Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/24/2013 -----

Contract between:

R.G. HUSTON COMPANY, INC.

and Dept. or Division:

Parks

Name/Phone Number:

Project: TENNEY PARK LAGOON OUTLET GATE

Contract No.: 7066

File No.: 29988

Enactment No.: RES-13-00396

Enactment Date: 05/22/2013

Dollar Amount: 59,365.00

(Please DATE before routing)

Signatures Required		Date Received	Date Signed
City Clerk		5-28-2013	5-28-2013
Director of Civil Rights		1 5-28-13	1 S-30-13400
Risk Manager		5-20-12	5-30-13 KAB
Finance Director		5-30-13	1 5/31/2013 CF
City Attorney	162	5-31-13	5-31-13
Mayor		5-31.13	5-31,13

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

Original + 2

Copies

05/24/2013 10:09:22 enamb - Mike Sturm 267-4921

Dis Rights: OKHNIA Prev Wage: AA Agency / No

Contract Value: See above AA Plan: Penting Ferren AA

Amendment / Addendum #

Type: POS / BVIp / Spdv / Gov't / Grant PW/Goal/Loan / Agrmt Sign In

Legislative Information Center Home

Legislation

Meetings

Common Council

Boards, Commissions and Committees

Members

Details

Reports

Awarding Public

File #:

29988 Version: 1

Name:

Works Contract No. 7066, Tenney Park

Lagoon Outlet Gate.

Type:

Resolution

Status:

Passed

File created:

4/30/2013

In control:

**BOARD OF PUBLIC** 

WORKS

On agenda:

5/21/2013

Final action:

5/21/2013

Enactment date:

5/22/2013

Enactment #:

RES-13-00396

Title:

Awarding Public Works Contract No. 7066, Tenney Park Lagoon Outlet Gate.

Sponsors:

**BOARD OF PUBLIC WORKS** 

Attachments:

1. Contract 7066.pdf

History (3)

Text

y				
3 records	Group	Export		
Date	Ver.	Action By	 Action	Action Result
5/21/2013	1	COMMON COUNCIL		
5/8/2013	1	BOARD OF PUBLIC WORKS		
4/30/2013	1	Engineering Division	Refer	Refer

# CONTRACT NO. 7066 TENNEY PARK LAGOON OUTLET GATE

# R G HUSTON COMPANY

\$59,365.00

Acct. No.CL60-58201-810678-00-0000000-60108C00	\$26,000.00
Acct. No.CL60-58201-810741-00-0000000-60108C00 Contingency 8% <u>+</u> Sub-Total	\$33,365.00 <u>4,749.00</u> \$38,114.00
GRAND TOTAL	<u>\$64,114.00</u>

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

Thursday, May 23, 2013

BARTON, DENNIS M **NEW BERLIN WI** 

Year of Birth: 1938

Status: Active

License Number: 125401

NPN\*\*: 283633

Effective Date: 01-01-1982 Expiration Date: 12-31-2014

License Type: Resident Intermediary Indv

CE Compliance: 12-31-2014

## **Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	01-01-1982	Active
Fidelity	Resident	01-01-1982	Active
Property	Resident	01-01-1982	Active

# **Adjudicated Administrative Actions**

Legal File: 72-C7044 Adjudicated Date: 06-14-1972

Actions: Forfeiture: \$500

Allegations: payment as counselor and agent

Note: If this administrative action was settled with a stipulation, the Respondent denied

the allegations but both parties agreed to the action taken except as noted in the stipulation. See the actual stipulation or order by viewing it at:

https://ociaccess.oci.wi.gov/OrderInfo/OrdInfo.oci

# **Appointments and Terminations**

	lification e/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual	CAS/Inactive	05-10-2005	10-14-2011	Canceled
Insurance Company	PROP/Inactive	05-10-2005	10-14-2011	Canceled
American Casualty Company of Reading,	CAS/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
Pennsylvania	PROP/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
American Insurance	CAS/Active	06-08-1987		
Company, The	PROP/Active	06-08-1987		
Amwest Surety Insurance Company	CAS/Inactive	10-11-1994	10-25-1996	Inadequate Production
Automobile	CAS/Inactive	06-15-1993	12-05-2009	Canceled
Insurance Company	PROP/Inactive	06-15-1993	12-05-2009	Canceled

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of Hartford, Connecticut, The		allines and dispropose grounds resist, from a time story consequently and the story consequence of		
Berkley Regional Insurance Company	CAS/Active PROP/Active	03-05-2008 03-05-2008		
Capitol Indemnity Corporation	CAS/Active PROP/Active	08-29-1994 08-29-1994		
Carolina Casualty Insurance Company	CAS/Active PROP/Active	11-13-1996 11-13-1996		
Charter Oak Fire Insurance Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Continental Casualty Company	CAS/Active PROP/Active	08-27-1993 08-27-1993		
Economy Fire & Casualty Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	11-03-2003 11-03-2003	Inadequate Production Inadequate Production
Farmington Casualty Company	CAS/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	09-01-2004 09-01-2004		
Fidelity and Guaranty Insurance Company	CAS/Inactive PROP/Inactive	03-02-1992 03-02-1992	12-05-2009 12-05-2009	Canceled Canceled
Guarantee Company of North America USA, The	CAS/Active	09-09-2010		
Gulf Insurance Company	CAS/Inactive PROP/Inactive	09-14-1993 09-14-1993	06-30-2005 06-30-2005	Inadequate Production Inadequate Production
Hanover Insurance Company, The	CAS/Active PROP/Active	10-12-2004 10-12-2004		
Liberty Mutual Fire Insurance Company	CAS/Active	05-20-2009		
Liberty Mutual Insurance Company	CAS/Active	05-20-2009		
LM Insurance Corporation	CAS/Active	05-20-2009		
Massachusetts Bay Insurance Company	CAS/Active PROP/Active	10-12-2004 10-12-2004		

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National Fire Insurance Company	CAS/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
of Hartford	PROP/Inactive	08-27-1993	11-17-2004	Vol. Surrender per Agent Rqst
Old Republic Insurance Company	CAS/Active PROP/Active	12-18-1990 12-18-1990		
Old Republic Surety Company	CAS/Active PROP/Active	12-18-1990 12-18-1990		
Phoenix Insurance Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Seaboard Surety Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	02-17-2009 02-17-2009	Canceled Canceled
St. Paul Fire and Marine Insurance Company	CAS/Active PROP/Active	12-09-1998 12-09-1998		
St. Paul Guardian Insurance Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	12-05-2009 12-05-2009	Canceled Canceled
St. Paul Mercury Insurance Company	CAS/Inactive PROP/Inactive	12-09-1998 12-09-1998	12-05-2009 12-05-2009	Canceled Canceled
Standard Fire Insurance Company, The	CAS/Inactive PROP/Inactive	06-15-1993 06-15-1993	12-05-2009 12-05-2009	Canceled Canceled
Transcontinental Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	12-11-2002 12-11-2002	Inadequate Production Inadequate Production
Transportation Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	12-06-2002 12-06-2002	Inadequate Production Inadequate Production
Travelers Casualty and Surety Company	CAS/Active PROP/Active	06-15-1993 06-15-1993		
Travelers Casualty and Surety Company of America	CAS/Active PROP/Active	06-15-1993 06-15-1993		
Travelers Casualty Company of	CAS/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Connecticut	PROP/Inactive	06-15-1993	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company	CAS/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
of America	PROP/Inactive	06-15-1993	11-22-2000	Vol. Surrender per Agent Rqst
Travelers	CAS/Inactive	06-15-1993	11-22-2000	Vol. Surrender per

