

	Contract Routing Form	HELLINGO
ROUTING: Routine	=======================================	printed on: 09/26/2013
Contract between: and Dept. or Division: Name/Phone Number:	Monona Plumbing & Fire P Engineering Division	rotection Inc
Project: Monona Terrace	Sprinkler Replacement	
Contract No.: 7080 Enactment No.: RES-13-0 Dollar Amount: 54,425.0	0671 Enactm	o.: 31157 ent Date: 09/05/2013
(Please DATE before rout	ing)	
Signatures Required	Date Received	Date Signed
City Clerk	1 9-26-13	9-26-13
Director of Civil Rights	9-27-13	10/2/13/160
Risk Manager	10/3/13	10/3/3/5 RB
Finance Director	10-3-13	16.3-13 R
City Attorney	1407 10-03-13	5 10-7-2013
Mayor	D-8-1	3 1 1019113
	<u> </u>	
Please return signed Con-	tracts to the City Clerk's	s Office

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

Original + 2

Copies

09/26/2013 09:30:49 enjls - Jim Whitney, 266-4563

Dis Rights: OK/N/A/Problem - Hold Prev Wage: AA/Agency / No Contract Value: Cee AA Plan: App y VV Amendment / Addendum # Type: POS / Dvlp / Sbdv / Gov't / Grant PW/Goal / Loan / Agrmt

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Details

Reports

Awarding Public

Works Contract No.

File #:

31157 Version: 1

Name:

7080, Monona

Terrace Sprinkler

Replacement.

Type:

Resolution

Status:

Passed

File created:

8/6/2013

In control:

COMMON COUNCIL

On agenda:

9/3/2013

Final action:

9/3/2013

Enactment date:

9/5/2013

Enactment #:

RES-13-00671

Title:

Awarding Public Works Contract No. 7080, Monona Terrace Sprinkler Replacement.

Sponsors:

BOARD OF PUBLIC WORKS

Attachments:

1. Cont 7080.pdf

History (3)

Text

3 records	Grou	p Export				
Date	Ver.	Action By	Action	Result	Action Details	Watch
9/3/2013	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	Action details	Not available
8/21/2013	1	BOARD OF PUBLIC WORKS			Not available	Not available
8/6/2013	1	Engineering Division	Refer		Action details	Not available

CONTRACT NO. 7080 MONONA TERRACE SPRINKLER REPLACEMENT

MONONA PLUMBING & FIRE PROTECTION, INC.

\$54,425.00

Acct. No. EM01-58401-810598-00-1100071

\$54,425.00

Contingency 8%±

4,355.00

GRAND TOTAL

\$58,780.00

\$54,425.00 FILE

BID OF MONONA PLUMBING & FIRE PROTECTION, INC.

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MONONA TERRACE SPRINKLER REPLACEMENT

CONTRACT NO. 7080

IN

MADISON, DANE COUNTY, WISCONSIN

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

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

https://bidexpress.com/login

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

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This Proposal, and Agreement have been prepared by:

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

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

way year or

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:	MONONA TERRACE SPRINKLER REPLACEMENT
CONTRACT NO.:	7080
BID BOND	5%
PRE BID BUILDING TOUR	JUL. 26, 2013
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	AUGUST 2, 2013
BID SUBMISSION (1:00 P.M.)	AUGUST 9, 2013
BID OPEN (1:30 P.M.)	AUGUST 9, 2013
PUBLISHED IN WSJ	7/19/13, 7/26/13 & 8/2/13

PRE-BID BUILDING TOUR:

There will be a contractor pre-bid meeting and building tour on <u>July 26, 2013</u>, beginning at 9:00 a.m. at the Monona Terrace Community and Convention Center, One John Nolen Drive, Madison, Wisconsin, to review the scope of construction and tour the existing building work areas. Representatives from Monona Terrace and Isthmus Architecture will be present.

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be 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 (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

		<u>ig Demolition</u>			
101	-	Asbestos Removal	110		Building Demolition
120		House Mover			
Ctro	s o f	Litility and Sita Construction			
		Utility and Site Construction	000		
201		Asphalt Paving			Sewer Lateral Drain Cleaning/Internal TV Insp
205	느	Blasting			Sewer Lining
210		Boring/Pipe Jacking			Sewer Pipe Bursting
215		Concrete Paving			Soil Borings
220	L	Con. Sidewalk/Curb & Gutter/Misc. Flat Work			Soil Nailing
221		Concrete Bases and Other Concrete Work	305		Storm & Sanitary Sewer Laterals & Water Svc
225] Dredging	310		Street Construction
230		Fencing Processing	315		Street Lighting
235		Fiber Optic Cable/Conduit Installation	318		Tennis Court Resurfacing
240		Grading and Earthwork			Traffic Signals
241	Г	Horizontal Saw Cutting of Sidewalk			Traffic Signing & Marking
242		Infrared Seamless Patching			Tree pruning/removal
245		Landscaping, Maintenance			Tree, pesticide treatment of
250		Landscaping, Site and Street			Trucking
251		Parking Ramp Maintenance			Utility Transmission Lines including Natural
			340	L	
255		Pavement Sealcoating and Crack Sealing	000		Gas, Electrical & Communications
260		Petroleum Above/Below Ground Storank Tank Removal/Install	399	Ш	Other
265		Retaining Walls, Precast Modular Units			
270		Retaining Walls, Reinforced Concrete			
275		Sanitary, Storm Sewer and Water Main Construction			
n					
		Construction			
501		Bridge Construction and/or Repair			
n					
Bull		g Construction			
401		Floor Covering (including carpet, ceramic tile installation,	435		Masonry/Tuck pointing
		rubber, VCT	437		Metals
402	П	Building Automation Systems	440	П	Painting and Wallcovering
403		Concrete			Plumbing
404		Doors and Windows			Pump Repair
405		Electrical - Power, Lighting & Communications			Pump Systems
410		Elevator - Lifts			Roofing and Moisture Protection
412		Fire Suppression			Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments			Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000			Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing	480		Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal			Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499	П	Other
433		Insulation - Thermal		-	
.00	ш	modulor mornal			
State	- O	f Wisconsin Certifications			
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet and	doce	or to	inhabited buildings for quarries, open nits and
'	ш		1 0050	51 LU	imabiled buildings for quarties, open pils and
^	\Box	road cuts.			takali Madaka Militara Kadasa Asaa 19
2	Ц	Class 6 Blaster - Blasting Operations and Activities 2500 feet and			
		excavations, basements, underwater demolition, underground ex			
3	Ш	Class 7 Blaster - Blasting Operations and Activities for structures		er th	nan 15 ' in height, bridges, towers, and any of
		the objects or purposes listed as "Class 5 Blaster or Class 6 Blast	ter".		
4		Petroleum Above/Below Ground Storage Tank Removal and Insta		n (A	ttach copies of State Certifications.)
5		Hazardous Material Removal (Contractor to be certified for asbes	tos ar	nd le	ad abatement per the Wisconsin Department
		of Health Services, Asbestos and Lead Section (A&LS).) See the			
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance			
		attached.		- 01	
6		Certification number as a Certified Arborist or Certified Tree Work	or or	ada	ainistered by the International Codety of
6	Ц	Arboriculture	ici as	aun	ministered by the international codety of
7	_		I the		the soulification to the actions of the first
7	Ш	Pesticide application (Certification for Commercial Applicator For		vith	the certification in the category of turf and
_	_	landscape (3.0) and possess a current license issued by the DAT	CP)		
8		Other			
9		Other			

