

DPW-127

EXECUTED IN QUADRUPLICATE

Contract No. C565040011

CITY OF MILWAUKEE, WISCONSIN  
DEPARTMENT OF PUBLIC WORKS

CONTRACT for:

TRANSFER STATIONS AND SELF-HELP CENTERS OPERATION, WITH ASSOCIATED HAULING AND DISPOSAL SERVICES FOR THE CITY OF MILWAUKEE

Location:

TRANSFER STATIONS AT 3879 WEST LINCOLN AVENUE AND 6660 NORTH INDUSTRIAL ROAD IN THE CITY OF MILWAUKEE

THIS CONTRACT, Made and entered into this 15<sup>TH</sup> day of MARCH, 2004 by and between WASTE MANAGEMENT OF WI, INC., hereinafter called "Contractor" and the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter called "City."

The parties hereto agree as follows:

The CONTRACTOR has offered by bid in writing to the Commissioner of Public Works of the City, hereinafter called "Commissioner", to furnish the material, equipment, labor and everything necessary for performing the work herein mentioned for the City, for the price and within the time specified, and according to the contract documents therefore on file in the Department of Public Works, and the Commissioner has awarded the work to the Contractor according to law;

The CONTRACTOR, in consideration of the payments hereinafter provided, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City to well and truly execute and perform the work, for the price bid, over the period specified, and according to the contract documents, which include:

1. Official Notice No. 165 Dated December 22, 2003
2. Invitation to Bid/Bidding Documents including Special Provisions and Conditions if any
3. General Specifications Dated January 31, 1992
4. Addenda No. 1 Dated January 13, 2004  
No. 2 Dated January 15, 2004  
No. 3 Dated January 16, 2004
5. Bid Dated January 22, 2004
6. Plan of Operation prepared by Contractor  
Dated February 11, 2004
7. Payment and Performance Bond and Prevailing Wage Rate Annual Adjustment Provision.
8. EBE Requirements
9. Additional Contract Understandings and Clarifications

which contract documents are hereby made a part of this contract as though set forth in full herein.

CONTRACTOR ACKNOWLEDGES FULL AWARENESS OF THE CITY'S EBE PROVISIONS, THE RESIDENCE PREFERENCE PROVISIONS, AND THE APPRENTICESHIP PROVISIONS AS SET FORTH IN THE BID PROPOSAL PACKET.

CONTRACTOR ACKNOWLEDGES THE REQUIREMENT TO MAINTAIN COMPLETE AND ACCURATE PERSONNEL RECORDS AS REQUIRED UNDER THE EBE, RESIDENCE PREFERENCE, AND APPRENTICESHIP PROVISIONS.

CONTRACTOR ACKNOWLEDGES RESPONSIBILITY FOR ASSURING SUBCONTRACTOR COMPLIANCE WITH CITY INSURANCE REQUIREMENTS ON THIS CONTRACT AND AGREES TO PERMIT RANDOM CHECKS OF OFFICE RECORDS BY CITY STAFF TO SUBSTANTIATE SUCH COMPLIANCE. WHERE A DETERMINATION IS MADE THAT A SUBCONTRACTOR DOES NOT HAVE THE REQUIRED INSURANCE COVERAGE, THE PRIME CONTRACTOR MAY BE CONSIDERED IN BREACH AND/OR MAY BE CONSIDERED AS NOT BEING A RESPONSIBLE BIDDER ON FUTURE PROJECTS.

THE CONTRACTOR/LESSEE AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.

SEE ATTACHED PAGES FOR BREAKDOWN.

CONTRACT PRICE:

CITY SHALL PAY CONTRACTOR \$24.19 PER TON TO PROCESS, HAUL AND DISPOSE OF SOLID WASTE. THIS PRICE SHALL INCLUDE OPERATION OF SELF-HELP CENTERS.

CITY SHALL PAY CONTRACTOR \$13.00 PER TON FOR ALL MANNER OF COMPOSTABLE YARD WASTE INCLUDING, BUT NOT LIMITED TO, GRASS, BRUSH, LEAVES AND TREE TRIMMINGS.