Commercial Insurance Company	PROP/Inactive	06-15-1993	11-22-2000	Agent Rqst Vol. Surrender per Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active PROP/Active	12-11-2007 12-11-2007		
Travelers Indemnity Company of America, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company of Connecticut, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Indemnity Company, The	CAS/Active PROP/Active	01-13-2006 01-13-2006		
Travelers Property Casualty Company of America	CAS/Active PROP/Active	01-13-2006 01-13-2006		
United Fire & Casualty Company	CAS/Active PROP/Active	11-01-1996 11-01-1996		
United States Fidelity and Guaranty Company	CAS/Inactive PROP/Inactive	03-17-1986 03-17-1986	12-05-2009 12-05-2009	Canceled Canceled
USF&G Insurance Company of Wisconsin	CAS/Inactive PROP/Inactive	05-24-1995 05-24-1995	01-01-2001 01-01-2001	Company Merger Company Merger
Valley Forge Insurance Company	CAS/Inactive PROP/Inactive	08-27-1993 08-27-1993	07-11-2003 07-11-2003	Inadequate Production Inadequate Production
West Bend Mutual Insurance Company	CAS/Inactive PROP/Inactive	01-12-2001 01-12-2001	12-27-2011 12-27-2011	Canceled Canceled
Western Surety Company	CAS/Active CAS/Inactive	10-28-2010 03-19-2002	09-21-2010	Vol. Surrender per Agent Rqst
XL Specialty Insurance Company	CAS/Inactive	01-05-1993	11-03-2006	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-05-1993	11-03-2006	Vol. Surrender per Agent Rqst

<sup>\*</sup> Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

<sup>\*\*</sup> NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

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 $\phi_{\mathbb{Z}}^{i_{1}}(x):=x_{i_{1},i_{2}}^{i_{2}}(x)$ 

BID OF\_\_\_\_\_\_ R. G. HUSTON CO., INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**TENNEY PARK LAGOON OUTLET GATE** 

**CONTRACT NO. 7066** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MAY 21, 2013

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

https://bidexpress.com/login

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# TENNEY PARK LAGOON OUTLET GATE CONTRACT NO. 7066

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This Proposal, and Agreement have been prepared by:

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

Kevin Briski, Superintendant of Parks

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# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	TENNEY PARK LAGOON OUTLET GATE		
CONTRACT NO.:	7066		
BID BOND	5%		
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	APRIL 26, 2013		
BID SUBMISSION (1:00 P.M.)	MAY 3, 2013		
BID OPEN (1:30 P.M.)	MAY 3, 2013		
PUBLISHED IN WSJ	APRIL 12, APRIL 19 & APRIL 26, 2013		

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

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

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

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

# STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, <a href="https://www.cityofmadison.com/Business/PW/specs.cfm">www.cityofmadison.com/Business/PW/specs.cfm</a>.

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

# SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

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

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

Build	ding	Demolition			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
Stre	et. I	Utility and Site Construction	,		
201		Asphalt Paving	280		Sewer Lateral Drain Cleaning/Internal TV Insp.
205		Blasting			Sewer Lining
210	Ħ	Boring/Pipe Jacking			Sewer Pipe Bursting
215		Concrete Paving	295		Soil Borings
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	300		Soil Nailing
221		Concrete Bases and Other Concrete Work	305	茵	Storm & Sanitary Sewer Laterals & Water Svc.
225		Dredging			Street Construction
230	Ħ	Fencing			Street Lighting
235	H	Fiber Optic Cable/Conduit Installation			Tennis Court Resurfacing
240	Ħ	Grading and Earthwork			Traffic Signals
241	ш	Horizontal Saw Cutting of Sidewalk			Traffic Signing & Marking
242	П	Infrared Seamless Patching		_	Training or an arrange
245					
250		Landscaping, Maintenance Landscaping, Site and Street	332	П	Tree pruning/removal
		Parking Ramp Maintenance			Tree, pesticide treatment of
251					Trucking
255	H	Pavement Sealcoating and Crack Sealing	555	ш	radiang
260	$\forall$	Petroleum Above/Below Ground Storank Tank Removal/Install	340	$\Box$	Utility Transmission Lines including Natural
265	$\vdash$	Retaining Walls, Precast Modular Units	340	Ш	Gas, Electrical & Communications
270	Ш	Retaining Walls, Reinforced Concrete			Gas, Electrical & Communications
275		Sanitary, Storm Sewer and Water Main Construction	200		Othor
			399	Ш	Other
D.: 1		0			
		Construction			
501	Ш	Bridge Construction and/or Repair			
Build	ding	Construction		_	
401		Floor Covering (including carpet, ceramic tile	435	닏	Masonry/Tuck pointing
		Installation, rubber, VCT			Metals
402		Building Automation Systems			Painting and Wallcovering
403		Concrete			Plumbing
404		Doors and Windows			Pump Repair
405		Electrical - Power, Lighting & Communications			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	Ħ	General Building Construction, Equal or Less than \$250,000	466		Warning Sirens
420	П	General Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks
425	Ħ	General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing	480	一	Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal		_	Architectural
430	H	Heating, Ventilating and Air Conditioning (HVAC)	499	П	Other
433		Insulation - Thermal			
400	ш	msdiation - mermai			
Stat	e 0	f Wisconsin Certifications			
1	Ť	Class 5 Blaster - Blasting Operations and Activities 2500 feet and	d clos	er to	inhabited buildings for quarries, open pits and
'	ш		. 0.00		annual control of the quantity of the control
2	<b>_</b>	road cuts. Class 6 Blaster - Blasting Operations and Activities 2500 feet and	d clas	er to	inhabited buildings for trenches, site
2	ш	excavations, basements, underwater demolition, underground ex	7 0100	tions	or structures 15 feet or less in height
_		Class 7 Blaster - Blasting Operations and Activities for structures	aroa	tor t	han 15 in height bridges towers and any of
3	Ш	Class / Blaster - Blasting Operations and Activities for Structures	yıca	ici i	man 15 in height, bridges, towers, and any or
,	_	the objects or purposes listed as "Class 5 Blaster or Class 6 Blas	elleti	on (	Attach conics of State Certifications
4	$\sqcup$	Petroleum Above/Below Ground Storage Tank Removal and Inst	anau	יין ווט	and shotement nor the Missensin Department
5	Ш	Hazardous Material Removal (Contractor to be certified for asbes	Stos a	ına ı	ead abatement per the visconshi Department
		of Health Services, Asbestos and Lead Section (A&LS).) See the	tollo:	wing	ink for application.
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Perfo	rman	ice c	Aspestos Abatement Certificate must be
		attached.			The state of the state of
6		Certification number as a Certified Arborist or Certified Tree Wor	ker a	s ad	ministered by the International Society of
		Arboriculture			
7		Pesticide application (Certification for Commercial Applicator For	Hire	with	the certification in the category of turf and
		landscape (3.0) and possess a current license issued by the DA	TCP)		
8		Other			
9	Ħ				

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# **SECTION B: PROPOSAL**

Please refer to the
Bid Express Website
at <a href="https://bidexpress.com">https://bidexpress.com</a>
look up contract number
and go to
Section B: Proposal Page
(if bidding electronically)

# SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

SBE NOT APPLICABLE

#### SECTION D: SPECIAL PROVISIONS

# TENNEY PARK LAGOON OUTLET GATE CONTRACT NO. 7066

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:

$\boxtimes$	Building and Heavy Construction
	Sewer, Water, and Tunnel Construction
	Local Street and Miscellaneous Paving Operations
	Residential and Agricultural Construction

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

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

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

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

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

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

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

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

#### SECTION 102.12: BEST VALUE CONTRACTING

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

#### SECTION 104 SCOPE OF WORK

This contract shall include all work, material, and labor necessary to purchase and install the Tenney Lagoon Outlet Gate. Project activities will include the removal of the existing stop-log structure and installation of a new dual-leaf gate. The Contractor shall view the site prior to bidding to become familiar with gate access and existing conditions. All construction access is through the existing outlet structure manhole, no pavement removal and/or excavation is permitted to complete the work.

