

ROUTING:	Urgent	Rush				p	rinted	on:	01/1	1/2013
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Contract between: and Dept. or Division: Engineering Division

Homburg Contractors Inc

Name/Phone Number:

Project: Atwood Avenue/Dunning Street Bike Crossing

Contract No.: 7010 Enactment No.: RES-13-00010 Dollar Amount: 44,892.00

File No.: 28459

Enactment Date: 01/09/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1/11/13	1 1/11//3
Director of Civil Rights	1/14/13	1 1/17/13 MW.
Risk Manager	1 1-17-13	1/18/13 RTV
Finance Director	01-18-2013	1 12/8-13 PW
City Attorney	[- 18 - 13	1-18:13
Mayor	1-18-13	1-12-13

Please return signed Contracts to the City Clerk's Office Po# 81537010 Room 103, City-County Building for filing.

Original + 2

Copies

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Dis Rights: OK (N/A) Problem - Hold Prev Wage AA Agency / No

Contract Value: See alore AA Plan: AMBOURD

Amendment / Addendum # Type: POS / Dvlp / Sbdv / Gov't/ Grant / PW/ Goal / Loan / Agrmt

Wisconsin Office of the Commissioner of Insurance Licensed Producer Search*

Tuesday, December 18, 2012

JACOBSON, KELSEY RIDGEWAY WI Year of Birth: 1987 Status: Active

License Number: 2564601

NPN**: 15982589

Effective Date: 10-14-2010 Expiration Date: 09-30-2014

License Type: Resident Intermediary Indv

CE Compliance: 09-30-2014

Lines of Authority

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

Appointments and Terminations

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

	Cincinnati Indemnity Company, The	CAS/Active PROP/Active	11-10-2010 11-10-2010		
	Cincinnati Insurance Company, The	CAS/Active PROP/Active	11-10-2010 11-10-2010		
	Colonial American Casualty and Surety Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	Depositors Insurance Company	CAS/Inactive PROP/Inactive	10-29-2010 10-29-2010	11-12-2012 11-12-2012	Canceled Canceled
	Donegal Mutual Insurance Company	CAS/Active PROP/Active	11-12-2012 11-12-2012		
	Executive Risk Indemnity Inc.	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	Federal Insurance Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	11-16-2010 11-16-2010		
***************************************	General Casualty Company of Wisconsin	CAS/Active PROP/Active	11-05-2010 11-05-2010		
	Great Northern Insurance Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
***************************************	Guarantee Company of North America USA, The	CAS/Active	06-13-2011		
20112010111111111111111111111111111111	Merchants Bonding Company (Mutual)	CAS/Active	10-20-2010		
***************************************	Nationwide Affinity Insurance Company of America	CAS/Inactive PROP/Inactive	10-29-2010 10-29-2010	11-12-2012 11-12-2012	Canceled Canceled
***************************************	Nationwide Mutual Insurance Company	CAS/Inactive PROP/Inactive	10-29-2010 10-29-2010	11-12-2012 11-12-2012	Canceled Canceled
Chairman and the same of the s	Old Republic Insurance Company	CAS/Active	10-21-2010		
***************************************	Old Republic Surety Company	CAS/Active	10-21-2010		
***************************************	Pacific Indemnity Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
310300300000000000000000000000000000000	Platte River	CAS/Active	10-27-2010		

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

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

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



City of Madison

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

Master

File Number: 28459

File ID: 28459

File Type: Resolution

Status: Passed

Version: 1

Reference:

Controlling Body: BOARD OF

PUBLIC WORKS

Lead Referral: BOARD OF PUBLIC

Cost:

File Created Date: 11/27/2012

WORKS

File Name: Awarding Public Works Contract No. 7010, Atwood

Final Action: 01/08/2013

Avenue / Dunning Street Bike Crossing.

Title: Awarding Public Works Contract No. 7010, Atwood Avenue / Dunning Street Bike Crossing.

Notes: LeAnne H.

CC Agenda Date: 01/08/2013

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 01/09/2013

Attachments: 7010.pdf

Enactment Number: RES-13-00010

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	12/12/2012	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	BOARD OF PUE WORKS	JLIC 12/12/2012	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by V			TO COUNCIL TO A	OOPT -	
		REPORT OF OFFICER.	The motion passed	by voice vote/other.			
	Notes:						
1	COMMON COU	NCIL 01/08/2013	Adopt				Pass
	Action Text:	A motion was made by E vote/other.	Bidar-Sielaff, seconde	ed by Schmidt, to Adopt.	The motion passed I	oy voice	

Text of Legislative File 28459

Notes:

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CONTRACT NO. 7010 ATWOOD AVENUE / DUNNING STREET BIKE CROSSING

PROJECT

Homburg Contractors, Inc.

\$44,892.00

Acet. No. CE57-58260-810700-00-53W1551	\$41,259.00
Contingency 8%±	3,301.00
Plan & Prep 15% <u>+</u>	<u>6,190.00</u>
Sub-Total	\$50,750.00
Acct. No. CE57-58540-810700-00-53W1551	\$3,633.00
Contingency 8%±	291.00
Plan & Prep 15% <u>+</u>	<u>546.00</u>
Sub-Total Sub-Total	\$4,470.00
ORAND TOTAL	# 55 000 00
GRAND TOTAL	\$55,220.00

\$44,892.00 ORIGINAL

BID OF HOMBURG CONTRACTORS, INC.

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING

CONTRACT NO. 7010

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON JANUARY 8, 2013

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

CITY ENGINEERING DIVISION **1600 EMIL STREET** MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

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ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

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This Proposal, and Agreement have been prepared by:

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

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

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SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
7010	atwood avenue/dunning street bike crossing

Plans and Specifications are available at 1600 Emll Street, Madison, WI 53713; 608-267-1197 or on our website at www.cityofmadison.com/business/pw/contracts/openforBid.cfm.