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

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

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

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

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

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

The City will effect and maintain, Builder's Risk Insurance on a replacement cost basis in an amount equal to the estimated project cost. Coverage includes the building as well as materials stored on the site to be incorporated in the building, including form work in place, form lumber on site, temporary structures, equipment and supplies incidental to the construction of the building. The City's Builders Risk coverage is written on a per building basis and contains a \$25,000 per occurrence deductible. If a loss under the City's Builders Risk policy is caused by the negligence of the Contractor or its Subcontractor(s), the

Contractor will be responsible for paying the City's \$25,000 deductible. The City Engineer has the authority to withhold such deductible from payments due to Contractor. In addition, City Engineer, in his/her sole authority, will determine whether the Contractor was negligent in causing the loss and therefore is responsible for the City's deductible.

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

PRE-BID BUILDING TOUR

There will be a contractor pre-bid meeting and building tour on <u>July 26, 2013</u>, beginning at 9:00 a.m. at the Monona Terrace Community and Convention Center, One John Nolen Drive, Madison, Wisconsin, to review the scope of construction and tour the existing building work areas. Representatives from Monona Terrace and Isthmus Architecture will be present.

COMPLETION DATE/CONTRACT TIME

Completion Date/ Contract Time

Construction work must begin on the construction start date appearing on the mailed notice to do so and shall be carried on at a rate so as to secure full completion within the "construction time" listed below. The rate of progress and the time of completion being essential conditions of this agreement.

This contract is contingent upon approval of the project in the City of Madison's adopted 2014 capital budget. No work shall take place, no materials shall be ordered and no costs shall be incurred by the Contractor prior to receiving a start work notice from the City other than the costs associated with executing the contract and procuring a payment and performance bond. If the City terminates this contract because sufficient funding is not provided in the 2014 budget, as determined by the City of Madison Finance Director, after execution of the Contract by the City and the Contractor and prior to sending a start work letter, than the Contractor shall be eligible for the following compensation:

- 1. The Contractor's actual cost of the payment and performance bond based on invoices provided by the Contractor to the City and not to exceed 2.5% of the contract value. The contractor shall request a refund of the amount paid for the bond and make a reasonable effort to obtain a full or partial refund.
- 2. The Contractor's actual cost to execute the contract not to exceed \$2,000 based on payroll records provided by the Contractor to the City.

Construction Time

On-site construction work for this project is scheduled to start on <u>December 23, 2013</u> and the ending completion date is 4:00pm on <u>January 26, 2014</u>.

This is the on-site "construction time" available when Monona Terrace Community and Convention Center will be closed to the public and made available exclusively for construction work. The facility will be open for construction work 24 hours per day during this time period.

There are many other separate remodel construction projects taking place simultaneously during this "construction time". These projects are under separate construction contracts and include carpet replacement, toilet room renovations, fire sprinkler head replacement, ceiling coating installation, kitchen resinous flooring installation, drain line replacement, general carpentry, and other similar projects.

There will be two public events during the "construction time" period. The first will be the US Bank Eve public event on December 31, 2013. The second will be the Home Remodel Show public event from January 8, 2014 through January 12, 2014. Public access and use of the building will be required during these public events.

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Construction Phasing and Coordination

Construction phasing and coordination of all construction contracts must be coordinated with designated representatives from Monona Terrace and all other on-site contractors.

Each contractor selected for this "construction time" will be required to assign a representative to coordinate their work with designated representatives from Monona Terrace and all other on-site contractors and trades. This is due to the importance and requirement of completing their work and making the facility fully operational for public events scheduled immediately after the project ending completion date of 4:00pm on January 26, 2014.

PRODUCT OPTIONS AND SUBSTITUTIONS

Materials and equipment for this project shall be from items specified or items approved as equal, in writing, by the Architect at least eight (8) calendar days prior to bid receipt date.

Request for approval of materials or items of equipment as equal to that specified shall be submitted in writing from the Contractor accompanied by data adequate to establish such equality and by citation of at least two (2) situations where such materials and/or items of equipment have been successfully used including references.

The Architect's decision as to quality or relative merit of item or substitution shall be final.

GENERAL INFORMATION

Obtain and pay for permits and fees required for this project.

Obtain and pay for construction sets of plans and specifications required for this project.

Prior to bidding, visit site to become familiar with and verify existing job conditions.

Do not scale drawings for exact dimensions.

Work shall comply with applicable codes and regulations.

Schedule on-site work with Jeff Griffith, Monona Terrace at (608)261-4013, at least 48 hours in advance.

The Contractor shall be responsible for restoring, repairing and/or replacing any materials, equipment or site damage caused by the work of this project to its original finish and/or condition.

Work shall be performed by mechanics skilled in the area of work included in this contract; shall be of professional quality; and shall be completed according to the best practice of the trade.