#### 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.

An Engineer's representative may be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as delegated to him or her by the Engineer.

# SECTION 105.12 COOPERATION OF THE CONTRACTOR

Water levels for the Tenney Park Lagoon are controlled by a stop-log structure within the culvert. The lagoon water level is lowered by Madison Parks staff for seasonal maintenance each fall. The Contractor shall submit a request to the Engineer specifying the dates the Contractor anticipates the work to occur two (2) days prior to the preconstruction meeting. City staff will coordinate the annual lagoon drawdown with the proposed work dates. It will not be possible to drain the lagoon completely dry. The Contractor shall perform any additional dewatering using pumps and temporary cofferdams per Bid Item 90001. The Contractor shall meet all requirements of the City of Madison and Wisconsin Department of Natural Resources.

The Contractor will be allowed to store equipment and materials on site as shown in the drawings, with the exact location to be confirmed at the preconstruction meeting. The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. The Contractor is responsible for securing all equipment and materials at the end of each work day.

The outlet control structure is located adjacent to a heavily used bicycle/pedestrian path. The Contractor shall not impede bicycle/pedestrian access with construction operations. The Contractor shall maintain full path access, free and clear of equipment and materials for the duration of the project. See Bid Item 109011 for construction barricade and sign requirements.

The Contractor should note that the Tenney Park Shelter/Skating facility may be reserved for events during the construction period. Access to the shelter from Thornton Ave. must be open at all times.

# SECTION 105.13 ORDER OF COMPLETION

The order of doing the work is subject to the review of the City. Prior to beginning construction, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all construction operations, as well as a Staging and Site Access Plan for approval by the City. The sequence of scheduled operations may be modified by the City to accommodate specific needs.

# SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

Disturbance to the park is not anticipated in the areas immediately adjacent to the work staging location, bike/pedestrian path, and control structure access area. The Contractor shall protect concrete curbs, asphalt paving, lawn, trees and planting beds from construction operation related damage. The Contractor shall repair any damage at no cost to the City in accordance to the Standard Specifications for Public Works Construction.

# SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall ensure that his/her operations do not block access to the park. The Contractor shall access the outlet control structure via the bike/pedestrian path. At no time shall the Contractor drive any vehicles or equipment on the bike path without the use of two flaggers.

Any necessary work zone signing and barricading shall conform to Part VI of the Federal Highways Administration's "Manual on Uniform Traffic Control Devices" (MUTCD) and The City of Madison Standards for Sidewalk and Bikeway Closures.

# SECTION 107.14 WEAPONS PROHIBITION

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

# SECTION 108.2 PERMITS

A copy of the DNR letter dated February 8, 2013 approving the gate replacement and specifying the DNR requirements for the work is included in this Contract (see pages D-12 to D-15). It shall be the responsibility of the Contractor to meet all of the requirements of the DNR letter of approval and pay all applicable charges and fees associated with the permit. All permit costs shall be incidental to the Mobilization bid item for this Contract.

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

#### SECTION 109.2 PROSECUTION OF THE WORK

Site mobilization cannot begin prior to OCTOBER 14, 2013.

Project completion shall be done by NOVEMBER 8, 2013.

The Engineer shall schedule a pre-construction meeting prior to the start of construction.

Work shall begin only after the contract is executed and the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

#### **ARTICLE 307 - CONCRETE RESTORATION**

# 307.1 Description

Concrete repair shall consist of completely repairing areas damaged during the removal of the existing log dam control structure. Activities shall include thoroughly cleaning the area to be repaired, removing all broken or damaged concrete, and repairing concrete and reinforcement as described in this section.

# 307.1(a) Submittals

The Contractor shall supply submittals to the Engineer prior to installing the item, or beginning work on the segment to which the submittal applies. The Contractor shall submit the appropriate product data including: concrete mix design(s), product standards, physical and chemical characteristics, technical specifications, product limitations, maintenance instructions, and general recommendations regarding each material.

The Contractor shall also supply documentation showing the products to be used on site meet or exceed specified requirements.

#### 307.1(b)

#### References

- American Society for Testing and Materials (ASTM International):
  - ASTM A82 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
  - ASTM A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
  - ASTM A996 Standard Specifications for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
  - ASTM C33 Standard Specification for Concrete Aggregates
  - ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in Cube Specimens)
  - ASTM C150 Standard Specification for Portland Cement
  - ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete
  - ASTM C293 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam With Center-Point Loading)
  - ASTM C404 Standard Specification for Aggregates for Masonry Grout
  - ASTM C882 Standard Test Method for Bond Strength of Epoxy-Resin Systems
     Used with Concrete by Slant Shear
- American Welding Society:
  - AWS D1.4 Structural Welding Code Reinforcing Steel

#### 307.2 Products

Products and materials supplied for this project shall be produced by a company specializing in the manufacture of such products with a minimum of five years documented experience. All materials shall be transported, handled, stored, and disposed according to the manufacturer's recommendations.

The Contractor shall supply products for this project that comply with the specifications detailed in this section. Products shall be supplied by a company that specializes in the manufacture of the specified product, with a minimum of five years of documented production.

All materials shall be transported, handled, stored, and disposed according to the manufacturer's recommendations and all applicable state and federal regulations.

#### 307.2(a) Epoxy Adhesive Injection Materials

Epoxy adhesive materials used in repairing concrete shall be manufactured by Sika Corporation and of the Sidadur 35 product line, or an approved equivilant.

The epoxy adhesive shall be a two-part epoxy adhesive containing 100 percent solids, and shall have the following minimum characteristics:

Characteristic	Test Method	Results
Bond Strength	ASTM C882	2,700 psi
Tensile Strength	ASTM D638	6,600 psi
Elongation	ASTM D638	2 percent at 7 days 70 degrees F
Flexural Strength	ASTM D790	8,000 psi
Compressive Strength	ASTM D695	6,500 psi

#### 307.2(b)

#### Cementitious Mortar Materials

The cementitious material used for repairing concrete shall be packaged patching mortar and meet the following requirements:

- Compressive Strength: minimum 2,000 psi after one day and 5,000 psi after 28 days, per ASTM C109
- Bond Strength: minimum 2,000 psi after 28 days per ASTM C882
- Flexural Strength: minimum 1,500 psi after 28 days, per ASTM C293

Acceptable products include LA40 Repair Mortar, manufactured by BASF; S66 CI, manufactured by Master Builders Technologies; Emaco R310 CI, manufactured by Master Builders Technologies; or approved equivalent. The cementitious mortar shall be mixed to the consistency required for the purpose intended.

If recommended by the manufacturer of the cementitious mortar, the Contractor shall provide bonding agent. Any bonding agents used as mixture additives shall be handled, mixed, and stored as recommended by the manufacturer.

