately 1,350 ft. in length on Cottage Grove Rd. and approximately 475 ft. in length on Gemini Dr.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of

the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

As indicated in the Scope of Work, work under this contract will require significant coordination efforts with the developer and the developer's contractor. The Contractor shall work with the developer regarding scheduling of the work and traffic control in order for both projects to remain on schedule. Contact Dan Day, D'Onofrio, Kottke & Associates 608-833-7530, with questions regarding the developer's work and/or schedule. It is anticipated that multiple mobilizations will be required to complete both the asphalt paving and pavement marking work.

The site of the new Copps grocery store will be under construction while the work the is taking place on the street. The Contractor shall coordinate with the Developer to maintain access to the Copps site for construction vehicles, deliveries, etc.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

BID ITEM 10701 – TRAFFIC CONTROL

Work under this bid item includes all efforts by the Contractor to coordinate the traffic control with Developer in order to maintain traffic as required by the Traffic Control specifications and per the provided traffic control plans. Traffic control for each phase will be installed by the developer prior to paving so that the Developer can install the utilities, curb and gutter, base, etc. Any additional or alternate traffic control phases necessary to complete the asphalt paving and pavement marking work per these plans and specifications shall be considered incidental to this bid item.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

The developer will install the initial traffic control, including changeable message boards, in order to install all improvements on Cottage Grove Rd. and Gemini except for the asphalt paving and pavement markings. The traffic control plans for the Developer's work have been included with this plan set for reference. The Contractor shall coordinate with the Developer to install additional or alternative phasing as necessary in order to maintain the requirements of these traffic control specifications and also to meet the intent of the traffic control plans that have been provided. Alternative or additional phases shall be approved by the City of Madison Traffic Engineering Department prior to the start of work. Temporary

paving as shown on the traffic control plans will be installed by the Developer; any additional temporary paving to meet additional or alternative traffic control phasing suggested by the Contractor will be the responsibility of the Contractor to install and remove and shall be considered incidental to Bid Item 10701 Traffic Control.

Additional Traffic Control requirements of this contract, which will also be provided to the Developer, are as follows:

Minimum lane width is 10 feet to edge of pavement and 12 feet from face of curb. The maintained traffic lanes shall be on a hard pavement surface at all times, including intersections. The traffic lane must be separated from construction with construction barrels at all times for the length of project with a maximum spacing of 30 feet. The barrels shall not be within the 12 foot minimum traffic lane.

A signed bike detour route shall be provided and maintained. The route shall be (from west to east) Cottage Grove Rd to North Star Dr to Sharpsburg Dr to McLean Dr to Cottage Grove Rd. A traffic control plan is provided for the construction phasing of Cottage Grove Rd.

Flaggers shall be used, when needed during paving operations within the intersection.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The City of Madison Traffic Engineer shall have seven (7) working days to complete the signing and marking so that the street is ready to open to traffic. The Contractor shall leave all barricades in place until such time that the permanent pavement marking and signing has been installed by the City. The City shall notify the Contractor when the final pavement marking and

signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

BID ITEM 10911 – MOBILIZATION

It is anticipated that multiple mobilizations will be necessary to complete the asphalt paving work as well as the pavement markings. Additional mobilizations shall be considered incidental to this bid item, and no additional compensation will be provided.

SECTION 109.2 PROSECUTION OF WORK

The start date for work under this contract will depend on the progress of the Developer's work and shall be coordinated with the Developer. It is anticipated that the first phase of paving will take place in early to mid September, 2013.

The Contractor shall be on site within 1 day of the requested date by the Developer, weather permitting, provided that a minimum of 1 week of notice is provided by the Developer to the Contractor. It is anticipated that multiple mobilizations will be required to complete the work under this contract.

The date of completion for all work under this contract shall be **OCTOBER 18, 2013**. However, all work may be required to be completed prior this end date depending on the progress of the work being performed by the Developer. All work under the contract shall be completed within 7 calendar days of the last phase of asphalt paving.

Work shall begin only after the start work letter is received.