Workers shall be knowledgeable with regard to products used and shall take appropriate precautions required to safeguard health and safety.

The intent of the plans and specifications is to provide for the construction, execution and completion of a complete work or improvements, which the contractor undertakes to do in full compliance with the plans, specifications, and contract. The Contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work necessary to the prosecution and completion of the work.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, and the Owner shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

Conditions of the Contract and Division I Specification Sections are applicable to all Divisions of the Specifications and Drawings.

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The Contractor shall prepare and submit fire protection drawings and calculations to obtain approval from the Madison Fire Department. Contact Bill Sullivan, Fire Protection Engineer, at (608) 266-4420.

QUESTIONS

Questions pertaining to this project shall be directed to:

Jeff Griffith, Operations Manager Monona Terrace Community and Convention Center, One John Nolen Drive Madison, Wisconsin 53703 Phone: (608) 261-4013

OTHER CONTACTS

Bill Sullivan, Fire Protection Engineer Madison Fire Department 325 W. Johnson St. Madison, Wisconsin 53703 Phone: (608) 266-4420

SUMMARY OF WORK

Sprinkler Replacement: Remove and replace existing fire sprinkler heads throughout the building at Monona Terrace Community and Convention Center in Madison, Wisconsin

CUTTING AND PATCHING

Definition: Cutting and patching shall refer to cutting into existing construction as required for installation and/or performance of work and patching of surfaces to restore them to their original condition.

Prior to cutting, inspect surfaces and conditions beneath work to be cut for unsafe or otherwise unsatisfactory conditions and inform Architect of such conditions prior to proceeding with work.

Perform cutting and patching by methods which will prevent damage to other portions of work and will provide proper surfaces to receive new work, installations and/or repair.

Do not cut and patch structural members or work in a manner which will damage or weaken structural integrity. Obtain written approval from Architect prior to cutting and patching of structural members and work.

Work which is exposed to view shall be cut and patched in a manner which does not noticeably reduce aesthetic and similar qualities as determined by Architect.

Cutting and patching shall be performed in a manner which does not reduce life, decrease performance or increase maintenance of components and/or elements of work.

The Architect's right to order removal and replacement of unsatisfactory cut and patch work shall not be waived by approval to proceed with cut and patch work.

Materials for patching shall be identical to existing materials.

Provide temporary support of work as required.

SPECIAL PROJECT REQUIREMENTS

All on-site construction work must be performed during the hours beginning on December 23, 2013 and ending at 4:00pm on January 26, 2014. The facility will be open for construction work 24 hours per day during this time period.

Liquidated Damages: Should the Contractor fail to complete the construction work within the time specified in the contract, or within such extra time as may have been allowed by extensions, there shall be deducted from any monies due or that may become due the Contractor, or in the event no monies are due, the Contractor shall pay to the City, \$4,500 (four-thousand-five-hundred & 00/100) for each and every day that the construction work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due to the City from the Contractor by reason and inconvenience due to a variety of circumstances to which it is difficult to assign an accurate cost. Such circumstances include but are not limited to: loss of business if the construction work is not completed to the strict timeline parameters listed above, cost of relocating events for which facility rental agreements have already been executed and/or deposits made, cost of storage of construction materials if work must be rescheduled, loss of reputation to the Center and thus loss of future business because the Center is perceived as an entity unable to fulfill promises made in future rental agreements, reliance of Contractor on this project and the Contractor's loss of other contracts which the Contractor has foregone, and similar items.

SHOP DRAWINGS

Submit shop drawings and product data, drawings, manufacturer specifications, installation instructions, maintenance instructions and general recommendations to the Architect for review. Include data substantiating that materials comply with the specifications.

Submit additional information which may be required under separate sections of these specifications.

The Contractor shall review all submittals and shop drawings for conformity with the contract documents and shall stamp and note their review and approval by initialing document prior to submitting.

TEMPORARY FACILITIES

TEMPORARY FIELD OFFICE

The contractor shall provide and maintain a temporary field office.

TEMPORARY TELEPHONE

The Contractor shall install and maintain one job telephone for use by contractors, subcontractors and architect's representatives. The Contractor shall pay installation and monthly charges for phone. Long distance calls shall be paid for by party making call.

TEMPORARY TOILETS

The Contractor shall make arrangements with Monona Terrace for use of toilet facilities within existing building. Coordinate locations with Jeff Griffith, Monona Terrace at (608) 261-4013.

TEMPORARY WATER

Water required for performance of work shall be obtained from hose bibs or water faucets at the existing building. Monona Terrace shall pay for water used. Coordinate locations with Jeff Griffith, Monona Terrace at (608) 261-4013.

TEMPORARY HEATING

Existing heating plant shall be used as source for temporary heat.

Heat will be required at all times for occupied areas of building.

At time of completion, the Contractor shall thoroughly check, service, adjust and restore to original condition, existing heating devices used for heating during construction operations. Filters of renewable type shall be washed, oiled or recharged, or if damaged, shall be replaced. Disposable type filters shall be replaced with new filters. The Contractor shall clean interior of air handling units and duct work prior to acceptance of work.

Fuel required for permanent heating plant shall be paid by Monona Terrace.

TEMPORARY LIGHT AND POWER

The Contractor shall provide temporary power to new construction areas by connecting to existing building service.

The Contractor shall maintain electrical service to occupied areas of existing building at all times.

The Contractor shall provide electrical connections to equipment for temporary heat as required.

Permanent electrical distribution system, wiring, fixtures and outlets shall not be used for temporary light and power without approval of Monona Terrace.

Wiring and lighting to temporary construction field offices of various contractors shall be provided at expense of respective contractors.

Contractors shall furnish lamps and extension cords required for their work.

Monona Terrace shall pay for electrical energy used by contractors for temporary light and power.

TEMPORARY CONSTRUCTION

Provide and maintain temporary floor and equipment supports, ramps, bridges, etc., as required to permit full and safe use of building during construction and remove such temporary work as soon as possible.

Provide and set temporary barriers, adjacent to work areas so as to clearly mark and isolate areas under construction, as required by Monona Terrace, and remove such barriers as soon as possible.