#### 307.2(c)

#### Reinforcement Materials

Reinforcing steel used to repair concrete shall comply with ASTM A615, and be 60 ksi yield grade billet-steel deformed bars, unfinished finish.

Reinforcing wire used to repair concrete shall comply with ASTM A82 and be 70 ksi yield plain wire.

#### 307.3

#### **Construction Methods**

Prior to beginning any work, the Contractor shall verify that all surfaces are fully prepared to have work completed. The beginning of installation shall signify the Contractor accepts the substrate.

# 307.3(a)

#### Preparation

The Contractor shall clean all surfaces to be repaired. The surfaces shall be free of dirt, laitance, corrosion, and other contamination. The surfaces shall be cleaned by using water and wire brushes. All surfaces shall be allowed to dry prior to beginning repair work.

For areas to be patched with cementitious mortar, the Contractor shall remove all deteriorated concrete, dirt, oil, grease, and any other bond inhibiting material from the surface.

The repair area shall not be less than 1/8 inch in depth. Any preparatory concrete removal shall be completed with a pneumatic chipping hammer of 15-pounds or less, or by other approved mechanical means. Chipping shall expose a fractured aggregate surface with a minimum surface profile of +/- 1/16 inch.

If reinforcing bar is exposed for half its diameter or ore, or its bond to the adjacent concrete is broken, then the remaining concrete around the bar shall be removed to provide a minimum clearance of ¾ inch between the bar and the concrete.

Any exposed reinforcing or exposed fractured concrete surfaces shall be thoroughly cleaned by sandblasting. Reinforcement shall be treated with anti-corrosion coating.

307.3(b)

Repair Work

The Contractor shall repair reinforcement by lap splicing new bar reinforcement to existing reinforcement. All welding work shall be completed in accordance with AWS D1.4.

Exposed structural, shrinkage, and settlement cracks shall be repaired by the use of epoxy injection.

Bonding agent shall be applied to all exiting concrete surfaces prior to patching or repairing.

307.3(c)

Epoxy Resin

When repairing cracks with epoxy resin, the Contractor shall provide temporary entry ports that are spaced to allow movement of fluids between ports. Ports shall be no deeper than the depth of the crack to be filled and the port diameter shall be no greater than the thickness of the port. Temporary seals shall be provided at the concrete surface to prevent leakage of adhesive.

Epoxy resin adhesive shall be injected into the prepared ports under pressure, and using equipment that is appropriate for this particular application.

The injection process shall begin at the lower entry port and continue until adhesive appears in the adjacent entry port. This process shall continue from port to port until the entire crack is filled.

The temporary seal shall be removed and any excess adhesive shall be cleaned. The surfaces adjacent to the repair shall be cleaned and the finish shall be blended.

307.3(d)

Cementitious Mortar Application

Prior to applying mortar, the Contractor shall apply a coating of bonding agent to the concrete surfaces. The Contractor shall provide full surface coverage.

Cementitious mortar shall be applied by a steel trowel to an average thickness of 3 inches. The mortar shall be tamped into place, filling all voids and spalled areas.

The mortar shall be damp cured as recommended by the manufacturer.

#### **BID ITEM 109011 MOBILIZATION**

#### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Also included in this Bid Item is the acquisition and cost of any permits necessary to complete the work.

Contractor shall supply and maintain construction barricades to alert bicycle/pedestrian traffic of the work area for the duration of the project. The cost of supplying and maintaining the barricades is part of mobilization.

Construction barricade placement shall include, but not be limited to:

1. One, MUTCD Type 2 barricade 20 ft. north of the outlet structure.

- 2. One, MUTCD Type 2 barricade 20 ft. south of the outlet structure.
- 3. One, 20 ft. long, A-frame barricade placed adjacent to the access panel and parallel to the path of travel.

The MUTCD Type 2 barricades shall have a MUTCD compliant 'CONSTRUCTION WORK AHEAD', 30" x 30" sign panel securely mounted to them. The signs shall be placed perpendicular to the path of travel and face on-coming pedestrian and bicycle traffic. Barricade mounted signs shall not encroach on the width of the bicycle/pedestrian path.

#### METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum for all work described above.

## **BASIS OF PAYMENT**

Mobilization shall be measured as described above which shall be full payment for all work as described above.

## **BID ITEM 90001 - SITE WATER CONTROL**

#### **DESCRIPTION**

This bid item shall include all work necessary to control water on the site. This shall include any dewatering, storm water control, or surface water control necessary for any portion of the work. The Contractor may, if they choose, install temporary cofferdams to assist in water control. The cofferdams shall be constructed of material suitable for the site conditions and appropriate to accommodate water levels encountered in Tenney Lagoon and the Yahara River.

Any proposed cofferdams and dewatering methods shall be approved by the Engineer prior to being installed or implemented. The Contractor shall be responsible for complying with all permits and regulations associated with water control on the site.

The Contractor shall be responsible for all work materials and equipment required to comply with WDNR permit conditions to dewater the site. The Contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work.

Dewatering activities shall comply with WDNR Technical Standard 1061 (available on the WDNR web site at <a href="https://www.dnr.state.wi.us/runoff/stormwater/techstds.htm">www.dnr.state.wi.us/runoff/stormwater/techstds.htm</a>). Should Contractor's action or construction not be in compliance with applicable permits, Contractor shall remedy situation as directed by Engineer, and all costs associated with those actions shall be borne by Contractor.

The Contractor shall be solely responsible for choosing a method of water control that is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the water control system and shall take all necessary measures to insure that the water control operation will not endanger or damage any existing adjacent utility or structure.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin.

Review and approval of the dewatering plan does not relieve the Contractor of the dewatering requirements stated in these specifications. The City of Madison assumes no liability for the performance or safety of the dewatering system.

#### **Materials**

Materials shall conform to Section 206 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2013 Edition.

#### Installation

The installation of cofferdams and subsequent dewatering shall be constructed as specified in Section 206 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2013 Edition

Water shall not be allowed in active construction areas during concrete pours or curing periods. No concrete or masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support concrete forms. The contractor shall dewater sufficiently to minimize or eliminated groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the footing zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Once the dewatering plan is approved the contractor shall notify the City Engineer at least three (3) days in advance of any proposed changes to his dewatering plan.

The contractor shall dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. The contractor shall provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the City Engineer, the contractor shall reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

The contractor shall provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The Contractor shall be responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations. Contractor shall remove all construction dewatering materials from the site and properly disposed of.

#### METHOD OF MEASUREMENT

Site Water Control shall be measured as a lump sum for all work required to control water at the site for the duration of the project.

#### **BASIS OF PAYMENT**

Site Water Control shall be measured as described above and shall be paid for at the contract price, which shall be considered full compensation for all work, materials, labor, and incidentals required to control water, either in the form of storm water, surface water, and groundwater that may be encountered at the site.

#### BID ITEM 90002 - OUTLET GATE PROCUREMENT AND HANDLING

The Contractor shall supply a Whipps aluminum dual-leaf gate, equivalent to the gate detailed in the plan set, or an equal approved by the Engineer. All costs associated with the planning, procurement, shipping, and handling of the gate shall be considered incidental to this bid item.

Prior to ordering the gate, the Contractor shall verify all field measurements to assure adequate installation and performance of the gate. Measurements shown in the plans are estimates. <u>Gate fabrication time is estimated to be 14-17 weeks</u>. Contractor is responsible for insuring gate is approved, procured, and installed within the project timeframe.