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2012 to January 31, 2013 must submit their application on or before 1:00 p.m., NOVEMBER 30, 2012, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

OTHER REQUIREMENTS

Sealed bids 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.

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

Deadline for the Submittal of Bid is DECEMBER 7, 2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on DECEMBER 7, 2012 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm or by calling City Engineering at 608-266-4751.

Sealed bids 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.

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

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed on our website. Forms are available on the web at http://www.cityofmadison.com/business/pw/forms.cfm or by contacting City Engineering at 608-266-4620

Publ, WSJ 11/16/12 & 11/23/12

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SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2012 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 at www.cityofmadison.com/Business/PW/specs.cfm or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

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 prequalified 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 Madison 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 Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

Section 102.4: Proposals

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 musts 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

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which such corporation was chartered. The required signatures shall in all cases appear in the space provided therefore 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. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

The Bidder shall execute form ERD-7777 (R.9/03), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.

Section 102.5: Bid Deposit (Proposal Guaranty)

No proposal shall be considered unless either (i) it is accompanied by a bid deposit of the character and amount described in the Advertisement for Bids or (ii) a biennial bid bond in an amount and form acceptable to the City of Madison has been previously submitted.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

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

Ru	<u>iain</u>	g Demolition			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
				•	
Str	et.	Utility and Site Construction			•
201		Asphalt Paving	265		Retaining Walls, Precast Modular Units
205		Blasting	270		Retaining Walls, Reinforced concrete
210		Boring/Pipe Jacking	275		Sanitary, Storm Sewer & Water Main Const.
215		Concrete Paving	280		Sewer Lateral Drain Cleaning/Internal TV Insp.
220		Con. Sidewalk/Curb & Gulter/Misc. Concrete Work	285		Sewer Lining
221		Concrete Bases and Other Concrete Work .	290		Sewer Pipe Bursting
225		Dredging	295		Soil Borings
230		Fencing	300		Soil Nailing
235		Fiber Optic Cable/Conduit Installation	305		Storm & Sanitary Sewer Laterals & Water Svc.
240		Grading and Earthwork	310	\boxtimes	Street Construction
242		Infrared Seamless Patching	315		Street Lighting
245		Landscaping, Maintenance	318		Tennis Court Resurfacing
250		Landscaping, Site and Street	330		Traffic Control During Construction
251		Parking Ramp Maintenance	320		Traffic Signals
255		Pavement Sealcoating and Crack Sealing	325		Traffic Signing & Marking
260		Petroleum Above/Below Ground Storage Tank	335		Trucking
		Removal/installation	399		Other
Bric	ge (<u>Construction</u>			
501		Bridge Construction and/or Repair			
Buil	ding	Construction			
401		Floor Covering (Including carpet, ceramic tile Installation,	435		Masonry
		rubber, VCT	437		Metals
402		Building Automation Systems	440		Painting and Wallcovering
403		Concrete	445		Plumbing
404		Doors and Windows	450		Pump Repair
405		Electrical - Power, Lighting & Communications	455		Pump Systems
410		Elevator - Lifts	460		Roofing and Moisture Protection
412		Fire Suppression	461		Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments	465		Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000	466		Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000	470	П	Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing	480		Wood, Plastics & Composites-Structural &
429		Hazardous Material Removal			Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499		Other
433		Insulation - Thermal			

Sta	<u>te of</u>	<u>Wisconsin Certifications</u>
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pils 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: http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.him . State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
6		Other :

SECTION C: SBE

Instructions to Bidders City of Madison SBE Program Information

SBE (Not Applicable)

	Transaction		•		
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SECTION D: SPECIAL PROVISIONS

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

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
X	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. 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

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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 relet 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 \$51,500 for a single trade contract; or equal to or greater than \$251,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 102.3 <u>EQUAL BENEFITS REQUIREMENT</u> (SEC. 39.07, MGO)

This provision applies to contracts executed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

<u>Cash Equivalent</u>. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

<u>Proof of Domestic Partner Status</u>. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

<u>Subcontractors</u>. Contractor shall require all subcontractors, the value of whose work exceeds the single-trade minimum set forth in Sec 33.07(7)(b)5., MGO, to provide equal benefits in compliance with Sec. 39.07, MGO.

See Section 39.07 MGO for exemptions from this requirement. Exemptions from this requirement include a Contractor whose employees are under a collective bargaining agreement that was in effect prior to July 1, 2012, however, the Contractor must agree to propose to the applicable collective bargaining unit(s) that an equal benefit requirement consistent with this ordinance be incorporated into the next collective bargaining agreement or in the existing agreement upon amendment, extension or other modification that occurs after July 1, 2012.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but shall not be limited to, the removal and replacement of concrete curb and gutter, the removal and replacement of concrete sidewalk and bike path, the removal of asphalt bike path, the construction of electrical bases and the removal/replacement of pavement markings.

SECTION 104.6 DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

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.

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SECTION 107.14 WEAPONS PROHIBITION

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

ARTICLE 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the provided 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 signs. 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.

Both westbound lanes of Atwood Ave shall be open to traffic from 7:00 a.m. to 8:30 a.m. Both eastbound lanes of Atwood Ave shall be open to traffic from 4:00 p.m. to 5:30 p.m.

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

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

ARTICLE 109.2 PROSECUTION OF THE WORK

The Contractor shall begin operations on or before April 29, 2013 and will have thirty-three (33) calendar days to complete the project. If weather permits, the Contractor may begin work earlier. The Contractor shall notify the Engineer a minimum of two weeks prior to the anticipated start of work date.