Provide and set temporary dust enclosures, adjacent to work areas so as to assure no dust escapes the immediate area under construction.

MATERIAL AND EQUIPMENT

TRANSPORTATION AND PROTECTION

Deliver materials to job site and store in a safe area, out of the way of traffic and stored up off ground surface.

STORAGE AND PROTECTION

Protect materials before, during and after delivery to job site. The contractor shall be responsible for damage to construction materials prior to final acceptance of completed contract.

There will be limited storage space at Monona Terrace. The Contractor will be required to store construction materials off-site until due for installation. Coordinate on-site storage of construction materials with Jeff Griffith, Monona Terrace at (608) 261-4013.

CLEANING

RELATED WORK

Cleaning required for specific trade or work is specified in sections pertaining to that trade or work.

MATERIALS

Use only cleaning materials recommended and approved by manufacturer for surface to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

DURING CONSTRUCTION

At all times keep premises free from accumulations of waste materials or rubbish caused by work for this project. Miscellaneous waste and debris shall be removed from premises daily. Construction areas shall be broom cleaned each work day.

Lower waste material in controlled manner. Do not drop or throw material from heights.

Schedule cleaning operations and provide protection to prevent damage to finish surfaces.

Removed or unused materials and waste shall be taken outside work area and disposed of or stored, in places designated by Monona Terrace, immediately upon removal or demolition. Containers for waste disposal shall be supplied by contractor. Use of existing dumpsters and on site dumping will not be permitted.

FINISH CLEANING

At project completion, clean visible soiling from work, remove temporary labels and leave work clean and ready for Monona Terrace use and occupancy.

At completion of contract work, thoroughly police project grounds and ensure that construction debris has been removed.

MTCCC

Sprinkler Replacement

May 15, 2013

<u>Project No. 2 Description:</u> Remove and replace existing sprinkler heads throughout the building.

Contract No. 7080

Potter Lawson No. 2013.07.00

Potter Lawson

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PROJECT:

MTCCC

SPRINKLER REPLACEMENT

OWNER:

MONONA TERRACE COMMUNITY AND

CONVENTION CENTER ONE JOHN NOLEN DRIVE MADISON, WISCONSIN 53703

ARCHITECT:

POTTER LAWSON, INC.

15 ELLIS POTTER COURT (53711)

P.O. BOX 44964

MADISON, WI 53744-4964 PHONE (608) 274-2741

CONSULTANTS:

PROFESSIONAL ENGINEERS:

Mechanical

ARNOLD & O'SHERIDAN, INC.

1111 DEMING WAY MADISON, WI 53717 PHONE (608) 821-8500 FAX (608) 821-8501 Page Intentionally Left Blank

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16	F00	Fire Protection Symbols & Abbreviations	
17	F01	Level +4'-8" Floor Plan East Fire Protection	
18	F02	Level +4'-8" Floor Plan West Fire Protection	
19	F03	Level +19' Floor Plan East Fire Protection	
20	F04	Level +19' Floor Plan West Fire Protection	
21	F05	Level +29' Floor Plan East Fire Protection	
22	F06	Level +29' Floor Plan West Fire Protection	
23	F07	Level +40' Floor Plan East Fire Protection	
24	F08	Level +40' Floor Plan West Fire Protection	
25	F09	Level +52' Floor Plan East Fire Protection	
26	F10	Level +52' Floor Plan West Fire Protection	
27	F11	North Central Lobby and +65' Floor Plan Fire Protection	
28			
29			
30		End of Table of Contents	
31		End of Table of Contents	

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1 2	SECTION 21 00 00 - FIRE PROTECTION SYSTEM OUTLINE SPECIFICATION
3	
4	
5	PART ONE - GENERAL
6	
7	SCOPE
8	Drawings and general provisions of Contract, including General and Supplementary Conditions and
9	Division 1 Specification Sections, apply to work of this Section.
10	T' - Description of the form of the state of
11 12	Fire Protection includes wet-pipe sprinkler protection of the entire building including sprinkler coverage at
13	top and bottom of elevator shafts and elevator equipment rooms. This section includes the following topics:
13	This is a design build project. The contractor shall follow scope documents for type of systems, materials
15	and equipment to use.
16	and equipment to acc.
17	The contractor shall be the Engineer of Record and prepare, seal and submit drawings and calculations to
18	obtain approval and building permit from State, Insurance company, and local authority. Submit drawings
19	and calculations to authorities. Drawings shall be prepared using AutoCAD Version 2010 or newer.
20	
21	The scope documents, along with local regulations and codes, shall be the basis for the Fire Protection
22	design and construction.
23	
24	The contractor shall calculate, size and select systems as defined by the scope documents. This shall
25	include coordination with other trade contractors.
26	ODVIED VI DDOLUGIONG
27	GENERAL PROVISIONS The first standard and smithless systems shall be designed and installed in any few years with NERA 12
28 29	The fire standpipe and sprinkler systems shall be designed and installed in conformance with NFPA 13, Wisconsin Building Code and Fire Code for City of Madison.
30	wisconsin building Code and The Code for City of Madison.
31	Fees, permits and inspections shall be obtained and paid for by the Fire Protection Contractor.
32	1 000, permitto una mopeonomo bitan de dotamena ana pata 101 o fino 1 no 1 100001011 Confination.
33	Include costs to cut and patch walls, floors, roof, and ceiling, affected by new work.
34	
35	Installation shall be warranted for one year after date of acceptance.
36	
37	Keep premises free from waste materials during construction.
38	
39	UNIT PRICES
40	When submitting his cost for the project the contractor shall provide a list of man hour rates. These rate
41	prices shall reflect the cost the contractor will either add or deduct from his base price, where the Owner
42	decides to install or delete systems, piping, or equipment on an individual basis.
43 44	DEMOLITION
45	Where piping is removed and not reconnected with new work, ends of existing services shall be capped as if
46	they were new work.
47	they were not work.
48	Identify piping and equipment for removal by demolition contractor. Pipe, equipment, and similar items
49	demolished, abandoned, or deactivated shall be removed from the site except as specifically noted otherwise
50	by the Owner. Designated equipment is to be turned over to the Owner for their use at a place and time so
51	designated. The condition of material and equipment that is to be reused shall be maintained to that

2013.07.00 13513

existing before work began.