The Contractor shall submit any proposed substitutions to not impact the project schedule.

The gate shall be handled and stored in accordance with manufacturer's recommendations. The City shall not reimburse the Contractor or manufacturer for any damage that results from any improper handling, shipping, or storage.

# METHOD OF MEASUREMENT

Outlet Gate Procurement and Handling shall be paid as a lump sum for all work described above.

#### **BASIS OF PAYMENT**

Outlet Gate Procurement and Handling shall be measured as described above which shall be full payment for all work as described above

#### **BID ITEM 90003 - OUTLET GATE REPLACEMENT**

#### **DESCRIPTION**

This bid item shall include all work and materials required to remove and dispose of the existing stop-log control device and replace it with a dual-leaf gate as shown in the plan set.

#### Stop-Log Removal

The existing stop-log structure is comprised of treated timbers, which are held in place by angle irons. The angle irons are bolted to the interior walls of a 5-foot round sewer access structure. Access to the interior of the structure is via 4.5 foot by 1.8 foot opening. The Contractor shall remove the timbers and angle irons with minimal damage to the access structure. Bolt holes, cracks, and chips shall be repaired in accordance with Article 307 of these specifications. Any repair work required due to the removal of the existing stop-log control device shall be considered incidental to this bid item.

#### Installation

Installation of the gate, and all incidentals required to complete the installation, shall be included in this bid item and shall be performed according to the manufacturer's recommendations and installation drawings. Included in this description are general installation recommendations from Whipps Inc for the gate depicted in the plan set. The instructions listed here shall at no time supersede specific installation recommendations and drawings from Whipps Inc., or any relevant gate manufacturer.

The gate depicted in the plan set shall be installed on a non-shrink, grout cushion with ½-inch, stainless steel T-304, flush shell anchor bolts. The gate shall not be mounted directly on the wall.

The Contractor shall use appropriate tools and methods to install the anchors in the walls of the sewer access structure. Care shall be used to minimize damage to the structure.

All anchor bolts shall be checked prior to installation to ensure the threads are undamaged. Anchor bolts shall be installed per the manufacturer's recommendations and as specified on installation drawings.

The gate shall not be installed if the jacking nuts are not on the anchor bolts as shown on the installation drawings. If jacking nuts are not installed and the outside nuts are overtightened, frame distortion can occur and this can lead to excessive leakage. The City shall not provide reimbursement for repairs or replacements associated with frame distortion.

The jacking nut(s) shall be installed on the anchor bolts prior to mounting the gate, leaving approximately 1 inch (or as specified on the installation drawings) for the insertion of grout. The jacking nut shall be positioned to ensure that the gate will be mounted vertically, even if the concrete wall is not straight and plumb.

After anchor bolt and jacking nut installation, the gate shall be lifted and carefully set in place in such a way as to not damage bolt threads. After the gate is mounted on the anchor bolts, the Contractor shall secure the gate with nuts. The use of the double nut arrangement ensures that the gate will be mounted straight and plumb and can be firmly tightened into position without distortion.

With the gate flange located approximately 1 inch from the wall, forms shall be mounted around the flange and a non-shrink grout shall be placed between the flange and the concrete wall. The grout shall be applied completely around the perimeter of the gate as shown on the installation drawings. All voids shall be filled with grout to ensure that leakage cannot occur between the gate and the wall. Grout shall be a 3000 psi (28-day strength), non-shrinking, non-metallic grout.

Care shall be taken to avoid getting grout on the gate seals or slide. Any grout that adheres to the seals or slide shall be completely removed.

The Contractor shall review the installation drawings, as it might be necessary to grind or cut off a portion of the anchor studs to provide clearance for unimpeded vertical travel of the slide. In particular, the Contractor shall check the anchor bolt projection on the anchor bolts across the top of the opening on upward opening gates with top seals and check the anchor bolt projection across the bottom of the opening on downward opening gates. Where shown, the anchor studs shall be cut down to the nut.

If any upstop or downstop bolts were removed from the slide frames to facilitate installation, they shall be reinstalled.

Any damage that occurs to the sewer access structure as a result of gate installation shall be repaired according to Article 307 of the specification and shall be considered incidental to this bid item.

## METHOD OF MEASUREMENT

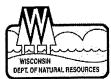
Outlet Gate Replacement shall be measured on a lump sum basis.

### **BASIS OF PAYMENT**

Outlet Gate Replacement shall be measured as described above and shall be paid for at the contract price, which shall be considered full compensation for all work, materials, labor, and incidentals required to remove the existing stop-log control structure, repair as necessary the sewer access structure concrete, and complete the installation of the new gate in accordance with all manufacturer guidelines.

State of Wisconsin DEPARTMENT OF NATURAL RESOURCES 3911 Fish Hatchery Road Fitchburg WI 53711-5397

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 Toll Free 1-808-936-7463 TTY Access via relay - 711



February 8, 2013

City of Madison Parks Division Mike Sturm, Landscape Architect City-County Building, Suite 104 210 Martin Luther King Jr. Blvd P.O. Box 2987 Madison, WI 53703

Subject:

Tenney Lagoon Outlet Structure Gate Installation Conditional Plan Approval, Field File

#13.00, KSN 6143, IP-SC-2013-13-00271, City of Madison, Danc County

Dear Mr. Sturm;

We have reviewed the plans submitted for the proposed gate installation at the Tenney lagoon outlet structure, located in the City of Madison, Dane County. You will be pleased to know that the plans are hereby approved with a few limitations.

I have attached a copy of your plan approval that lists the conditions which must be followed. A copy of the document must be posted for reference at the project site. Please read your plan approval conditions carefully so that you are fully aware of what is expected of you.

Please note that you are required to submit a verified statement to the Department within 10 days after completion of the repairs to the dam stating that it was reconstructed in accordance with the plans and specifications approved by the Department.

Please notify me when you plan to begin the project and again when the project has been completed. If you have questions please feel free to contact me.

Sincerely,

Robert R. Davis, P.E.

Water Management Engineer

THA David

South District

Robert.Davis@Wisconsin.gov

608-275-3316

ce:

Dan Hunt - WMS (via email)

Henry Bauman - Conservation Warden (via email) Jake Donar - Conservation Warden (via email)

dnr.wi.gov wisconsin.gov Naturally WISCONSIN



## BEFORE THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER of Dam Plan Approval for the Proposed Slide Gate Installation at the	)	IP-SC-2013-13-00271
Tenney Lagoon Outlet Structure, located in the	Ş	
City of Madison, Dane County, Wisconsin.	)	

## FINDINGS OF FACT, CONCLUSIONS OF LAW, CONDITIONAL PLAN APPROVAL, AND ORDER

The City of Madison, 210 Martin Luther King Jr. Blvd, Madison, WI 53703 submitted final plans for the proposed gate installation at the Tenney lagoon outlet structure on January 2, 2013. The Tenney lagoon outlet structure is located in the City of Madison, Dane County. Conditional plan approval granted and order issued.

#### FINDINGS OF FACT

The Department of Natural Resources finds that:

- 1. The City of Madison, 210 Martin Luther King Jr. Blvd, Madison, WI 53703 submitted final plans, for the proposed gate installation at the Tenney lagoon outlet structure on January 2, 2013 in accordance with Section 31,12, Wisconsin Statutes.
- 2. Final plans, dated November 3, 2010, for the proposed gate installation at the Tenney lagoon outlet structure were submitted under the professional engineering stamp of Daniel F. Windorski, P.E. and submitted by Mike Strum of the City of Madison on January 2, 2013.
- 3. The Tenney lagoon outlet structure, located in Section 12, Township 7 North, Range 9 East, City of Madison, Dane County. The Tenney lagoon outlet structure is owned and operated by the City of Madison.
- 4. The proposed improvements will consist replacing the existing stoplogs with a slide gate.