ACTUAL CONTRACT PRICE IN ANY YEAR SHALL DEPEND UPON ACTUAL TONNAGE OF SOLID WASTE LAND FILLED AND YARD WASTE COMPOSTED.

The CONTRACTOR agrees to be liable for all damages occasioned by the digging up, use, or occupancy of the street, alley, highway, or public ground which may result from the carelessness of such CONTRACTOR, his agents, employees, or workers.

Pursuant to the provisions of Section 7.25 of the Milwaukee City Charter, the Commissioner of Public Works reserves the right to determine whether the work has been improperly or imperfectly performed. The Commissioner of Public Works further reserves the right to adjust and determine the amount earned under the contract, including deducting from the final payment any costs related to the repair of public facilities damaged by the CONTRACTOR on the contract.

City of Milwaukee  
Bid Proposal

Official Notice No. 165  
Notice to Bidders

For provision of Transfer Stations and Self-Help Centers, Hauling and Disposal Services for the City of Milwaukee. Bid prices will escalate per the provisions in Section 1.

Bidder shall complete the Work in accordance with the Bid Specifications for the following prices:

Unit Price Schedule

<u>No.</u>	<u>Estimated Quantity and Item</u>	<u>Unit Price</u>	<u>Total</u>
A.	300,000 tons/year, Operation of City-Owned Transfer Stations and Self-Help Centers, to process, haul, and dispose of solid waste	\$ 24.19/ton	\$ 7,257,000.00 /year
B.	30,000 tons/year, Yard Waste to process, haul, and compost	\$ 13.00/ton	\$ 390,000.00 /year

C. BID PRICE (Summation of Bid Items)

$$C = A + B = \underline{7,647,000.00} \text{ /year}$$

Seven Million Six Hundred Forty Seven thousand and 00/100

$$C = A + B = \underline{\hspace{10em}} \text{ (dollars-written in words)}$$

Unit prices have been computed in accordance with Section 1.4 of the Bid Specification.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Bid Specification.

The Bid Price shall be written out in words and also entered in figures. In case of variation, the written price will prevail.

**D. Variable Cost**

Bidder shall provide the estimated percent of the Bid Price to be allocated to the variable cost as defined in Section 1 of the Bid Specification. The Annual Variable Cost will be computed based on the annual quantities received multiplied by the variable cost percentage of the tipping fee times the tipping fee unit prices for all materials processed under this contract.

Variable Cost as a percentage of the tipping fee 70 percent

**E. Total Contract Price**

E = \$ \_\_\_\_\_ 7-year total  
(leave blank, to be calculated by the City)

(dollars-written in words)

Total contract price will be calculated by the City in evaluating the bids. Total contract price will be calculated according to Section 1.4.1 of the Bid Specifications.

After opening Bids, the Commissioner shall award the Contract to the competent, reliable, responsible, and responsive qualified Bidder submitting the lowest total Contract price.

**F. Operating Cost**

Bidder shall provide the estimated percent of the tipping fee to be allocated to the operating cost as defined in Section 1 of the Bid Specification. The Annual Operating Cost will be computed based on the annual quantities received multiplied by the operating cost percentage of the tipping fee unit prices for all materials processed under this contract.

Operating Cost as a percentage of the tipping fee 23 percent

**Alternates (1)**

Include the following alternates as described in Section 1.4 of the Bid Specification.

**Unit Price Schedule for Alternate Bid Items:**

<u>No.</u>	<u>Estimated Quantity and Item</u>	<u>Unit Price</u>	<u>Total</u>
A-1	800 tons of tires/year to process, haul, and recycle	\$ <u>125.00/ton</u>	\$ <u>100,000.00</u>
A-2	13,500 tons/year clean fill, concrete, and rock to process, haul, and dispose or recycle	\$ <u>16.00/ton</u>	\$ <u>216,000.00</u>
A-3	4,200 tons/year catch basin debris to solidify suitable for landfilling, process, haul, and dispose	\$ <u>130.00/ton</u>	\$ <u>546,000.00</u>
A-4	800 tons/year logs to process, haul, and recycle/reuse	\$ <u>40.00/ton</u>	\$ <u>32,000.00</u>

(1) As of the contract date, City chooses to exercise alternative bid A-1 only. City reserves the right to amend this contract in the future by adding one or more of the remaining alternative services listed herein. It is understood that the cost of such alternative services will be negotiated at the time of any such contract amendment.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap, national origin or ancestry, disability, lawful source of income, marital status, or family status. The said provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay off or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of the non-discrimination clause.