51 52

53

1	OCCUPANCY REQUIREMENTS
2	Contractor shall verify the planned occupancy and phasing of the building with the Architect and Owner
3	prior to design and construction. Contractor pricing shall reflect these requirements to the extent that fire
4	protection systems must be installed, located, segregated, operational, or otherwise planned to reflect
5	phasing and partial occupancy requirements.
6	probing and partial occupancy requirements.
7	Coordinate disruptions for piping installation and system shut-down requirements with existing tenants and
8	with the building Owner.
9	
10	SYSTEM DESCRIPTION
11	Remove and replace existing sprinklers as indicated on the plans. New sprinklers shall match the existing
12	sprinkler types, including style, standard or extended coverage, escutcheon size and color, k-factor, and
13	temperature rating. Contractor shall verify all existing conditions prior to beginning any work.
14	temperature rating. Contractor sharr verny the existing conditions prior to organism any work.
	Conding to school of work with annual Composition collings are schooled to be no finished and
15	Coordinate schedule of work with owner. Some existing ceilings are scheduled to be re-finished and
16	sprinkler work shall coincide with ceiling work.
17	
18	Contractor shall be responsible for all patching of existing walls and ceiling required to replace the existing
19	sprinklers. Contractor shall be responsible for any scaffolding required to reach existing sprinklers.
20	
21	
22	PART TWO - PRODUCTS
23	TAKT TWO-TRODUCTS
	GDVDD 47
24	GENERAL
25	Items shall be UL listed or FM approved for the intended usage.
26	
27	PIPE AND FITTINGS
28	Carbon steel pipe, black, thickness per NFPA 13, conforming to ASTM A53, A135, A795. Malleable iron
29	fittings, screwed or mechanical coupling joints.
30	
31	SPRINKLERS
	SI MINALERO
32	ACAN THE CONTROL OF
33	MANUFACTURERS
34	Central Sprinkler, Grinnel, Reliable, Star Sprinkler, Viking, or Tyco.
35	
36	Refer to plans for sprinkler head types and finishes in each area. Provide sprinkler guards in areas
37	where sprinklers may be subject to damage (i.e. mechanical rooms). Match existing sprinkler types
38	and finishes in all areas.
39	
40	Finished Areas
41	Chrome plated bronze body quick response pendent or concealed sprinklers with glass bulb heat
42	sensor. Semi-recessed sprinklers shall have adjustable recessed escutcheon. Concealed sprinklers
43	shall have adjustable cover plates.
44	
45	Unfinished Areas
46	Plain bronze body, upright or pendent, quick response sprinklers, with solder link or glass bulb for
47	wet system.
48	11 00 0 7 0000, 11
	D A TINICE
	RATINGS
50	Use higher temperature-rated sprinkler heads in areas near heat sources, elevator equipment
51	rooms, and elevator shafts. Match existing sprinkler head temperature ratings.
52	
53	MISCELLANEOUS EQUIPMENT

1 2	Provide other equipment and accessories, for a sprinkler system installation in accordance with NFPA and FM requirements.
3 4	PART THREE - EXECUTION
5	TAKT THREE-EMECUTION
6	INSTALLATION
7	Design and install sprinklers in conformance with requirements of NFPA 13, Wisconsin Building Code,
8	Insurance regulations, and Local Fire Marshal Regulations.
9	
10	Provide pressure and flow tests as required by NFPA and insurance company. Inform Owner, Architect,
11	and Local Fire Department one day prior to performing the test so that if anyone desires, they may witness
12	the test.
13	
14	GENERAL
15	Maintain systems in clean condition internally during construction.
16	
17	Coordinate shut-downs with owner.
18 19	SPRINKLERS
20	Locate sprinklers maintaining clearances from obstructions, ceilings and walls. Install sprinklers level in
21	locations not subject to spray pattern interference.
22	tocations not subject to spray pattern interference.
23	Sprinklers shall be centered in ceiling panels and tiles. A 1" tolerance for sprinkler placement is acceptable
24	Spinisson than to contend in contras panels and these in the contrast of spinisson patentials to acceptable
25	TESTING
26	Perform a flow test of the fire pump per NFPA 20. Inform the Architect and Owner of the scheduled date
27	for the fire pump flow test. Keep records of testing for submission in the Maintenance Manuals.
28	End of Section

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SECTION E: BIDDERS ACKNOWLEDGEMENT

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

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 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
Monon	a Plumbing and Fire Protection, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin
	a partnership consisting of ; an individual trading as
	: of the City of State
	of; that I have examined and carefully prepared this Proposal,
	from the plans and specifications and have checked the same in detail before submitting this
	Proposal; that Lhave fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.
	their) behair, and that the said statements are true and correct.
SIGNATU	RE
Wade J	Iones, Fire Protection Division Manager
TITLE, IF	<u></u>
	nd subscribed to before me this
9th	day of August , 20 13 BERES)
1110	MIC AMO
(Notary	Public or other officer authorized to administer oaths)
	mission Expires 11/16/2014
	about and a relative and distance at a small disconnected to this Droposed

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

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

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

Disclosure of Ownership

Sec this	ice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in tions 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary poses.
(1)	On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

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

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

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

- (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
- (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3)
- (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 Cons	struction Busi	ness			
Not Applicable 🗵					
Name of Business		· · · · · · · · · · · · · · · · · · ·			
Street Address or P O Box	*	City		State	Zip Code
Name of Business				<u> </u>	
Street Address or P O Box		City		State	Zip Code
Name of Business		<u> </u>		<u> </u>	J
Street Address or P O Box		City		State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.					
Print the Name of Authorized Officer Phil McManamy					
Signature of Authorized Officer	Date Signed	08/13/2013			
Name of Corporation, Partnership of Sole Proprietorship Monona Plumbing & Fire Protection, Inc.					
Street Address or P O Box 3126 Watford Way	_	City Madison		State WI	Zip Code 53713