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

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

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Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The City of Madison Traffic Engineering Division will install new signal poles and temporary signal poles as necessary and install new wire for traffic signal operation. The contractor shall coordinated with Mike Christoph, 266-4767, to ensure that new or temporary signals are in place and operational prior removal of items which may affect the signal or lighting system operation..

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials.

ITEM

3/4" x 19" Anchor Bolts

Quantity

8

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit, wire, and base construction items.

SECTION 602.4(b) <u>ELECTRICAL CONDUIT</u>

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

ARTICLE 607 ELECTRICAL HANDHOLES

The contractor shall furnish Type I handholes conforming to this section and the Standard Detail Drawings. Electrical Handhole, Type I shall be gray colored polymer concrete construction. Box dimensions for Type I shall be 19" wide X 32" long X 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

BID ITEM 10711 TRAFFIC CONTROL

BID ITEM 10711 Traffic Control shall include all signing, barricading, and temporary pavement markings as shown on the Traffic Control plans or as directed by the Engineer.

BID ITEM 30301 BID ITEM 30302 5 INCH CONCRETE SIDEWALK 7 INCH CONCRETE SIDEWALK

Description

The bike paths shall be reconstructed with 5-Inch Concrete Sidewalk.

Basis of Payment

The contract unit price for BID ITEM 30301 5-Inch Concrete Sidewalk and BID ITEM 30302 7-Inch Concrete Sidewalk shall include any excavation, grading, shaping, base course, fill, topsoil, seed or mulch required.

The area, measured as provided in the standard specifications, shall be paid for at the contract unit price per square foot for the items of 5-Inch Concrete Sidewalk and 7-Inch Concrete Sidewalk which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints and sealant; for excavations and preparation of subgrade including subbase, backfilling and disposal of surplus material;, for forming; for placing, finishing, protecting, jointing, sealing and curing of the concrete; for providing and placing topsoil, seed, mulch and fertilizer in all areas disturbed for the sidewalk construction or removal of existing sidewalk or bike path; and for all labor; tools equipment and incidentals necessary to complete the work and restore the site of the work.

BID ITEM 30505 REMOVE AND REPLACE CONCRETE CURB & GUTTER-SIDEWALK REPLACEMENT PROGRAM

This item shall be used for the removal and replacement of curb and gutter with a gutter width of less than 40°.

BID ITEM 40364 ADJUST INLET CASTING, TYPE "H"-RESURFACING

The inlet casting, on the Type "H" Inlet located in the bike path ramp, shall be replaced with a City Furnished R-3290-A (driveway) casting.

BID ITEM 90001 REMOVE AND REPLACE CONCRETE CURB & GUTTER-SIDEWALK REPLACEMENT PROGRAM, 40"-57" GUTTER

All work related to Bid Item 90001 Remove and Replace Concrete Curb & Gutter-Sidewalk Replacement Program, 40"-57" Gutter shall be in accordance with Sec. 305.5 if Standard Specification with the exception that the gutter shall vary in width from 40" to 57". The unit price shall apply to all curb & gutter, not paid under Bid Item 30505 Remove and Replace Concrete Curb & Gutter-Sidewalk Replacement Program, regardless of the width of the gutter.

SECTION E: PROPOSAL

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

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.

oe eme	ered fidiner learly in the spaces provided. The words that numbers of all of whether in the	
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 - 2012 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.	
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.	Accompanying this Proposal is Bid Bond or Certified Check in the amount of Dollars (\$	
	(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 0 INO
5.	I hereby certify that all statements herein are made on behalf of HOMBURG CONTRACTO (name of corporation, pathership, or person submitting bid) a corporation organized and existing under the laws of the State of Nisconsting of the City of Nena ; State of Wisconsting of the City of Nena ; State of Wisconsting of the City of Nena ; State of Wisconstitute in 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.	RS; INC
SIGNATI	TURE TO THE TOTAL OF THE TOTAL	
TITLE, IF	V.P.	
(Notary My Co	and subscribed to before me this day of Perender, 20 Public or other officer authorized to administra eaths) symmission Expires shall not add any conditions or qualifying statements to this Proposal.	
	- 31, 4010	

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ON TO SERVICE

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

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

Disclosure of Ownership

State

Zip Code

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The st Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is prescribed in Section 103.005(12), Wisconsin Statutes. Perso purposes.	his form is mandatory. T nal information you prov	he penally for failing vide may be used fo	to complete or secondary
(1) On the date a contractor submits a bid to or completes negotiation a project subject to Section 66.0903 or 103.49, Wisconsin Statutes or local governmental unit the name of any "other construction bus officer or partner of the contractor, owns or has owned within the p	s, the contractor shall on the contractor is the contract of t	disclose to such st tractor, or a shareh	ate agency
(2) The term "other construction business" means any business engage repairing, demolition, altering or painting and decorating of building business engaged in supplying mineral aggregate, or hauling exce 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.	as, structures or faciliti	es. It also means	any
 (3) This form must ONLY be filed, with the state agency or local gove both (A) and (B) are met. (A) The contractor, or a shareholder, officer or partner of the contraction. (1) Owns at least a 25% interest in the "other construction but submits a bid or completes negotiations. (2) Or has owned at least a 25% interest in the "other construction but submits a bid or completes negotiations. (B) The Wisconsin Department of Workforce Development (Dispusiness" has failed to pay the prevailing wage rate or time for hours worked in excess of the prevailing hours of labor, three (3) years. 	actor: isiness", indicated belo truction business" at a WD) has determined and one-half the requ	ow, on the date the any time within the that the "other o vired hourly basic i	e contractor preceding onstruction rate of pay,
Other Construction Bus	siness		
Name of Business			
Street Address or P O Box	City	State	Zìp 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, co according to my knowledge and belief.	ntained in this docu	ment, is true and	l accurate
Print the Name of Authorized Officer HRIS LOMB	URG		
Signature of Authorized Officer Date Signe	d 12/7/12		
Name of Corporation, Partnership or Sole Proprietorship HOMBU	IRG CONTRACTO	JRS, INC.	•