It shall be the duty of the EQUAL RIGHTS COMMISSION to initiate or receive and investigate complaints charging violations; to make a prompt and full investigation of each such complaint; to attempt to eliminate any unlawful practice through conciliation and persuasion, and, should conciliation and persuasion fail, to request the City Attorney to commence proceedings in the appropriate Court in the name of the City.

This agreement constitutes the entire agreement between the parties relating to the subject matter contained herein. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

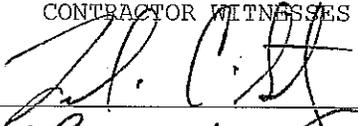
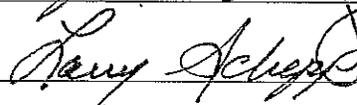
In the event of conflicts or inconsistencies between or among provisions in any of the contract documents, the documents shall control in the following order, from most controlling (a) to least controlling (h):

- (a) Additional Contract Understandings and Clarifications dated March 10, 2004
- (b) Addendum No. 3 dated January 16, 2004
- (c) Addendum No. 2 dated January 15, 2004
- (d) Addendum No. 1 dated January 13, 2004
- (e) Official Notice No. 165 and associated Invitation to Bid, Bidding Documents, including Special Provisions and Conditions, if any, dated December 22, 2003
- (f) General Specifications (as amended) dated January 31, 1992
- (g) Contractor's Bid dated January 22, 2004
- (h) Plan of Operation prepared by Contractor received by City February 12, 2004

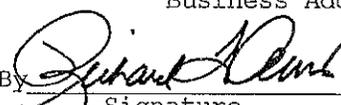
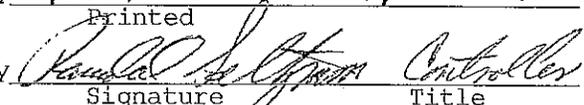
IN WITNESS WHEREOF, the parties hereto have executed this instrument in quadruplicate under their several seals, the day and year first above written, the name and corporate seals of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

WASTE MANAGEMENT OF WI, INC.  
CONTRACTOR (Seal)  
W142 N8925 BOUNDARY ROAD  
MENOMONEE FALLS, WI 53051  
Business Address

CONTRACTOR WITNESSES

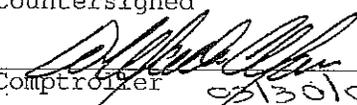
  
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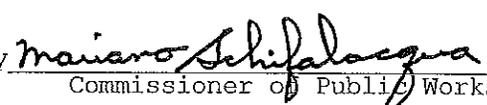
THIS CONTRACT WAS  
DRAFTED BY THE OFFICE  
OF THE CITY ATTORNEY

By  VP  
Signature Title  
By RICHARD L ANCELET  
Printed  
By  Controller  
Signature Title  
By RANDAL SALTZMAN  
Printed

CITY OF MILWAUKEE

Countersigned

  
Comptroller 02/30/04 JSD  
\_\_\_\_\_

By   
Commissioner of Public Works  
\_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. C565040011

March 15, 2004  
Date)

WASTE MANAGEMENT OF WI, INC.

Fund Number	Reserve
00015457636508	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Assessable	\$ _____
Total	\$ _____

With  
THE CITY OF MILWAUKEE

For  
TRANSFER STATIONS, ETC.

FOR PROVISION OF TRANSFER STATIONS AND SELF-HELP CENTERS OPERATION, WITH ASSOCIATED HAULING AND DISPOSAL SERVICES FOR THE CITY OF MILWAUKEE.

**PAYMENT & PERFORMANCE BOND  
AND  
PREVAILING WAGE RATE  
ANNUAL ADJUSTMENTS**

The amount of the Payment and Performance Bond will be adjusted on an annual basis to reflect CPI increases in the yearly Bid Price. The revised Payment and Performance Bond requirement will go into effect on July 1 of each year during the course of the contract.