SECTION E: BIDDERS ACKNOWLEDGEMENT

COTTAGE GROVE ROAD RECONSTRUCTION

CONTRACT NO. 6991

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

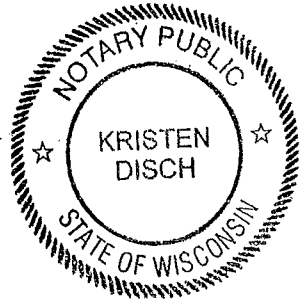
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda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

SIGNATURE Douglas W. Buth
Area Manager
TITLE /IF ANY

Sworn and subscribed to before me this 12th day of July, 20 13

(Notary Public or other officer authorized to administer oaths)
My Commission Expires March 5, 2017

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

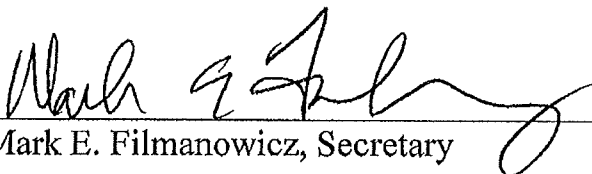


**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Ned W. Bechthold, Kurt Bechthold, Mark E. Filmanowicz, Edward A. Reesman, Steven D. Higgins, Charles E. Bechthold, Sarah Golueke, Michael Wickler, John Sorenson, Raymond A. Postotnik, Doug W. Buth, Todd B. Hughes, Anthony P. Bodway, Brian Endres, Tyler Winter and Ted Helleckson shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on 19th day of June 2013, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 12th day of July, 2013.



Mark E. Filmanowicz, Secretary

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

**COTTAGE GROVE ROAD RECONSTRUCTION
CONTRACT NO. 6991**

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

Disclosure of Ownership

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

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

Other Construction Business

Not Applicable

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer
Douglas W. Butz

Signature of Authorized Officer

Date Signed

7/12/2013

Name of Corporation, Partnership or Sole Proprietorship
Payne & Dolan, Inc.

Street Address or P O Box
6295 Lacy Road

City
Fitchburg

State
WI

Zip Code
53593

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

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

**COTTAGE GROVE ROAD RECONSTRUCTION
CONTRACT NO. 6991**

Best Value Contracting

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

None

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. Possible change when job is actually scheduled.

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

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

COTTAGE GROVE ROAD RECONSTRUCTION
CONTRACT NO. 6991

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: Payne & Dolan, Inc.
Address: 6295 Lacy Road - Fitchburg, WI 53593
Telephone Number: 608-845-8900 Fax Number: 608-845-8884
Contact Person/Title: Doug Guthrie - Project Manager

Prime Bidder Certification

I, Douglas W. Buth, Area Manager of
Name Title
Payne & Dolan, Inc. certify that the information
Company

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

Lori A. Langer
Witness' Signature Lori A. Langer - PMA

July 12, 2013
Date

Doug Guthrie
Bidder's Signature

**COTTAGE GROVE ROAD RECONSTRUCTION
CONTRACT NO. 6991**

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 |
|--|--------------|-----------------------|
| Bullet Transit Company, Inc. | Trucking | 2.75 % |
| CA Brumm Trucking, Inc. | Trucking | 0.50 % |
| Denson Trucking | Trucking | 0.50 % |
| Pederson Enterprises, Inc. | Trucking | 2 % |
| Ripp Trucking, LLC | Trucking | 2 % |
| Steven S. Brumm Trucking, Inc. | Trucking | 0.25 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u>8</u> % |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|---|-----------------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | <u> </u> % x 0.6 = <u> </u> % (discounted to 60%) | |

Total Percentage of SBE Utilization: 8 %.

PROPOSAL
PAYNE & DOLAN, INC.