## CONCLUSIONS OF LAW

- 1. The Department has the authority under Sections 31.02 and 31.12, Wisconsin Statutes, and the foregoing Findings of Fact, to issue the plan approval requested, subject to the conditions in the Order which follows.
- 2. The review has been conducted in accordance with Chapter 31, Wisconsin Statutes.

## CONDITIONAL PLAN APPROVAL

AND HEREBY THERE DOES ISSUE AND IS GRANTED to the applicant, a conditional plan approval under Section 31.12, Wisconsin Statutes, for reconstruction of the Tenney lagoon outlet structure in Section 12, Township 7 North, Range 9 East, City of Madison, Dane County, subject to the conditions of the order which hereinafter follows. Construction of temporary cofferdams is also approved under this approval and may be necessary to complete the work shown in the plans. A copy of this conditional plan approval shall constitute the certificate evidencing a grant of the permit as provided in Section 31.11, Wisconsin Statutes.

#### ORDER

## THE DEPARTMENT OF NATURAL RESOURCES THEREFORE ORDERS:

- 1. You must notify Rob Davis at phone 608-275-3316 before starting construction and again not more than 5 days after the project is complete.
- 2. The approved plans are not transferable, and shall become null and void unless the repairs are completed within 2 years from the date the plans were approved.
- 3. In order to adequately complete the construction as approved, it may be necessary that several temporary cofferdams be constructed. This will depend on the method of construction used by the contractor. If the contractor proposes to use cofferdams, they will be approved under this plan approval. All material used for construction of temporary cofferdams must be removed completely upon completion of the project.
- 4. Nothing may be stored behind the temporary cofferdams that may contain materials that would be hazardous to the waterway during times when the contractor is not at the site working. All work must be suspended and materials removed from behind the cofferdam during times of high water.
- 5. This plan approval does not authorize any work other than what is specifically described in the plans or other work incidental to completing the project, and as modified by the conditions of this permit. If you wish to alter the project or conditions, you must first obtain written approval of the Department. Any change orders during construction must be approved by the Department <u>prior to</u> the work being completed.
- 6. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances or by the U.S. Army Corps of Engineers prior to starting your project.
- 7. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or plan approval compliance.
- 8. The Department may modify or revoke this approval if the project is not completed according to the terms of the plan approval or if the Department determines the activity is detrimental to the public interest.
- 9. You must post a copy of this plan approval at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the plan approval and approved plan available at the project site at all times until the project is complete.
- 10. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this plan approval and order.
- 11. The sponsor shall implement and maintain proper soil erosion and sediment control best management practices (BMPs) during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <a href="http://dnr.wi.gov/runoff/stormwater/techstds.htm">http://dnr.wi.gov/runoff/stormwater/techstds.htm</a>. BMPs shall be properly installed, inspected, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft. or more on the bank of a navigable waterway require an erosion control and

stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.

- 12. Section 31.12(4), Wisconsin Statutes, requires a verified statement to be filed with the Department within 10 days after completion of the repairs to the dam, stating that it was constructed in accordance with the plans and specifications approved by the Department.
- 13. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes or this plan approval.

## NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES For the Secretary

Robert R. Davis, P.E.

Water Management Engineer

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## **SECTION E: BIDDERS ACKNOWLEDGEMENT**

## CONTRACT TITLE TENNEY PARK LAGOON OUTLET GATE

## CONTRACT NO. 7066

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

1.	The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. On through issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5.	I hereby certify that all statements herein are made on behalf of \$\frac{\chi.G.}{\chi.G.} \frac{\text{HMSTAN (fMPANY, INC.}}{\chi.G.}\$ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \$\frac{\text{WIS (ON S (N)}}{\text{MS (N)}}\$ a partnership consisting of \$\frac{\text{consisting}}{\text{state of }}\$ individual trading as \$\frac{\text{consisting}}{\text{State of }}\$ is that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this
	Proposal in (its, their) behalf; and that the said statements are true and correct.
SIGNATU	NDE C
	PLESIDENT
TITLE, IF	
Carronna	and subscribed to before me this 3 day of Man 2013 .
owom a	and subscribed to before me this day of //W/ 2012

DEMNIEJ. RICHARDSON Notary Public State of Wisconsin

My Commission Expires 1/10/16

(Notary Public or other officer authorized to administer oaths)

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### 7066 RGHuston

## Section F: Disclosure of Ownership and BVC

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

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

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

## Section F: Disclosure of Ownership and Best Value Contracting

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

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

Other Construction Business

interest of the second of the

	Not Applicable
;	Name of Business
;	Street Address or PO Box City State and Zip Code
ľ	Name of Business
(	Street Address or P O Box City State and Zip Code
	Best Value Contracting  1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
a	2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
Ť	Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.  No available trade training program; The Contractor has been rejected by the only available rade training program, or there is no trade training program within 90 miles.
	Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
	First time contractor on City of Madison Public Works contract requests a onetime exemption out intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
·	Contractor has been in business less than one year.
	Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
u 3 a a	3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.  The Contractor has reviewed the list and shall not use any apprenticeable trades on this
p	The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

 $(x_1, x_2, \dots, x_n) \in \mathbb{Q}_{n+1}$ 

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

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

## Section B: Proposal Page

\$59,365.0	0				
Item Cod	e Description	Quantit	tyUnit	ts Unit Price	Extension
109011.0	Mobilization	1.0000	LS	\$11,250.00	•
90001.0	Site Water Control	1.0000	LS	\$9,390.00	\$9,390.00
90002.0	Outlet Gate Procurement and Handling	1.0000	LS	\$20,125.00	\$20,125.00
90003.0	Outlet Gate Replacement	1.0000	LS	\$18,600.00	\$18,600.00
4 Items				Total:	\$59 365 00

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## Department of Public Works City Engineering Division

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, Manager 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 Bernis

## BIENNIAL BID BOND

R.G. Huston Company, Inc.	
(a corporation of the State of Wisconsin	)
Mindividually (partnership), (hereinafter referred to as the "Principal") and	,
BERKLEY REGIONAL INSURANCE COMPANY	~~~
C. C. C. C. C. C. Dalawardhaminaffan mafamad ta ag tha "Caratu"	and line

a corporation of the State of Delawar chereinafter 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 <u>February 1, 2012</u> through <u>January 31, 2014</u>

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.

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

PRINCIPAL	
R.G. HUSTON COMPANY, INC.	WILLIAM COMPONENT 14 2011
By: SIGNATURE AND TITLE Progradient	CORPORATE SEAL 1975
SURETY	1975
BERKLEY REGIONAL INSURANCE COMPANY COMPANY NAME AFFIX SEAL	DATE MINISTER 13, 2011
By: SIGNATURE AND TITLE Attorney-In-Fac	et
This certifies that I have been duly licensed as an a 125401 for the year fact with authority to execute this bid bond, which	2011 , and appointed as attorney in
December 13, 2011	Marta
DATE	AGENT Dennis M. Barton
	17035 West Wisconsin Avenue - Suite 135 ADDRESS
	Brookfield, Wisconsin 53005 CITY, STATE AND ZIP CODE
	262-792=2212

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.