The Prevailing Wage Rates that will apply to this contract will be adjusted on an annual basis to reflect periodic changes in the City's formally adopted Prevailing Wage Rate Schedule. On July 1 of each contract year, the City of Milwaukee will provide Waste Management with the Prevailing Wage Rate Schedule then in effect for the City. The Prevailing Wage Rates contained in that Schedule will apply to this contract until the following July 1<sup>st</sup>.

## EBE REQUIREMENTS

For purposes of determining the Emerging Business Enterprise (EBE) participation requirements for this contract, it shall be assumed that operating costs equal 23% of the yearly Bid Price. The EBE requirement for each year of the contract is equal to 21% of that year's operating cost. In the first year of the contract, the dollar value of EBE participation shall equal at least \$369,350. This amount was derived as follows:

(Year One Bid Price) X (.23) X (.21) = Minimum Level of EBE Participation

$$(\$7,647,000) \times (.23) \times (.21) = \$369,350$$

The EBE requirement for each subsequent year will be calculated using this same methodology.

## ADDITIONAL CONTRACT UNDERSTANDINGS & CLARIFICATIONS 3/10/04

1. For the purpose of calculating future annual CPI-based adjustments in the Bid Price, Variable Costs shall be assumed to equal 70% of the total Bid Price.

For the purpose of calculating the minimum required EBE participation in the contract, Operating Costs shall be assumed to equal 23% of the annually adjusted total Bid Price.

2. The Contractor will pay State environmental fees up to \$3.657 per ton. The City will assume charges above \$3.657 per ton and pay as an itemized charge on the monthly WMI bill.

3. Third Party solid waste passed through the transfer stations under separate agreements with the contractor shall be billed to the contractor according to the following scale:

### Charge per ton

0 to 50,000 tons per year: 0

50,001 to 75,000 tons per year: \$1.00

75,001 to 100,000 tons per year: \$ 1.50

Over 100,000 tons per year: To be negotiated

4. If the vendor chooses to install new compactors, such new compactors shall belong to the contractor at the end of the contract period. The contractor shall pay any costs associated with removing the present compactors and disposing of them for their scrap value. Any salvage proceeds resulting from disposition of the compactors shall be credited to the City in contractor's next monthly invoice. Contractor shall also be responsible for all costs associated with installing its new compactors. At the end of the contract period the contractor shall have the choice of leaving the new compactors in place, removing them at its expense, or selling the new compactors to a subsequent contractor.

5. The contractor shall be an active participant in a working group to design and implement a security plan to reduce unlawful dumping at the gates of the self-help stations.

6. The City will exercise bid option A-1 for the processing, hauling and recycling of automobile and car tires. The contractor shall be required to process tires of all sizes and compositions (automobile, truck, SUV, etc.) which may be delivered to the self-help stations. Tires mounted on rims shall be hauled and disposed of at no additional charge to the city. The contractor shall be responsible for disposal of any by-product of the disposal process, at no additional charge to the city. The contractor shall weigh all tires to be processed and shall furnish this weight to the city. The contractor shall report annually on the method of processing and disposal of tires, which shall be in full compliance with the laws and statutes of the State of Wisconsin and applicable local ordinances.

**Department of Public Works  
City of Milwaukee  
Service Contract Wage Requirement Provisions**

I. General

- A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a Minimum Wage Requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. On March 1, 1996, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.
- B. The Contractor agrees to prepare and submit an affidavit, Form J, within ten days following the Contractor's completion of the contract, and to procure and submit a like affidavit from every subcontractor employed by the contractor to the Department of Public Works regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than \$7.53 per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
  2. Terminate, suspend, or cancel the contract in whole or in part.

**Department of Public Works  
City of Milwaukee  
Service Contract Wage Requirement Provisions**

3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
4. Any other remedy available to the City at law or in equity.

**II. Definitions**

- A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:
  1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.
  2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.
- B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding \$5,000. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a Department of Public Works' contract regulated under S 309-25, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

**III. Service Contract Utilization Requirements**

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.