5590 MONONA DRIVE, MONONA, WI 53716-3131

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

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

Street Address or P O Box

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ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

Best Value Contracting

1.	The Contractor shall indicate the non-apprenticeable trades used on this contract.					
	TRUCK DRIVERS					
2.	Some C	Contractors are exempt due to the size of the work force. Apprenticeable trades are those onsidered apprenticeable by the State of Wisconsin.				
		Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.				
3.	The Contractor shall indicate on page E-4 which apprenticeable trades are to be uncontract and shall indicate by checking the appropriate box for the trades used contractor will comply with Madison General Ordinance 33.07(7).					
		Legend				
Number of Journeyworkers W-ATT		The Contractor is an active trade trainer in the State of Wisconsin for the trade				
US-ATT		indicated. The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.				
SB-AT	T	The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.				
	The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable this project.					
2	The Contractor has reviewed this list on E-4 and has checked the appropriate box apprenticeable trade to be used on the project.					

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ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

Apprenticeable Trades

Check the box in the column "Trade Used on This Project" for each apprenticeable trades used on this project. For those trades used on the project indicated the number of journeyworkers that are employed company wide and check a box to the right of the trade as to how the Contractor will comply MGO 33.07(7). Refer to the legend on page E-3 for the meaning associated with each heading. The Contractor must check one of the boxes on the right for each apprenticeable trade used and checked on the left.

Trade					
Used on	.,	Number of			
Contract	Apprenticeable Trades	Journeyworkers	W-ATT	US-ATT	SB-ATT
	Bricklayer				
	Carpenter				
	Cement Mason / Concrete Finisher				
	Cement Mason (Heavy Highway)				
	Construction Craft Laborer	9			
	Data Communication Installer				<u> </u>
	Electrician		П		
	Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service			П	П
	Glazier				
10	Heavy Equipment Operator / Operating Engineer	13	Z		
	Insulation Worker (Heat & Frost)				
	Iron Worker	,			
	Iron Worker (Assembler, Metal Bldgs)				
	Painter & Decorator				
	Plasterer	·			
	Plumber				
	Residential Electrician		Ш		
	Roofer & Waterproofer				
	Sheet Metal Worker				
	Sprinklerfiller				
	Steamfitter				
	Steamfitter (Refrigeration)				
	Steamfitter (Service)				
	Taper & Finisher				
	Telecommunications (Voice, Data & Video) Installer-Technician		П		
	Tile Setter				

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NAME OF BIDDER

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING

Contract No. 7010

		ractivo. 70		,					
ITEM	TYPE OF WORK	ESTIM QUAN		UNIT PRICE BID	TOTAL BID				
ACCOUN	ACCOUNT NO. CE57-58260-810700-00-53W1551								
10711	TRAFFIC CONTROL	1.0	L.S.	\$ 3,400.00	\$ 3,400.00				
10911	MOBILIZATION	1.0	L.S.	\$ 2,500.00	\$ 2,500.00				
20323	REMOVE CONCRETE SIDEWALK & DRIVE	1605.0	S.F.	\$ 2.00	\$ 3,210.00				
30103	#6 EPOXY COATED PAVEMENT TIE	21.0	EACH	\$ 20.00	\$ 420.00				
30301	5 INCH CONCRETE SIDEWALK	1550.0	S.F.	\$ 6.00	\$ 9,300.00				
30302	7 INCH CONCRETE SIDEWALK CURB RAMP DETECTABLE WARNING	393.0	S.F.	\$ 7.00	\$ 2,751.00				
30340	FIELDS	56.0	S.F.	\$ 30.00	\$ 1,680.00				
30505	REMOVE & REPLACE CONCRETE CURB & GUTTER, HAND PLACED-RESURFACING	48.0	L.F.	\$ 42.00	\$ 2,016.00				
40203	HMA PAVEMENT TYPE E-3 ASPHALT MATERIAL FOR CURB FRONT	7.0	TON	\$ 292.00	\$ 2,044.00				
40251	FILL	109.0	L.F.	\$ 16.00	\$ 1,744.00				
40301	FULL WIDTH GRINDING ADJUST INLET CASTING, TYPE "H"-	56.0	SY	\$ 37.00	\$ 2,072.00				
40364	RESURFACING	3.0	EACH	\$ 300.00	\$ 900.00				
60816	PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH PAVEMENT MARKING EPOXY, STOP LINE,	600.0	LF	\$ 4.20	\$ 2,520.00				
60818	24-INCH	80.0	LF	\$ 6.30	\$ 504.00				
60823	PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE	2.0	EACH	\$ 105.00	\$ 210.00				
60883	PAVEMENT MARKING REMOVAL, 12-INCH	360.0	LF	\$ 3.40	\$ 1,224.00				
60885	PAVEMENT MARKING REMOVAL, 24-INCH REMOVE & REPLACE CONCRETE CURB &	340.0	LF	\$ 5.40	\$ 1,836.00				
90001	GUTTER-SIDEWALK PROGRAM, 40-57" GUTTER	61.0	L.F.	\$ 48.00	\$ 2,928.00				
ACCOUNT	T NO. CE57-58540-810700-00-53W1551	T	<u> </u>						
60221	FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT BY "OPEN TRENCH" METHOD	26.00	L.F.	\$ 14.00	\$ 364.00				
60229	FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT BY "OPEN TRENCH" METHOD	64.00	L.F.	\$ 11.00	\$ 704.00				
60411	CONSTRUCT TYPE "G' BASE	2.00 E-5	EACH	\$ 11.00 \$ 685.00					
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ATWOOD AVENUE/DUNNING STREET BIKE CROSSING