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

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

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

Best Value Contracting

	None
ac	adison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the tive apprentice requirement. Apprenticeable trades are those trades considered apprenticeable the State of Wisconsin. Please check applicable box if you are seeking an exemption.
	Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
	No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
	Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
	First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
	Contractor has been in business less than one year.
	Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade
on 33. app age	e Contractor shall indicate on the following section which apprenticeable trades are to be used this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 07(7), shall be satisfied by documentation from an applicable trade training body; an orenticeship contract with the Wisconsin Department of Workforce Development or a similar ency in another state; or the U.S Department of Labor. This documentation is required prior to Contractor beginning work on the project site.
	The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIS	I APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)
	BRICKLAYER
	CARPENTER
	CEMENT MASON / CONCRETE FINISHER
	CEMENT MASON (HEAVY HIGHWAY)
	CONSTRUCTION CRAFT LABORER
	DATA COMMUNICATION INSTALLER
	ELECTRICIAN
	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
	GLAZIER
	HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
	INSULATION WORKER (HEAT & FROST)
	IRON WORKER
	IRON WORKER (ASSEMBLER, METAL BLDGS)
	PAINTER & DECORATOR
	PLASTERER
	PLUMBER
	RESIDENTIAL ELECTRICIAN
	ROOFER & WATER PROOFER
	SHEET METAL WORKER
X	SPRINKLER FITTER
	STEAMFITTER
	STEAMFITTER (REFRIGERATION)
	STEAMFITTER (SERVICE)
	TAPER & FINISHER
	TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
	TILE SETTER

MONONA PLUMBING AND FIRE PROTECTION, INC.



MONONA PLUMBING AND FIRE PROTECTION, INC.



3126 Watford Way • Madison, WI. 53713 Phone (608) 216-9084 Fax (608) 216-9041

08/09/2013

To: Madison, Dane County, Wisconsin C/O: City Engineering Division 1600 Emil Street Madison, WI 53713 Re: Monona Terrace, , WI

Work to Include:

Contract # 7080 Monona Terrace Sprinkler Replacement

1. Remove and replace all central sprinkler heads as per plans F00, F01, F02, F03, F04, F05, F06, F07, F08, F09, F10, F11, and specs DATED 7/10/13 throughout the building at Monona Terrace Community and Convention Center in Madison, WI.

Work Not Included:

- Pricing is based on MPFP's Clarifications, Exclusions, Terms and Conditions
- Electric and or alarm system wiring/hook up.
- Fire watch while fire sprinkler system is out of service.

 Pricing is based on MPFP's Clarifications, Exclusions, Terms and Conditions included on page 2 of this document

Total for Work Listed Above - \$54,425.00

Note: This Proposal May Be Withdrawn by us if not accepted within 30 days.

211-1-1-1-

Authorized Signature	waae yones		
 	Wade Jones	 <u></u>	
Date of Acceptance	•		
Signature:			

MONONA PLUMBING AND FIRE PROTECTION, INC.

Terms and Conditions

Payment Terms: Balance is payable within 30 days of receipt of invoice. Payments shall be mailed to: 3126 Watford Way Madison, WI 53713

<u>Default for Non Payment:</u> Owner agrees to pay Monona Plumbing & Fire Protection costs and expenses of collection, including reasonable attorney's fees.

Non Payment: If payment has not been received for any previous work completed, Monona Plumbing & Fire Protection has the right to decline service and responsibility under this agreement.

<u>Finance Charges:</u> Past due customers will be charged a finance charge at the periodic rate of one and one-half percent (1 ½%) per month, which is an annual percentage rate of 18%, or a periodic rate not to exceed the maximum rate allowed by state law.

Warranty: OTHER THAN THE LIMITED WARRANTIES EXPRESSED BELOW AND TO THE EXTENT PERMITTED BY LAW, MONONA PLUMBING & FIRE PROTECTION EXPRESSLY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO ANY MATERIALS, LABOR AND WORKMANSHIP SUPPLIED UNDER THIS AGREEMENT. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL MONONA PLUMBING & FIRE PROTECTION BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER FOR ANY SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE HOWEVER ARISING OUT OF THE SERVICES PERFORMED UNDER THIS AGREEMENT. Monona Plumbing & Fire Protection warrants all service/repair work performed against defects in materials and/or workmanship for a period of sixty (60) days from substantial completion of the work. Sewer and drain cleaning are excluded from this Warranty. In addition, Monona Plumbing & Fire Protection warrants all fixtures that are supplied and installed by Monona Plumbing & Fire Protection against defects (including parts and labor) for a period of one (1) year from substantial completion of the installation. Any fixtures, equipment or parts supplied and/or installed by others are not included in these warranties. If work is performed or modifications are made by anyone other than Monona Plumbing & Fire Protection to materials or equipment installed by Monona Plumbing & Fire Protection, this warranty will be null and yold and Monona Plumbing & Fire Protection will be released from all liability with respect to the equipment and materials installed including any damages as a result thereof. These warranties do not apply to normal wear and tear, or to any damage caused by accident, misuse, abuse or failure to perform normal or routine maintenance. These warranties are effective only in the event of full payment for the work and are null and void unless full payment is timely made.

Prime Contractor Notice of Lien Rights: "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies, performing, furnishing, or procuring labor, services, materials plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans, or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid."

<u>Indemnity:</u> To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Contractor's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Owner, anyone directly employed by Owner or anyone for whose acts Owner may be liable.

Fire Protection Only: Monona Plumbing and Fire Protection will have no responsibility for the following so please read carefully. Where a required fire protection system or portion, thereof, is out of service for more than 10 hours in a 24-hour period (due to system leakage, interruption of water supply, frozen or ruptured piping and/or equipment failure), the Owner of the property shall arrange for one of the following:

- Evacuation of the building or portion of the building affected by the system out of service
- An approved fire watch
- Establishment of a temporary water supply
- Establishment and implementation of an approved program to eliminate potential ignition sources and limit the amount of fuel available to the fire
- Notify the local Fire Department
- Notify the insurance carrier, the alarm company, property owner/manager and other authorities having jurisdiction
- Notify the supervisors in the areas to be affected
- A tag impairment system has been implemented

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT	Monona Plumbing & Fire Protection, Inc. (a
corporation of the State of Wisconsin	(individual), (partnership), hereinafter referred to as the
"Principal") and Fidelity & Deposit Company of a corporation of	of the State of Maryland (hereinafter referred to
	e State of Wisconsin, are held and firmly bound unto the
City of Madison, (hereinafter referred to as the "C	Obligee"), in the sum of five per cent (5%) of the amount
of the total bid or bids of the Principal herein a	accepted by the Obligee, for the payment of which the
Principal and the Surety bind themselves, their h	eirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.	