**Department of Public Works  
City of Milwaukee  
Service Contract Wage Requirement Provisions**

- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
  
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.
  
- D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeal's committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

10/3/03

MINIMUM WAGE SCALE

RESOLVED, By the Common Council of the City of Milwaukee, that building and construction trades workers in the construction industry employed upon public work projects done by contract for the City of Milwaukee, either new construction or repair work, upon any roads, bridges, sewers, streets, alleys, buildings, or any other public work, shall be paid no less than the hourly wage rates and fringe benefits which prevail in the Milwaukee metropolitan area for the same type of work or for closely related work. (FILE NUMBER 68-1317)

Prevailing hours of labor for all classes of laborers and mechanics means no more than ten (10) hours per day nor more than forty (40) hours per week and may not include any hours worked on a Saturday, Sunday, or one of six holidays. ALL work performed in excess of these prevailing hours must be paid at a rate of at least 1-1/2 times the hourly basis rate of pay (plus fringe benefits). *Fringe Benefits must be paid on ALL hours worked for ALL job classifications.*

If a contractor or subcontractor anticipates employing a person or persons in classifications, trades, or occupations that are not set forth in the Minimum Wage Scale, then that contractor or subcontractor is required to apply to the Commissioner of Public Works PRIOR to the bid opening date set forth in the official notice for the project for a special wage determination containing the classification(s) and associated wage and benefit rate(s). Special wage determinations requested after the bid opening date MAY be issued at the discretion of the Commissioner of Public Works' Office if it is satisfied that a special classification is used as a prevailing practice in the City of Milwaukee.

The Prime Contractor must provide each subcontractor with a copy of the Minimum Wage Scale with the appropriate classifications and rates for the type of work to be performed. The Minimum Wage Scale, including this cover sheet, must be physically included in the subcontract agreement between the prime and subcontractor.

All disputes and/or controversies regarding the proper classification of any laborer, worker, or mechanic employed on a City project will be referred to the State Department of Industry, Labor and Human Relations for final resolution and disposition.

ss. 66.293(3)(a)(3), Wis. Stats.

Any contractor, subcontractor, or agent thereof, who fails to pay the prevailing rate of wages determined by the department under this subsection or pays less than 1-1/2 times the hourly basic rate of pay for all hours worked on the project in excess of prevailing hours of labor determined under this subsection, shall be liable to the employees affected in the amount of their unpaid minimum wages or their unpaid overtime compensation and an additional amount as liquidated damages.

Each contractor, subcontractor, or agent thereof participating in a project covered by this subsection shall keep full and accurate records clearly indicating the name and trade or occupation of every laborer, workman, or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and actual wages paid therefor.