Contract No. 7010

ITEM	TYPE OF WORK	ESTIM.		UNIT PRICE BID	TOTAL BID	1
60423	REMOVE TRAFFIC SIGNAL BASE	1.00	EACH	\$ 470.00	\$	470.00
60702	CONSTRUCT ELECTRICAL HANDHOLE TYPE 1	1.00	EACH	\$ 725.00	\$ 1	725.00
GRAND TOTAL					\$4	4,892.00



f.				,	,
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Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO) / /
2/1/11 - 1/31/13
NAME OF SURETY POSIT CO OF MARYLAND
NAME OF CONTRACTOR
HOMBURG CONTRACTORS, INC.
CERTIFICATE HOLDER
City of Madison, Wisconsin
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.
This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.
Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.
Columbia Colombia
Signature of Authorized Contractor Representative
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SECTION F: BID BOND

KNOW ALL MEN BY THESE P	RESENT, THAT	·
(a corporation of the State of) (individual), (partne	rship), hereinafter referred to as
the "Principal") and	, a corporation of the State of	(hereinafter referred
to as the "Surety") and licensed to	do business in the State of Wisconsin	, are held and firmly bound unto
the City of Madison, (hereinafter	referred to as the "Obligee"), in the s	um of five per cent (5%) of the
amount of the total bid or bids of	the Principal herein accepted by the Ol	oligee, for the payment of which
the Principal and the Surety bir	nd themselves, their heirs, executors,	administrators, successors and
assigns, jointly and severally, firm	ly by these presents.	

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

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below. Seal Principal Date By: Name of Surety By: Date This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. ______ for the year ______, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked. Agent Date Address

NOTE TO SURETY & PRINCIPAL

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

City, State and Zip Code

Telephone Number

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



Department of Public Works City Engineering Division

100 Personal September 100 Personal Property (1997)

608 266 4751

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 608 264 9275 FAX 1 866 704 2315 Textnet Principal Engineers Michael R. Dalley, P.E. Christina M. Bachmann, P.E. John S. Fahrney, P.E. Gregory T. Fries, P.E.

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

Operations Manager
Kathleen M. Cryan
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

Homburg Contractors, Inc.

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

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

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

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

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

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

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

		,

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

Homburg Contractors, Inc.	12/13/11
COMPANY NAME AFFIX SEAL	DATE
By: COUS AND TITLE SIGNATURE AND TITLE	
SURETY	
Fidelity & Deposit Company of Maryland COMPANY NAME AFFIX SEAL	12/13/11 DATE
By: Kelsey Jacobson, Attorney-in-Fact	
This certifies that I have been duly licensed as an age 2564601 for the year 2011	and appointed as attorney in
fact with authority to execute this bid bond, which po	ower of attorney has not been revoked.
DATE	AGENT Kelsey Jacobson, Hausmann-Johkson Insurance
	ADDRESS
	Madison, WI 53715 CITY, STATE AND ZIP CODE
	(608) 257-3795 TELEPHONE NUMBER

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

PRINCIPAL

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



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Gregory E. Murray Assistant Secretary

By: David S. Hewett

Vice President

State of Maryland City of Baltimore State

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

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

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Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

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

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

CERTIFICATE

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

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

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

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

this	13	day of	Docom	ber.	<u> 2011</u> .	
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Assistant Secretary

Que D. Barry

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CERTIFICATE OF BIENNIAL BID BOND

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

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SECTION G: AGREEMENT

THIS AGREEMENT made this

day of

how with in the year Two Thousand and Thirteen between

HOMBURG CONTRACTORS, INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>JANUARY 8, 2013</u>, 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:

ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>FORTY-FOUR THOUSAND</u>, <u>EIGHT HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$44,892.00)</u> 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.

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"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 preapprentices, 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.

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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 Subjourneypersons. Apprentices and subjourneypersons 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.

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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 therefor; 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 therefor; 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.

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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.

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ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:	HOMBURG CONTRACTORS, INC.
Witness Date Witness Date Witness Date	Company Name //G//3 //GPresident Secretary Date
CITY OF MADISON, WISCONSIN Provisions have been made to pay the liability	Approved as to form:
that will accrue under this contract. Saul Mule Link Finance Director	City Attorney
Signed this 22M day of	Mayor Date
Carll all	machel Withhall to 1

Date

Witness

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Bond No.: 09038540

SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that		
Madison, Wisconsin, in the sum of FORTY-FOTWO DOLLARS AND ZERO CENTS (\$44,6	as surety, are held and firmly bound unto the City of OUR THOUSAND, EIGHT HUNDRED NINETY-892.00), lawful money of the United States, for the hereby bind ourselves and our respective executors and	
	pove bounden shall on his/her part fully and faithfully atto between him/herself and the City of Madison for the	
ATWOOD AVENUE/DUNNING STREET BIKE CROSSING CONTRACT NO. 7010		
prosecution of said work, and save the City harmle in the prosecution of said work, and shall save ha	as for labor performed and material furnished in the less from all claims for damages because of negligence armless the said City from all claims for compensation byces and employees of subcontractor, then this Bond is t.	
Signed and sealed this 9 da	ay of January, 2013	
Countersigned:	HOMBURG CONTRACTORS, INC. Company Name (Principal)	
Witness Secretary	VKE President Seal WS	EHL
Approved as to form:	Fidelity & Deposit Company of Maryland Surety Seal	
O City Attorney	By Kelsey Jacobson, Attorney-in-Fact	
This certifies that I have been duly licensed as a License No. 2564601 for the year	an agent for the above company in Wisconsin under 2013, and appointed as attorney-in-fact with	
authority to execute this payment and performance 1/9/13	bond which power of attorney has not been revoked.	
Date	Agent Signature Kelsey Jacobson, Hausmann-Johnson Insura	ance

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland City of Baltimore }ss:

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

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

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

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

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

CERTIFICATE

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

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

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

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

Assistant Secretary

Juin D. Bairf

MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 7, 2012

The attached "Prevailing Wage Rate Determination: (Pages 1 through 30), issued February 7, 2012, is hereby approved as the Minimum Wage Scale of the City of Madison.