NAME OF BIDDER

Project Name: COTTAGE GROVE ROAD RECONSTRUCTION

Contract No. 6991

| ITEM | TYPE OF WORK | ESTIMATED QUANTITIES | | UNIT PRICE BID | TOTAL BID |
|--------------------|---|----------------------|----|----------------|---------------------|
| 10701 | TRAFFIC CONTROL | 1.0 | LS | \$ 820.00 | \$ 820.00 |
| 10911 | MOBILIZATION | 1.0 | LS | \$ 800.00 | \$ 800.00 |
| 40203 | HMA PAVEMENT TYPE E-3 | 2120.0 | TN | \$ 58.20 | \$ 123,384.00 |
| 60800 | PAVEMENT MARKING EPOXY, LINE, 4-INCH | 1000.0 | LF | \$ 0.35 | \$ 350.00 |
| 60801 | PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH | 2100.0 | LF | \$ 0.65 | \$ 1,365.00 |
| 60802 | PAVEMENT MARKING EPOXY, LINE, 6-INCH | 4400.0 | LF | \$ 0.55 | \$ 2,420.00 |
| 60803 | PAVEMENT MARKING EPOXY, LINE, 8-INCH | 600.0 | LF | \$ 0.80 | \$ 480.00 |
| 60812 | PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH | 500.0 | LF | \$ 6.25 | \$ 3,125.00 |
| 60814 | PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH | 300.0 | LF | \$ 7.50 | \$ 2,250.00 |
| 60816 | PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH | 144.0 | LF | \$ 12.50 | \$ 1,800.00 |
| 60818 | PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH | 75.0 | LF | \$ 9.50 | \$ 712.50 |
| 60823 | PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE | 7.0 | EA | \$ 125.00 | \$ 875.00 |
| 60829 | PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW | 9.0 | EA | \$ 150.00 | \$ 1,350.00 |
| 60834 | PAVEMENT MARKING EPOXY, WORD, ONLY | 2.0 | EA | \$ 240.00 | \$ 480.00 |
| 60841 | PAVEMENT MARKING PAINT, DOUBLE LINE, 4-INCH | 740.0 | LF | \$ 0.90 | \$ 666.00 |
| 60880 | PAVEMENT MARKING REMOVAL, 4-INCH | 2100.0 | LF | \$ 1.00 | \$ 2,100.00 |
| 60882 | PAVEMENT MARKING REMOVAL, 8-INCH | 700.0 | LF | \$ 2.00 | \$ 1,400.00 |
| 60886 | PAVEMENT MARKING REMOVAL, 4-INCH DOUBLE LINE | 2500.0 | LF | \$ 1.50 | \$ 3,750.00 |
| 60889 | PAVEMENT MARKING REMOVAL, SYMBOL BIKE SYMBOL | 2.0 | EA | \$ 75.00 | \$ 150.00 |
| 60891 | PAVEMENT MARKING REMOVAL, SYMBOL BIKE SYMBOL ARROW | 1.0 | EA | \$ 50.00 | \$ 50.00 |
| 60941 | TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, DOUBLE LINE, 4-INCH | 900.0 | LF | \$ 1.80 | \$ 1,620.00 |
| GRAND TOTAL | | | | | \$149,947.50 |

AMS



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

Principal Engineers
Michael R. Dalley, P.E.
Christina M. Buchmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.

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

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

PAYNE & DOLAN, INC.

(a corporation of the State of WI)

(individual), (partnership), (hereinafter referred to as the "Principal") and
WESTERN SURETY COMPANY

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

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

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

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

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

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

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

PRINCIPAL

PAYNE & DOLAN, INC. December 19, 2011
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
SIGNATURE AND TITLE,
Kurt Bechthold, President

SURETY

WESTERN SURETY COMPANY December 14, 2011
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
SIGNATURE AND TITLE
Trudy A. Szalewski, Attorney In Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2315034 for the year 2012, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 14, 2011
DATE

[Signature]
AGENT Aon Risk Services Central, Inc.

10700 Research Drive - #450
ADDRESS

Milwaukee, WI, 53226
CITY, STATE AND ZIP CODE

414-225-5394
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

| |
|-------------------------------|
| TIME PERIOD - VALID (FROM/TO) |
| 2/1/2012 to 1/31/2014 |
| NAME OF SURETY |
| WESTERN SURETY COMPANY |
| NAME OF CONTRACTOR |
| PAYNE & DOLAN, INC. |
| CERTIFICATE HOLDER |
| City of Madison, Wisconsin |

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jeffrey R Meisinger, Kelly Cody, Kent Arps, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A Szalewski, Christopher H Kondrick, Brian Krause, Cheryl Siem, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2011.



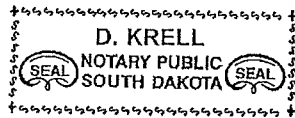
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of August, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of December 2011



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of August in the year Two Thousand and Thirteen between PAYNE & DOLAN, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted AUGUST 6, 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:

COTTAGE GROVE ROAD RESURFACING CONTRACT NO. 6991

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 FORTY-NINE THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$149,947.50) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement Article I