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
ACOUSTIC CEILING TILE INSTALLER	26.25					9.18	35.43
	Add \$1.45 on 6/2/03 = \$36.88						
AIR & ELECTRIC EQUIPMENT- Buildings	23.02	4.45			3.40 .41 I,S,E	8.26	31.28
AIR TOOL MACHINE	21.07	4.45			3.40 .32 S,E	8.17	29.24
ASBESTOS ABATEMENT WORKER	22.91	4.45			3.40 .41 I,S,E	8.26	31.17
BITUMINOUS, DUMPER, IRONER, SMOOTHER & TAMPER(Paving)	20.92	4.45			3.40 .32 S,E,C.	8.17	29.09
BITUMINOUS LUTEMAN, RAKER (Paving)	21.27	4.45			3.40 .32 S,E,C.	8.17	29.44
BITUMINOUS SHOVELER, LOADER, UTILITY MAN (Paving)	20.92	4.45			3.40 .32 S,E,C.	8.17	29.09
BLASTER	27.14	4.45			3.40 .39 I,S,E	8.24	35.38
BLASTER (In compressed air 0-15 lbs.- Tunnel)	28.14	4.45			3.40 .39 I,S,E	8.24	36.38
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
BOILERMAKER	27.75	4.65			5.15 .60 A,T; 3.00Annuity	13.40	41.15
BOILERMAKER FOREMAN	29.75	4.65			5.15 .60 A,T; 3.00Annuity	13.40	43.15
BOILERMAKER GENERAL FOREMAN	30.75	4.65			5.15 .60 A,T; 3.00Annuity	13.40	44.15
BOTTOM DIGGER,MISC.BOTTOM MAN,WELDER ON SURFACE	25.65	4.45			3.40 .39 I,S,E	8.24	33.89
BRACER (In Trench Behind Machine & Tight Sheeting)	26.68	4.45			3.40 .39 I,S,E	8.24	34.92
BRACERMAN (tunnel)	26.68	4.45			3.40 .39 I,S,E	8.24	34.92
BRACERMAN (in compressed air- 0 - 15 lbs)	27.68	4.45			3.40 .39 I,S,E	8.24	35.92
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
BRICKLAYER(Buildings & Tunnel)	28.38	6.10			3.65 .91 A,I	10.66	39.04
BRICKLAYER (Sewer,Water)	28.33	4.75			3.55 .86 A,I	9.16	37.49
BRICKLAYER (Paving)	28.33	4.75			3.55 .86 A,I	9.16	37.49
BRICKLAYER ON SWING STAGE	29.13	6.10			3.65 .91 A,I	10.66	39.79
BRICKLAYER FOREMAN	31.22	6.10			3.65 .91 A,I	10.66	41.88
BRICKLAYER FOREMAN ON SWING STAGE	31.92	6.10			3.65 .91 A,I	10.66	42.58
CABINET INSTALLER	14.00					2.36	16.36
CARPENTER (Buildings, Tunnel)	26.75	6.00			3.85 .39 A,I,T	10.24	36.99
CARPENTER (Paving)	26.25					9.18	35.43
	Add \$1.45 on 6/2/03 = \$36.88						
CARPENTER (Sewer, Water)	26.25	5.35			3.60 .34 A,I,T	9.29	35.54
CARPENTER FOREMAN	29.43	6.00			3.85 .39 A,I,T	10.24	39.67
CARPET LAYER,SOFT FLOOR COVERER	26.25	5.35			3.60 .34 A,I,T	9.29	35.54
CAULKER, Cleaner, Tuckpointer)(Buildings, Shaft, Tunnel)	26.98	6.10			3.90 .20 A	10.20	37.18
CAULKER, Cleaner, Tuckpointer)(Paving)	27.21					8.94	36.15
CAULKER, Cleaner, Tuckpointer(Sewer,Water)	27.21					8.94	36.15
CAULKER, Cleaner, Tuckpointer Foreman	27.73	6.10			3.90 .20 A	10.20	37.93
CEMENT OR CONC.BLOCK LAYER (Buildings)	28.33					8.75	37.08
	Add \$1.55 on 6/2/03 = \$36.63						
CEMENT OR CONC.BLOCK LAYER (Sewer,Water,Tunnel)	27.78	4.00			3.50 .61 A,I	8.11	35.89
CEMENT OR CONC.BLOCK LAYER (Paving)	16.00					4.50	20.50
CEMENT OR CONC. BLOCK LAYER (SWING STAGE) (Buildings)	28.53	4.00			3.50 .61 A,I	8.11	36.64
CEMENT OR CONC. BLOCK LAYER FOREMAN (Bldgs.;Shaft/Tunnel)	30.56	4.00			3.50 .61 A,I	8.11	38.67
CEMENT OR CONC. BLOCK LAYER FOREMAN (SWING STAGE)	31.31	4.00			3.50 .61 A,I	8.11	39.42
CEMENT MASON (FINISHER) (Buildings)	26.18	4.45			3.90 .30 A,I	8.65	34.83
CEMENT MASON (Highway)	25.20	4.45			3.90 .20 A	8.55	33.75
CEMENT MASON (Sewer,Water)	25.63	4.35			3.50 .30 A,I	8.15	33.78
CEMENT MASON (Tunnel)	26.33	4.45			3.90 .30 A,I	8.65	34.98
CEMENT MASON FOREMAN (Highway)	26.20	4.45			3.90 .20 A	8.55	34.75
CEMENT MASON FOREMAN (Buildings)	28.80	4.45			3.90 .30 A,I	8.65	37.45
CEMENT MASON FOREMAN (Sewer)	28.19	4.35			3.50 .30 A,I	8.15	36.34
CEMENT MASON FOREMAN (Tunnel)	28.96	4.45			3.90 .30 A,I	8.65	37.61
CONCRETE MANHOLE BUILDER	26.68	4.45			3.40 .39 I,S,E	8.24	34.92
DRYWALL TAPER OR FINISHER	24.09	6.37			3.63 .17 A,I	10.17	34.26
ELECTRICIAN(Buildings)	26.40	6.20	2.64		2.60 .82 A,I; 2.60Annuity	14.86	41.26
ELECTRICIAN (Sewer,Water,Tunnel)	23.38					10.02	33.40
ELECTRICIAN (Paving)	23.78					11.91	35.69
	Add \$1.65 on 6/1/03 = \$37.34;\$ .25 on 12/1/03 = \$37.59; \$1.75 on 6/1/04=\$39.34; \$.25 on 12/1/04=\$39.59						
ELECTRICIAN FOREMAN	29.04	6.20	2.90		2.60 .89 A,I;2.60Annuity	15.19	44.23
ELECTRICIAN GENERAL FOREMAN	30.36	6.20	3.04		2.60 .93 A,I	15.37	45.73
ELEVATOR CONSTRUCTOR/MECHANIC	30.27	5.775	2.42		2.88 1.41E,H,W .40Annuity	12.885	43.155
ELEVATOR HELPER	21.19	5.775	1.70		2.88 1.41E,H,W .40Annuity	12.165	33.355
FENCE ERECTOR (Buildings)	17.39					4.26	21.65
FENCE, GUARD RAIL, BRIDGE BUILDER (Paving)	20.92	4.45			3.40 .32 S,E	8.17	29.09
FENCE ERECTOR (Sewer, Water, Tunnel)	17.39					4.26	21.65
FIBER OPTIC LABORER (Outside,other than Concrete Encased) (Buildings)	35.00					6.00	41.00
FIBER OPTIC LABORER(Outside,other than Concrete Encased) (Paving,Sewer,Water,Tunnel)	35.00					6.00	41.00
FLAGPERSON, TRAFFIC CONTROL (Sewer,Water,Tunnel)	17.31					6.31	23.62
FLAGPERSON, TRAFFIC CONTROL (Paving)	17.41	4.45			3.40 .32 S,E	8.17	25.58
FLOOR COVERER, Soft	26.75	6.00			3.85 .39 A,I,T	10.24	36.99
FLOOR COVERER FOREMAN (Buildings;Tunnel)	29.43	6.00			3.85 .39 A,I,T	10.24	39.67