State of Wisconsin Department of Workforce Development Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/13/2012

PROJECT

MADISON, WI 53703

ALEPUBLIC WORKS PROJECTS UNDER SEO 6610903 STATISE CITY OH MADISON MADISON CITY, DANE GOUNTY WILL TO BE SENTENCED TO SENTE

PROJECT OWNER:
ROBERT F. PHILLIPS, CITY ENGINEER
CITY OF MADISON-ENGINEERING
210 MARTIN L KING JR BLVD, RM 115

ROBERT F. PHILLIPS, CITY ENGINEER CITY OF MADISON-ENGINEERING 210 MARTIN L KING JR BLVD, RM 115 MADISON, WI 53703

REQUESTER:

ADDITIONAL CONTACT:

NORMAN DAVIS, CONTRACT COMPLIANCE CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV 210 MARTIN L KING JR BLVD, RM 523 MADISON, WI 537033342

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: http://dwd.wisconsin.gov/er/

PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66,0903, Wis. Stats.
Issued On: 1/13/2012

DETERMINATION NU	MBER: 201200105
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotlated On Or Before 12/31/2012. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATSCITY OF MADISON
PROJECT LOCATION	: MADISON CITY, DANE COUNTY, WI
CONTRACTING AGE	NCY: 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:	Time and one-half must be pald for all hours worked: - over 10 hours per day on prevailing wage projects - over 40 hours per calendar week - Saturday and Sunday - on all of the following holldays: 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. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
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, whevenever 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 journeyperson'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 falls 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 falled 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 Ilability 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 ilability 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 filled in the court in which the action is brought. Notwithstanding s. 814,04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tife Installer	29.06	15.16	44,22
102	Bollermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; 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.	32,26	16.60	48.86
104	Cabinet Installer	29.06	15,16	44.22
105	Carpenter	29.06	15.16	44.22
106	Carpet Layer or Soft Floor Coverer	29,06	15.16	44,22
107	Cement Finisher	32.03	15.13	47.16
108	Drywall Taper or Finisher	26.10	13.65	39,75
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. 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.	32,55	18.68	51.23
110	Elevator Constructor	43.79	25,48	69.27
111	Fence Erector	25.50	0.26	25.76
112	Fire Sprinkler Fitter	36.39	16.75	53.14
113	Glazler	36.23	11,22	47.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23,62	11.55	35.17
116 .	Ironworker	30,90	19.11	50.01
117	Lather	29.06	15.16	44.22

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
118	Line Constructor (Electrical)	35.97	18.08	54.05
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48,86
121	Metal Building Erector	22.00	4.11	26,11
122	Millwright	30.66	15.21	45.87
123	Overhead Door Installer	18,00	4.86	22,86
124	Painter	25.65	· 14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Plledriver	29.56	15,16	44.72
127	Pipeline Fuser or Welder (Gas or Utility)	29.54	18.84	48,38
129	Plasterer	29.03	15,16	44.19
130	Plumber	36.20	15,02	51.22
132	Refrigeration Mechanic Future Increase(s); Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40,35	16.21	56.56
133	Roofer or Waterproofer	28.06	0.00	28.06
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56,56
137	Teledata Technician or Installer	21,26	6,99	28,25
138	Temperature Control Installer -	32,55	18,68	51,23
139	Terrazzo Finisher	18.00	5.35	23,35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	23.77	16,00	39,77
142	Tile Setter Future Increase(s); Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	29.71	16.00	45.71
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31,75
144	Underwater Diver (Except on Great Lakes)	36,20	18.81	55.01
146	Well Driller or Pump Installer	25.32	15.30	40.62

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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	7074
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$ -	TOTAL \$
147	Siding Installer .	16.74	2.58	19.32
150	. Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32,37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	. 32.27
	. TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC,RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$.\$	\$
201	Single Axle or Two Axle	18.00	6.98	24.98
203	Three or More Axle Future Increase(s): Add \$1.57/hr on 6/1/2012.	18.00	13,83	31.83
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavément Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	18.00	13.68	31.68
	LABORERS			
	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.14	13,45	37,59
302	Asbestos Abatement Worker	23.96	12.88	36,84
303	Landscaper	17.00	6.36	23.36
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.39	12.20	32.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Rallroad Track Laborer	14.00	4.77	18.77

HEAVY	EQUIPMENT	OPERATORS -	
SITE PREPARATION.	UTILITY OR L	ANDSCAPING WORK	ONLY

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 Endioader (Over 40 hp); Compactor (Seif-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 (Seif 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 6/3/2012; Add \$1/hr on 6/2/2013.	32,42	17.98	50.40
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).	31,89	14.44	46.33
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; Oller; 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 6/3/2012; Add \$1/hr on 6/2/2013.	31,89	17.98	49,87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator, Premium Increase(s):	37.45	19.45	56,90

Premlum Increase(s):
Add \$.50/hr for iriction crane, lattice boom or crane certification (CCO).