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

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

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

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

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

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

Seal	Monona Plumbing & Fire	Protection, Inc.	8/9/13	
Ву:	Principal Was lose	6	Date	
Ву:	Fidelity & Deposit Compa	Jahr	8/9/13	
	Brooke L. Parker, Attorne	/-in-Fact	Date	
License execute	No. <u>2512433</u> for the ye	y licensed as an agent for the a ar 2013, and appointed ent and performance bond referred. Hausmann-Johnson Insurance	d as attorney in	fact with authority to
Date		Agent	•	()
		PO Box 259408		V
		Address		
		Madison, WI 53725		
		City, State and Zip Code		
		608-257-3795		
		Telephone Number		

NOTE TO SURETY & PRINCIPAL

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

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

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland City of Baltimore

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

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

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

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

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

CERTIFICATE

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

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

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

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

this day of	, 2015.

Assistant Secretary

Jui D. Bairf

SECTION H: AGREEMENT

THIS AGREEMENT made this ______ day of ______ in the year Two Thousand and Thirteen between MONONA PLUMBING & FIRE PROTECTION, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>SEPTEMBER 3, 2013</u>, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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:

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

- 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-FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE</u> (\$54,425.00) 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 undercontract with the City by depositing the material directly in final place from transporting vehicle.

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

Articles of Agreement Article I

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

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

MONONA TERRACE SPRINKLER REPLACEMENT CONTRACT NO. 7080

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

Countersigned:		MONONA PLUMBING &	FIRE PROTEC	TION, INC.
		Company Name		
Brooke Sauson	9-17-13	Bowl presu	rex	9-17-13
Witness	Date	President		Date
Cindy Gilbertson	9.17-13	Blum, Secre	May	9-13-13
Witness	Date	Secretary	1	Date
CITY OF MADISON, WISCONSIN Provisions have been made to pay that will accrue under this contract. Finance Director	/ the liability /	Approved as to form: Other Distribution of the control of the con	14	
Signed this gth day	of October		, 20 /3	F
Milas / Junia	des	Van	M	
Witness		Mayor	V	Date
Dear K. Sho	B	Mhl Mh	for	9/26/13

City Clerk

Date

Witness

Bond No.: 09122108

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mas principal, and Fidelity & Deposit Company of Maryl		ION, INC.
Company of Maryland as Madison, Wisconsin, in the sum of FIFTY-FOUR (\$54,425.00) Dollars, lawful money of the United Sta Madison, we hereby bind ourselves and our respectives.	surety, are held and firmly bound unto to THOUSAND FOUR HUNDRED TWE ates, for the payment of which sum to to	NTY-FIVE he City of
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into b construction of:		
MONONA TERRACE SPRII CONTRACT		
in Madison, Wisconsin, and shall pay all claims fo prosecution of said work, and save the City harmless fin the prosecution of said work, and shall save harmle (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	from all claims for damages because of n ess the said City from all claims for com	egligence pensation
Signed and sealed this 11 day of	September 2013	
Countersigned:	MONONA PLUMBING & FIRE PROTECTION	ON, INC.
Brooke Sawsen Witness	Company Name (Principal)	
Witness MU Secretary	President	Seal
•	Fidelity & Deposit Company of Maryland	
Approved as to form:	Surety Salary Employee By Kelsey Jacobson, Attorney-in-Fact	Seal
This certifies that I have been duly licensed as an accidense No. <u>2564601</u> for the year 20 <u>1</u> authority to execute this payment and performance bond	3, and appointed as attorney-in-	fact with
/11/13 Date	Agent Signature Kelsey Uaqobson, Hausmar	nn-Johnson Insurance
	2 2	Comment of the Commen

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray Assistant Secretary

By: David S. Hewett

Vice President

State of Maryland City of Baltimore ss:

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

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

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

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

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

CERTIFICATE

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

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

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

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

this		day of	Soptember	<u>, 2013</u> .
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Assistant Secretary

July D. Barry

SECTION J: PREVAILING WAGE RATES

J-1

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

201300080 **DETERMINATION NUMBER: EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply. ALL PUBLIC WORKS PROJECTS UNDER SEC 66,0903, STATS - CITY OF MADISON PROJECT NAME: MADISON CITY, DANE COUNTY, WI PROJECT LOCATION: CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING CLASSIFICATION: Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing wage rate/Dictionary/dictionary main.htm. Time and one-half must be paid for all hours worked: OVERTIME: - 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 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. When a specific trade or occupation requires a future increase, you MUST add the full hourly increase **FUTURE 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. This premium only applies to highway and bridge projects owned by the Wisconsin Department of DOT PREMIUM: 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 wage rates may be available for some of the trades or occupations indicated below with SUBJOURNEY: the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney

worker on this project.

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

BUILDING OR HEAVY CONSTRUCTION

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

	SKILLED TRADES			
<u>CODE</u>	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
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99

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 \$
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	HOURLY	1 age 0 01 2
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
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			
<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 \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	31.89	17.98	49.87
203	Three or More Axle	18.00	11.45	29.45
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	11.45	29.45
- Address disease	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$.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

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

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.		19.86	48.56
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA		ORK	
ODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/2/2013. 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

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> \$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.		18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	32.42	17.97	50.39
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
	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

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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

	SKILLED TRADES					
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 \$		
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		

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	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 \$	TOTAL \$
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

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 \$
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			
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

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

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	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
4	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	33.22	18.90	52.12
203	Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	23.31	17.13	40.44
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	27.77	19.90	47.67
205	Pavement Marking Vehicle	23.84	14.94	38.78
206	Shadow or Pilot Vehicle	33.22	18,90	52.12
207	Truck Mechanic	22.50	16.19	38.69

	LABORERS				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
301	General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	. 28.35	13.90	42.25	
302	Asbestos Abatement Worker	18.00	0.00	18.00	
303	Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.35	13,90	42.25	
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03	
314	Railroad Track Laborer	23.41	6.91	30.32	

HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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 \$
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

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.