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

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

**COTTAGE GROVE ROAD RESURFACING
CONTRACT NO. 6991**

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:

| | | | |
|---------------------------|---------------|--------------------------------|---------------------|
| | | <u>PAYNE & DOLAN, INC.</u> | |
| | | <u>Company Name</u> | |
| <u>Ann Agrusa</u> | <u>8-7-13</u> | <u>Edward Reisman</u> | <u>8-7-13</u> |
| Witness | Date | President | Vice-President |
| <u>Margaret Skladanek</u> | <u>8-7-13</u> | <u>Edward A. Reisman</u> | <u>8-7-13</u> |
| Witness | Date | Secretary | Assistant Secretary |
| | | <u>Sarah Golueke</u> | |

CITY OF MADISON, WISCONSIN

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

Approved as to form:

| | |
|---|----------------------------|
| <u>Paul Blumel</u> | <u>Patricia Ganten</u> |
| Finance Director | City Attorney |
| Signed this <u>20th</u> day of <u>August</u> , 20 <u>13</u> | |
| <u>Lisa Ometel</u> | <u>Paul Bell</u> |
| Witness | Mayor |
| <u>John Trevor Schmitz</u> | <u>Maibeth Witzel-Bell</u> |
| Witness | City Clerk |
| | <u>8-14-2013</u> |
| | Date |

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we PAYNE & DOLAN, INC., as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$149,947.50), 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:

COTTAGE GROVE ROAD RESURFACING
CONTRACT NO. 6991

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 7th day of August 2013

Countersigned:

Ann Agrusa
Witness
Mark E. Filmanowicz
Secretary

PAYNE & DOLAN, INC.
Company Name (Principal)
[Signature]
President Seal
Kurt Bechthold, Chairman

Approved as to form:

Patricia Lauten
City Attorney

Western Surety Company
Surety Seal
 Salary Employee Commission
By Roxanne Jensen
Attorney-in-Fact Roxanne Jensen

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2493807 for the year 2013, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

August 7, 2013
Date

Roxanne Jensen
Agent Signature

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey R Meisinger, Kelly Cody, Kent Arps, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A Szalewski, Christopher H Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

of Green Bay, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of May, 2013.



WESTERN SURETY COMPANY

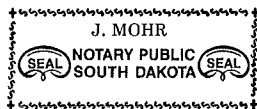
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of August, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

SECTION J: PREVAILING WAGE RATES

PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201300080

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

| |
|---------------------------------------|
| BUILDING OR HEAVY CONSTRUCTION |
|---------------------------------------|

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

SKILLED TRADES

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

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

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
| | | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 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 | | | | |
|---|--|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
| | | \$ | \$ | \$ |
| 301 | General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender | 24.19 | 13.90 | 38.09 |
| 302 | Asbestos Abatement Worker | 18.00 | 0.00 | 18.00 |
| 303 | Landscaper | 15.00 | 3.90 | 18.90 |
| 310 | Gas or Utility Pipeline Laborer (Other Than Sewer and Water) | 20.94 | 12.65 | 33.59 |

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

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

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

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

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

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

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

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

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

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

TRUCK DRIVERS

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

LABORERS

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

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

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

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

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
|-------------|---|---|---|--------------------|
| 103 | Bricklayer, Blocklayer or Stonemason | 35.58 | 19.20 | 54.78 |
| 105 | Carpenter | 30.16 | 15.31 | 45.47 |
| 107 | Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | 32.09 | 16.13 | 48.22 |
| 109 | Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 32.94 | 18.80 | 51.74 |
| 111 | Fence Erector | 28.00 | 4.50 | 32.50 |
| 116 | Ironworker | 30.90 | 19.11 | 50.01 |
| 118 | Line Constructor (Electrical) | 31.29 | 15.34 | 46.63 |
| 124 | Painter | 26.65 | 13.10 | 39.75 |
| 125 | Pavement Marking Operator | 29.22 | 16.71 | 45.93 |
| 126 | Piledriver | 30.66 | 15.31 | 45.97 |
| 133 | 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 |
|---|--|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.94 | 13.57 | 39.51 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 24.08 | 12.96 | 37.04 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.75 | 11.90 | 33.65 |

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 33.22 | 18.90 | 52.12 |
| 203 | Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 23.31 | 17.13 | 40.44 |
| 204 | Articulated, Euclid, Dumptror, 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 All Hours Worked

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

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

LABORERS

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---------------------------------------|--------------|
| <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 All Hours Worked

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

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

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

| |
|---|
| RESIDENTIAL OR AGRICULTURAL CONSTRUCTION |
|---|

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

SKILLED TRADES

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