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CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL \$
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.	26,80	18.52	45.32
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.	27.75 ·	19.15	46.90
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA	ANDSCAPING W	/ORK	
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$50/hr at 200 ton: Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34,62	17.98	52,60
	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Calsson 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; Versl Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$,25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51,60
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). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

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Detern	nination No. 201200105			Page 8 of 3
	Fringe Benefits Must Be Pald On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
CODE	TRADE OR OCCUPATION	OF PAY \$	\$	\$
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); Manholst; Material or Stack Holst; 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 6/3/2012; Add \$1/hr on 6/2/2013.		17.98	49.87
512	Backfiller; Broom or Sweeper; Bulldozer or Endicader (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/Sonlo, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Holst (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; 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; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35,59	19.10	54.69
13	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boller (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; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29 .1 9	17.98	47.17
14	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
15	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	30.32	17,40	47.72
16	Flber Optic Cable Equipment	22.00	7.27	29.27

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			
CODE	. Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32,66	16.20	48.86
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksglving Day & Christmas Day.	33,43	19.31	52.74
	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; 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.	30,68	15.68 	46,36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. 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.	31.54	20.95	52.49
111	Fence Erector	25.50	0.26	25.76
116	Ironworker 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.	31.31	22.22	53,53
118	Line Constructor (Electrical)	35,97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Plledriver	29.56	15.16	44.72
130	Plumber	36,20	15.02	51.22
135	Steamfitter	39.90	15.76	55,66
137	Teledata Techniclan or installer	21.26	6.99	28.25

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Deteri	mination No. 201200105			Page 10 of 30
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL ·
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39,02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23,38	12,48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
201	Single Axle or Two Axle	23.00	8,64	31.64
203	Three or More Axle	21.17	9.51	30.68
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1,76/hr on 6/1/2012; 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.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21,17	9.51	30,68
	LABORERS	\$ -\$***		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s):	25.28	13.44	38.72

Future Increase(s):
Add \$.70/hr. on 06/04/2012; 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.

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Detern	nination No. 201200105		A 444 A 444	Page 11 of 30
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
303	Landscaper	17.00	6.36	23,36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16,51	0,00	16.51
314	Rallroad Track Laborer	, 14.00	4.77	18.77
	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR	К		
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17,98	51.60
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	32.42	17.98	50.40

Crane, Lower Crane, Portable Lower, Pedestal Tower or Derrick, Withforwithout 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 6/3/2012; Add \$1/hr on 6/2/2013.

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Determ	ination No. 201200105			Page 12 of 30
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Buildozer 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); Manholst; Material or Stack Holst; 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 6/3/2012; Add \$1/hr on 6/2/2013.	31,89	17.98	49.87
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; Holst (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 Chalin Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.89	· 17.16	48.05
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Verlical & 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 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17,98	47.17
526	Boiler (Temporary Heat); Forklift; Greaser; Oller.	29,19	17.96	47.15
27	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01 ·
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.	36.20	18.81	55.01

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CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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, Silp, Dock or Scow, Deck Machinery.	26.80 .	18.52	45.32
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.	26,80	18.52	45,32

ALBRORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION TO THE PROPERTY OF THE PROPERTY

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
105	Carpenter	30.23	15.16	45.39
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; 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.	30.68	15.68	46.36
109	Electrician	37.25	14.68	51.93
111	Fence Erector	35,62	0.00	35.62
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35,97	18.08	54,05
124	Painter	28.00	11.15	39.15
125	Pavement Marking Operator	26.65	14.92	41.57
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35,42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	14.07	39,25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86

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154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; 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.	22.35	16,19	38.54
203	Three or More Axle Future Increase(s); Add \$1.75/hr on 6/1/2012; Add \$1.86/hr on 6/1/2013. Premlum Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksglving Day & Christmas Day.	22.50	16.19	38,69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	24.91	15.63	40,54
205	Pavement Marking Vehicle	23,84	14.76	38.60
206	Shadow or Pilot Vehicle	24.76	15.35	40.11
207	Truck Mechanic	24.91	15.35	40.26

	LABORERS	•		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2012: Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for fopman, 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 \$.46/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 preptime prior to and/or cleanup after such time period).	27,20	13.45	40.65
302	Asbestos Abatement Worker	23.96	12.88	36,84
303	Future Increase(s): Add \$1.60/hr on 6/1/12; 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, Thanksglving 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).	27.20	13.45	40.65
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; 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.	23,55	13.45	37.00

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Detern	nination No. 201200105		•	Page 17 of 30
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$ 16,51	0,00	16,51
314	Railroad Track Laborer .	14.00	4,77	18.77
·	HEAVY EQUIPMENT OPERATORS			
	AIRPORT PAVEMENT OR STATE HIGHWAY CO	NSTRUCTION		•
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	,	\$	\$	<u> </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 6/1/12; 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, Thanksglving 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).		18.90	53.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson Rlg; 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 6/1/12; 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 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).	33,72	18,90	52.62

CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
roo	Air Troots Rotons or Percussion Ortillog Machine &/or Hammers, Biaster:	33.22	18.90	52.12

Air Track, Rotary or Percussion Drilling Mach Asphalt Heater, Planer & Scarlfier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bldwell Type); Concrete Silpform 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 Holst; 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; Skld 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.

Future Increase(s):
Add \$2/hr on 6/1/12; 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 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).

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
534	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; Holst (Tugger, Automatic); Jeep Digger; Johnt Sawer (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. Future Increase(s): Add \$2/hr on 6/1/12; 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 for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial Illumination condilions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	. 32,96	18.90	51.86
535	Alr Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boller (Temporary Heaf); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/12; 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 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).	32.67	18.90	51,57

Fiber Optio Cable Equipment.

Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.

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CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
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.	36.20	18.81	- 55.01
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.	26.80	18.52	45.32
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.	26,80	18,52	45,32

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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
		32,66	16.20	48,86
103	Bricklayer, Blocklayer or Stonemason			44.22
105	Carpenter	29.06	15.16	
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; 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.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$,50/hr, effective 06/04/2012. 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.	28.74	17.86	46,60
111	Fence Erector	25,50	0,26	25.76
116	Ironworker -	30,90	19.11	50,01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26,00
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6,99	28,25
143	Tuckpointer, Caulker or Cleaner	22.00	9,75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55,01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35,42	12,90	48.32

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CODE

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CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
301	General Laborer	26.15	12.29	38.44
303	Landscaper	23.71	15,07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

542

	HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE V	VORK		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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 6/1/12; 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 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).	34.22	18.90	53,12
542	Backhoe (Track Type) Haying a Mfgr.'s Rated Capacity of 130,000 Lbs. of	r 33.72	18.90	52.62

Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 Pllot (NOT Performing Work on the Great Lakes); Pile Driver.

Future Increase(s); Add \$2/hr on 6/1/12; 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 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).

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	33.22	18.90	52,12

Air Track, Rolary or Percussion Drilling Machine & for 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); Manholst; Material or Stack Holst; 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.

Future Increase(s):
Add \$2/hr on 6/1/12; 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, Thanksglving 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).

Determination	No.	201200105
DORGHAMACAGOLI	140.	201200100

Determ	ination No. 201200105		,	Page 25 of 30
	Fringe Benefits Must Be Pald On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	\$ \$
544	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 Sawer (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); Telehandier; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/12; 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 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).	33.22	18.90 .	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boller (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 Weil Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18,81	55.01
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.	36,20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 60 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.	26.80	18.52	45.32
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.	26.80	18,52	45.32

HEAVY	EQUIPMENT	T OPERATORS	
		OR OTHER WORK	(

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollles; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62 n ·	17.96	52,58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr		18.90	52.62

on 6/1/14.

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, Thanksglving 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).

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Determination I	No.	201200105
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	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
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/Sonio, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Silpform 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); Manholst; Material or Stack Holst; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Rallroad Track Rall 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.56	51.22
	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; Holst (Tugger, Automatic); Jeep Digger; Joint Sawer (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.	31.52	17,89	49,41
	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boller (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oller; 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 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	32.67	18.55	51.22
	1,100			

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION 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 TRADE	S		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
101	Acoustic Celling Tile Installer	27.00	2.47	29.47
102	Bollermaker	31.09	23.76	54.84
103	Bricklayer, Blocklayer or Stonemason	32.00	3.00	35.00
104	Cabinet Installer	22.00	2.74	24.74
105	Carpenter	27.00	3.46	30,46
106	Carpet Layer or Soft Floor Coverer	23,95	2.78	26.73
107	Cement Finisher	21.33	4.25	25.58
108	Drywall Taper or Finisher	23.80	1.55	25.35
109	Electrician	22,00	9,18	31.18
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector ·	17.64	4,33	21.97
112	Fire Sprinkler Fitter	36,39	16.97	53.36
113	Glazler	36,23	11.22	47.45
114	Heat or Frost Insulator	29.04	19.73	48,77
115	Insulator (Batt or Blown)	18,95	1,70	20,65
116	Ironworker	30,90	19.11	50.01
117	Lather	28.15	15.14	43.29
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason .	32.66	16.20	48.86
121	Metal Bullding Erector	17.50	2.80	20,30
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	25,65	6,33	31.98
125	Pavement Marking Operator	26,00	0,00	26.00

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HOURLY FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
0.29	19.29
10.34	40,34
0.00	30,96
1,55	31.40
3.40	24.43
11,05	43.64
5.32	24.55
4.11	26.56
5.35	23,35
16.27	47.43
13.36	37.32
0.00	21.00
12.88	36,84
12.38	27.48

20,22

1.42

HOURLY

BASIC RATE OF PAY

19.00

30.00

30,96

29,85

21.03

32.59

19.23

22,45

18,00

31.16

23,96

21.00

23.96

15.10

18.80

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	19.86	2.54	22.40
203	Three or More Axle	19.50	14.27	33.77
205	Pavement Marking Vehicle	19,25	10.84	30.09
207	Truck Mechanic	19.00	1.75	20.75
	LABORERS			

TRUCK DRIVERS

Determination No. 201200105

Plasterer

Plumber

Steamfitter

129

130

132

133

134

135

137

138

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140

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142

143

146

147

CODE TRADE OR OCCUPATION

Refrigeration Mechanic

Roofer or Waterproofer

Teledata Technician or Installer

Temperature Control Installer

Tuckpointer, Caulker or Cleaner

Well Driller or Pump Installer

Sheet Metal Worker

Terrazzo Finisher

Terrazzo Mechanic

Tile Finisher

Siding Installer

Tile Setter

Fringe Benefits Must Be Paid On All Hours Worked

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	16.09	7.18	23.27
302	Asbestos Abatement Worker	17.00	2,21	19.21
303	Landscaper	25.00	0,54	25,54

Determination No. 201200105		Page 30 of		
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16,51	0.00	16.51
	HEAVY EQUIPMENT OPERATOR RESIDENTIAL OR AGRICULTURAL CONS	S TRUCTION	•	
CODE	Fringe Benefits Must Be Pald On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bltuminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endicader; 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 Bidwelf-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, Dragilne, 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); Manholst; Material or Stack Holst; 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.		15.37	44,82
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boller (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; Oller; 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.	26.45	14.35	40.80