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
GAS OR UTILITY PIPELINE LABORER (other than Sewer & Water)	28.26					8.70	36.96
GLAZIER	26.08	4.91	0.50	5.00		10.41	36.49
INSULATOR (HEAT & FROST)(can also be used for ASBESTOS WORKER)	26.71	5.00		3.14	.44 E,I;3.50Annually	12.08	36.79
INSULATOR (BATT & BLOWN)	25.76					10.53	36.29
INSULATOR FOREMAN (HEAT & FROST)(4 man crew incl. Foreman)	27.63	4.50		2.94	.39 A,E,I;3.40Annually	11.23	38.86
IRONWORKERS-Building & Paving	26.17	7.02		2.96	.50 A,I;3.50Annually	13.98	40.15
IRONWORKER-Sewer, Water, Tunnel	25.92					12.58	38.50
IRONWORKER FOREMAN	28.17	7.02		2.96	.50 A,I;3.50Annually	13.98	42.15
IRONWORKER GENERAL FOREMAN	28.67	7.02		2.96	.50 A,I;3.50Annually	13.98	42.65
JACKHAMMER LABORER-Buildings	23.13	4.45		3.40	.41 I,S,E	8.26	31.39
JOINTMAN (Sewer,Water)	26.68	4.45		3.40	.39 I,S,E	8.24	34.92
JOINTMAN (Tunnel)	26.68	4.45		3.40	.39 I,S,E	8.24	34.92
JOINTMAN (Tunnel-Compressed Air 0-15 lbs.)	27.68	4.45		3.40	.39 I,S,E	8.24	35.92
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
JOINT SAWER (Paving)	21.07	4.45		3.40	.32 S,E,C	8.17	29.24
LABORER-GENERAL (Buildings)	22.91	4.45		3.40	.41 I,S,E	8.26	31.17
LABORER -Sewer,Water,Tunnel	23.95	4.45		3.40	.39 I,S,E	8.24	32.19
LABORER, MISCELLANEOUS, UNSKILLED -Paving	20.92	4.45		3.40	.32 S,E	8.17	29.09
LABORER FOREMAN (Buildings)	24.06	4.45		3.40	.41 I,S,E	8.26	32.32
LANDSCAPER-Buildings	9.27					2.11	11.38
LANDSCAPER-Sewer,Water	20.61					8.11	28.72
	Add \$1.25 on 6/2/03 = \$29.97; \$1.25 on 6/7/04= \$31.22; \$1.25 on 6/6/05; \$1.25 on 6/6/06						
LANDSCAPER - Paving	20.92	4.45		3.40	.32 S,E	8.17	29.09
LATHER	15.43						15.43
LINE CONSTRUCTOR (ELECTRICAL)(Building)	27.18					9.51	36.69
LINE CONSTRUCTOR(ELECTRICAL)(Paving,Sewer,Water,Tunnel)	27.18					9.51	36.69
MANHOLE BUILDER	25.19					7.73	32.92
MARBLE FINISHER	22.60	6.10		3.65	.25	9.85	32.00
MARBLE MASON	28.23	6.10		3.65	.25	9.85	38.08
MARBLE MASON FOREMAN	31.05	6.10		3.65	.25	9.85	40.90
METAL BLDG.ERECTOR	16.62					1.43	18.05
MILLWRIGHT	25.82	6.00		2.85	4.20 A,I,M,T	13.05	38.87
MILLWRIGHT FOREMAN	28.32	6.00		2.85	4.20 A,I,M,T	13.05	41.37
MINER	26.68	4.45		3.40	.39 I,S,E	8.24	34.92
MINER & MINING MACHINE (in compressed air - 0-15 lbs.)	27.68	4.45		3.40	.39 I,S,E	8.24	35.92
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
MORTAR MIXER - Buildings	23.02	4.45		3.40	.41 I,S,E	8.26	31.28