TELEPHONE NUMBER

# POWER OF ATTORNEY BERKLEY REGIONAL INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joseph L. Vigna, Dennis M. Barton or Elizabeth M. Fedyn of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of March, 2008.

(Scal)

By

Ira S. Lederman
Senior Vice President & Secretary

Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of March, 2008, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Notary Public, State of Connecticut

## CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of December, 2011

John F. Beers

(Seal)

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## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 763-3534 or email BSCInquiry@berkieysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC 412 Mount Kemble Avenue Suite 310N Morristown, NJ 07960 Attention: Surety Claims Department

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email BSGClaim@herkleysurery.com

Please include with all notices the hand number and the name of the principal on the hand. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance band, please identify the project to which the band pertains.

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## **SECTION H: AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen between R. G. HUSTON CO., 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 MAY 21, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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:

## TENNEY PARK LAGOON OUTLET GATE CONTRACT NO. 7066

- 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>FIFTY-NINE THOUSAND THREE HUNDRED SIXTY-FIVE</u> (\$59,365.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
- 4. Wage Rates for Employees of Public Works Contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Articles of Agreement Article I

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

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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.

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## 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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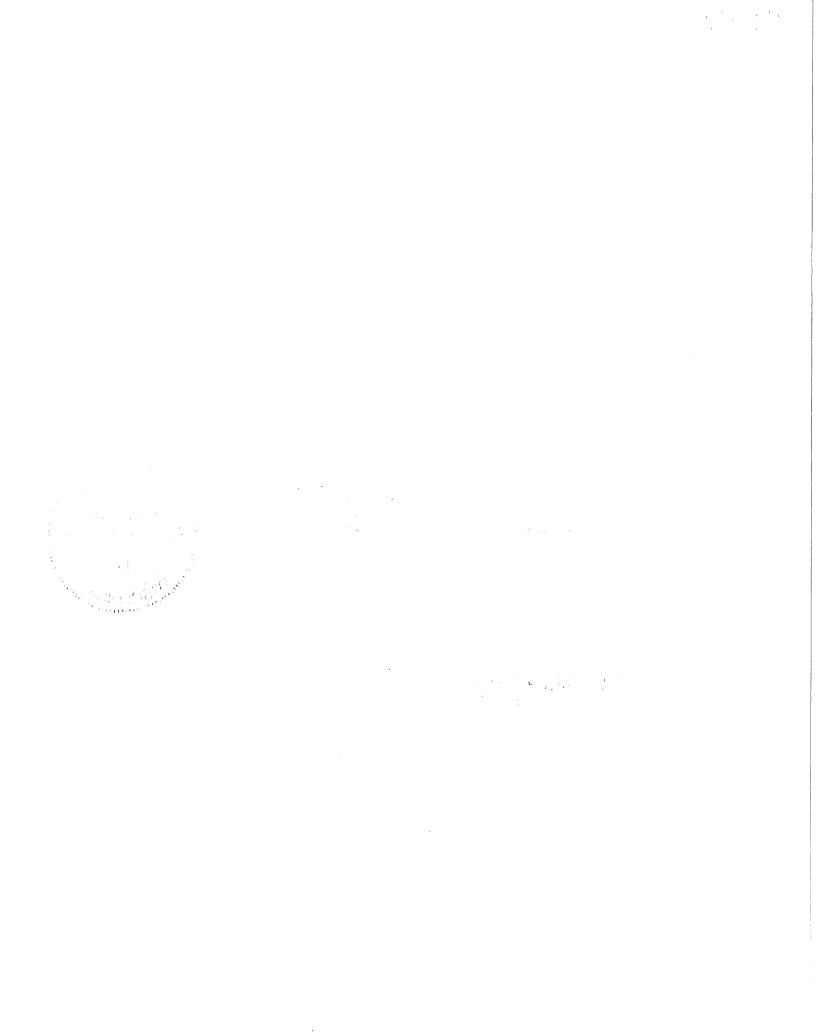
# TENNEY PARK LAGOON OUTLET GATE CONTRACT NO. 7066

IN WITNESS WHEREOF, the Contractor has hereunto these presents to be sealed with its corporate seal and day and year first above written.		
Countersigned:  Witness  Date	R. G. HUSTON CO., INC. Company Name  President	SEAL
5/14/13   Date	Secretary	Date
CITY OF MADISON, WISCONSIN		
Provisions have been made to pay the liability that will accrue under this contract.  Accrue under this contract.	Approved as to form:  Aum Zilhon /ov  City Attorney	
Signed this 3154 day of Many Witness 1 5/31/19	Jan 13 (3)  Mayor  , 20 (3)  Mayor	/31/13 Date
Eleme By 5/28/13 Witness	Maibeth Witzel-Bell City Clerk	5/28/13 Date



## SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, th BERKLEY REGIONAL INSURANCE COMP.	nat we <u>R. G. HUSTON CO., INC.</u> as principal, and ANY
Company of <u>Des Moines</u> , <u>Iowa</u> Madison, Wisconsin, in the sum of <u>FIFTY-Iowall</u> (\$59,365.00) Dollars, lawful money of the United	as surety, are held and firmly bound unto the City of NINE THOUSAND THREE HUNDRED SIXTY-FIVE d States, for the payment of which sum to the City of spective executors and administrators firmly by these
	bove bounden shall on his/her part fully and faithfully ato between him/herself and the City of Madison for the
	AGOON OUTLET GATE ACT NO. 7066
prosecution of said work, and save the City harmle in the prosecution of said work, and shall save ha	es for labor performed and material furnished in the ess from all claims for damages because of negligence armless the said City from all claims for compensation yees and employees of subcontractor, then this Bond is
Signed and sealed this 22nd da	ay of May, 2013
Countersigned:  Witness  Secretary	R. G. HUSTON CO. INC. Company Name (Principal)  President  CORPORATE SEAL Seal 1975
Approved as to form:  City Attorney  Ann Ellhout for	BERKLEY REGIONAL INSURANCE COMPANY  Surety Seal  Commission  By  Attorney-in-Fact Dennis M. Barton
icense No. <u>125401</u> for the year:	an agent for the above company in Wisconsin under 20_13, and appointed as attorney-in-fact with bond which power of attorney has not been revoked.
Date	Agent Dennis M. Barton



# POWER OF ATTORNEY BERKLEY REGIONAL INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joseph L. Vigna, Dennis M. Barton or Elizabeth M. Fedyn of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1/2 day of 1/2, 2008.

Attest:
By

Berkley Regional Insurance Company

Ira S. Lederman Senior Vice President & Secretary

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

Output

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of 1908, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Notary Public, State of Connecticut

#### **CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 22rd day of

John F. Boers

(Seal)

# Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC 412 Mount Kemble Avenue Suite 310N Morristown, NJ 07960 Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

### **SECTION J: PREVAILING WAGE RATES**

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PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/10/2013

	Amended On: 02/18/2013
DETERMINATION NU	WBER: 201300080
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON
PROJECT LOCATION	: MADISON CITY, DANE COUNTY, WI
CONTRACTING AGE	ICY: 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 paid 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 holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; - The day before if January 1, July 4 or December 25 falls on a Saturday; - The day following if January 1, July 4 or December 25 falls on a Sunday.
	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.

worker on this project.