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.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	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, 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; 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; 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 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/la	34.22	19.90	54.12
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	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL
	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.	\$. \$	\$
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	25.74	15.85	41.59
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

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

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

Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.

Future Increase(s):

Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

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

	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 (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	34.22	19.90	54.12
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (Wlth 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.	33.96	19.90	53.86

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	\$ 29.82	\$ 17.98	\$ 47.80
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.		19.15	46.90
	HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WO	RK		
<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 \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/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

303

Landscaper

005-	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	T074
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	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			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	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 <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	19.80	7.22	27.02
302	Asbestos Abatement Worker	18.00	6.24	24.24

13.15

6.51

19.66

Pag	e 28	of	28

Determination	No	201	1300080

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			
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 \$
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.	31.89	18.20	50.09
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	28.70	4.91	33.61

Wisconsin Office of the Commissioner of Insurance Licensed Producer Search*

Thursday, September 19, 2013

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

License Number: 2564601

NPN**: 15982589

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

License Type: Resident Intermediary Indv

CE Compliance: 09-30-2014

Lines of Authority

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

Appointments and Terminations

	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual	CAS/Active	10-28-2010)	
Insurance Company	PROP/Active	10-28-2010)	
ALLIED Property an	d CAS/Inactive	10-29-2010	11-12-2012	Canceled
Casualty Insurance Company	PROP/Inactive	10-29-2010	11-12-2012	Canceled
AMCO Insurance	CAS/Inactive	10-29-2010	11-12-2012	Canceled
Company	PROP/Inactive	10-29-2010	11-12-2012	Canceled
American Guarante	e CAS/Active	11-16-2010	1	
and Liability Insurance Company	PROP/Active	11-16-2010		
American Zurich	CAS/Active	11-16-2010		
Insurance Company	PROP/Active	11-16-2010		
Capitol Indemnity	CAS/Active	10-27-2010		
Corporation	PROP/Active	10-27-2010		
Chubb Indemnity	CAS/Active	11-16-2010		
Insurance Company	PROP/Active	11-16-2010		
Chubb National	CAS/Active	11-16-2010		
Insurance Company	PROP/Active	11-16-2010		
Cincinnati Casualty	CAS/Active	11-10-2010		
Company, The	PROP/Active	11-10-2010		

	Cincinnati Indemnity Company, The	CAS/Active PROP/Active	11-10-2010 11-10-2010		
***************************************	Cincinnati Insurance Company, The	CAS/Active PROP/Active	11-10-2010 11-10-2010		
000000000000000000000000000000000000000	Colonial American Casualty and Surety Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	Depositors Insurance Company	CAS/Inactive PROP/Inactive	10-29-2010 10-29-2010	11-12-2012 11-12-2012	Canceled Canceled
***************************************	Donegal Mutual Insurance Company	CAS/Active PROP/Active	11-12-2012 11-12-2012		
CPTHATEGRAPH CONTRACTOR CONTRACTO	Executive Risk Indemnity Inc.	CAS/Active PROP/Active	11-16-2010 11-16-2010		
Market Consequence (Consequence	Federal Insurance Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	General Casualty Company of Wisconsin	CAS/Active PROP/Active	11-05-2010 11-05-2010		
PRODUCTION CONTRACTOR	Great Northern Insurance Company	CAS/Active PROP/Active	11-16-2010 11-16-2010		
	Guarantee Company of North America USA, The	CAS/Active	06-13-2011		
Physical Company of the Company of t	Merchants Bonding Company (Mutual)	CAS/Inactive	10-20-2010	09-17-2013	Vol. Surrender per Agent Rqst
	Merchants National Bonding, Inc.	CAS/Inactive	02-06-2013	09-17-2013	Vol. Surrender per Agent Rqst
	Nationwide Affinity Insurance Company of America	CAS/Inactive PROP/Inactive	10-29-2010 10-29-2010	11-12-2012 11-12-2012	Canceled Canceled
	Nationwide Mutual Insurance Company	CAS/Inactive PROP/Inactive	10-29-2010 10-29-2010	11-12-2012 11-12-2012	Canceled Canceled
	Old Republic Insurance Company	CAS/Active	10-21-2010		
THE STATE OF THE S	Old Republic Surety Company	CAS/Active	10-21-2010		
	Pacific Indemnity	CAS/Active	11-16-2010		

Company	PROP/Active	11-16-2010
Pioneer Specialty Insurance Company	CAS/Active	08-01-2013 08-01-2013
-	PROP/Active	10-27-2010
Platte River Insurance Company	CAS/Active PROP/Active	10-27-2010
Regent Insurance	CAS/Active	11-05-2010
Company	PROP/Active	11-05-2010
Sheboygan Falls	CAS/Active	11-12-2012
Insurance Company	PROP/Active	11-12-2012
SOCIETY	CAS/Active	11-17-2010
INSURANCE, a mutual company	PROP/Active	11-17-2010
Travelers Casualty	CAS/Active	11-04-2010
and Surety Company of America	PROP/Active	11-04-2010
United Fire &	CAS/Active	09-19-2012
Casualty Company	PROP/Active	09-19-2012
Vigilant Insurance	CAS/Active	11-16-2010
Company	PROP/Active	11-16-2010
West Bend Mutual	CAS/Active	10-29-2010
Insurance Company	PROP/Active	10-29-2010
Western National	CAS/Active	08-01-2013
Mutual Insurance Company	PROP/Active	08-01-2013
Western Surety Company	CAS/Active	11-09-2010
Zurich American	CAS/Active	11-16-2010
Insurance Company	PROP/Active	11-16-2010
Zurich American	CAS/Active	11-16-2010
Insurance Company of Illinois	PROP/Active	11-16-2010

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

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