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

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

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
  - 1. January 1.
  - 2. The last Monday in May.
  - 3. July 4.
  - 4. The first Monday in September.
  - 5. The 4th Thursday in November.
  - 6. December 25.
  - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
  - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

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

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

# BUILDING OR HEAVY CONSTRUCTION

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

	SKILLED TRADES				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS	TOTAL \$	
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47	
102	Boilermaker	31.09	24.52	55.61	
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$ .80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32,01	17.35	49.36	
404	Cabinet Installer	30.16	15.31	45.47	
104	Carpenter	30.16	15.31	45.47	
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47	
107	Cement Finisher	31.48	13.19	44.67	
108	Drywall Taper or Finisher	25.10	14.78	39.88	
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74	
110	Elevator Constructor	44.94	23.84	68.78	
111	Fence Erector	22.50	3.98	26.48	
112	Fire Sprinkler Fitter	36.07	18.60	54.67	
113	Glazier	37.13	12.32	49.45	
114	Heat or Frost Insulator	33,93	23.26	57.19	
115	Insulator (Batt or Blown)	27.47	19.16	46.63	
116	Ironworker	30.90	19.11	50.01	
117	Lather	30.16	15.31	45.47	
118	Line Constructor (Electrical)	37.05	16.94	53.99	

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

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.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	<u>TOTAL</u> \$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57
	TRUCK DRIVERS			
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	<b>\$</b> 31.89	\$ 17.98	\$ 49.87
203	Three or More Axle	18.00	11.45	29.45
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	11.45	29.45
	LABORERS			
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> \$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	TOTAL \$
311 °	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day,	18.31	12.67	30.98
244	Labor Day, Thanksgiving Day & Christmas Day.  Railroad Track Laborer	23.41	6.91	30.32
314		24.69	12.90	37.59
315	Final Construction Clean-Up Worker		12.00	
	HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING			
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 Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).  Future Increase(s):  Add \$1/hr on 6/2/2013.		18.46	50.85
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

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
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator.	38.80	20.17	58.97
	Future Increase(s):    Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on    01/01/2014.  Premium Increase(s):    Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).			
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.  Future Increase(s):  Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes	3	19.86	48.56
	ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.			
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING L	S ANDSCAPING V	VORK	
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	-
CODE	TRADE OR OCCUPATION	OF PAY \$	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;	35.12	18.46	53.58

Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over;

Premium Increase(s):
 Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.

Master Mechanic.

Future Increase(s): Add \$1/hr on 6/2/2013.

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

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

# SEWER, WATER OR TUNNEL CONSTRUCTION

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

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

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
CODE	TRADE OR OCCUPATION	<u> </u>	\$	\$
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
	TRUCK DRIVERS			
<u>CODE</u>	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	25.87	13.00	38.87
203	Three or More Axle	17.54	13.85	31.39
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00
	LABORERS			
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>
CODE	TRADE ON OCCUPATION	\$	\$.	. \$
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.53	13.89	39.42
303	Landscaper	26.92	12.51	39.43
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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 \$
304	Flagperson or Traffic Control Person	17.33	15.53	32.86
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	6.91	30.32
•	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR		A Comment of the Comm	
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> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.  Future Increase(s):  Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).  Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):  Add \$1/hr on 6/2/2013.	32.39	18.46	50.85

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

# AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	35,58	19.20	54.78
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic	32.09	16.13	48.22
	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.			
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	31.29	15.34	46.63
124	Painter	26,65	13.10	39.75
125	Pavement Marking Operator	29.22	16.71	45.93
126	Piledriver	30.66	15.31	45.97
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.00	46.64
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
	TRUCK DRIVERS			
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>
<u> </u>	TRADE ON GOOD THEE.	\$	\$	\$
201	Single Axle or Two Axle	33.22	18.90	52.12
203	Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence	23.31	17.13	40.44
	Day, Labor Day, Thanksgiving Day & Christmas Day.	•		
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s):    Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	27.77	19.90	47.67
205	Pavement Marking Vehicle	23.84	14.94	38.78
206	Shadow or Pilot Vehicle	33.22	18.90	52.12
207	Truck Mechanic	22.50	16.19	38.69

# LABORERS

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

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s):     Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):     DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium.  See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.22	19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or	34.72	19.90	54.62

Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.

Future Increase(s):
Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	<u>BENEFITS</u>	TOTAL \$
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane WIth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine; (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.  Future Increase(s):  Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic	\$ 34.22	\$ 19.90	54.12
	rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.			
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; Hoist (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; Tining or Curing Machine.  Future Increase(s):  Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):	33.96	19.90	53.86

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

# LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

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

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Single Axle or Two Axle	25.87	13,00	38.87
Three or More Axle	17.00	0.00	17.00
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
Pavement Marking Vehicle	20.85	11.02	31.87
Shadow or Pilot Vehicle	25.87	13.00	38.87
Truck Mechanic	17.00	0.00	17.00
	Three or More Axle  Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.  Pavement Marking Vehicle  Shadow or Pilot Vehicle	Three or More Axle 17.00  Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.  Pavement Marking Vehicle 20.85  Shadow or Pilot Vehicle 25.87  Truck Mechanic 17.00	Three or More Axle 17.00 0.00  Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.  Pavement Marking Vehicle 20.85 11.02  Shadow or Pilot Vehicle 25.87 13.00  Truck Mechanic 17.00 0.00

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

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	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):	35.22	19.90	55.12
	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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.			. '
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or	34.72	19.90	54.62

(NOT Performing Work on the Great Lakes); Pile Driver.

Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.

Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge	34.22	19.90	54.12
	(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; Gradal (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or			
	Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher;			
	Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.			
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &		·	
	Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.			
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	33.96	/ 19.90	53.86
	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); Telehandler; Tining or Curing Machine.  Future Increase(s):  Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.			
	Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &			
	Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.			·
	wi,gov/hcci/labor-wages-eeo/index.shtm.			

18.46

32.92

51.38

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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	\ <u>TOTAL</u>
		\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.82	17.98	47.80
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Tón & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90
	HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WO	DRK		•
CODE	Fringe Benefits Must Be Paid On <u>All</u> 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 Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60

Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.

552

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>	<u>TOTAL</u>
		\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.  Future Increase(s):  Add \$1/hr on 6/2/2013.		18.46	50.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint 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.  Future Increase(s):  Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33,67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

#### RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
129	Plasterer	20.00	0.00	20.00
130	Plumber	38.90	0.00	38.90
132	Refrigeration Mechanic	33.00	1.79	34.79
133	Roofer or Waterproofer	17.50	3.73	21.23
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	19.23	1.46	20.69
138	Temperature Control Installer	21.00	0.00	21.00
139	Terrazzo Finisher	. 26.57	16.00	42.57
140	Terrazzo Mechanic	30.01	17.13	47.14
141	Tile Finisher	20.60	4.88	25.48
142	Tile Setter	19.00	0.00	19.00
143	Tuckpointer, Caulker or Cleaner	32.50	2.84	35.34
146	Well Driller or Pump Installer	19.00	7.30	26.30
147	Siding Installer	19.07	0.00	19.07
	TRUCK DRIVERS			
<u>CODE</u>	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	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85
	LABORERS			
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	19.80	7.22	27.02 <sup>°</sup>
302	Asbestos Abatement Worker	18.00	6.24	24.24
303	Landscaper	13.15	6.51	19.66

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 \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
315	Final Construction Clean-Up Worker	15.00	0.00	15.00
	HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONST			
<u>CODE</u>	Fringe Benefits Must Be Paid 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); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); WInches & A-Frames.		18.20	50.09
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over) Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	;	4.91	33.61