## OPERATORS-BUILDING CONSTRUCTION

## SITE PREPARATION, UTILITY &amp; LANDSCAPING WORK ONLY

Crane; Backhoe(Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher, Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler, or Rehabilitation Equipment; Tug or Launch (Not Performing Work on the Great Lakes)	25.07					11.40	36.47
Farm or Industrial Type Tractor; Greaser, Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner	21.57					7.60	29.17
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.07					11.40	36.47
Work performed on the Great Lakes including Diver; Wet Tender or Hydraulic Dredge Engineer	28.59					11.30	39.89
Work performed on the Great Lakes including Crane or Backhoe Operator; Mechanic or Welder; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender	31.50	4.75		6.00	.40	11.15	42.65
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 96,000 lbs.); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	25.80					11.04	36.84

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
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 96,000 lbs. Or under) or Assistant Tug Operator	25.80					11.04	36.84
<b>OPERATORS-BUILDING CONSTRUCTION</b>							
<b>EXCLUDING SITE PREPARATION, UTILITY, PAVING &amp; LANDSCAPING WORK</b>							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over	29.79	6.90		6.00	.65 A,I,S	13.55	43.34
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 or under; Backhoe (Track Type) having a Mfgr.'s rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver;	29.29	6.90		6.00	.65 A,I,S	13.55	42.84
Traveling Crane (Bridge Type), Dredge Operator	28.84					12.45	41.29
Backhoes (excavators) under 130,000 lbs, Skid rigs, Concrete paver (over 27E), Concrete spreader and distributor, Forklift (machinery moving/steel erection), Hydroblaster (10,000 psi & over), Unlicensed off-road material haulers	28.79	6.90		6.00	.65 A,I,S	13.55	42.34
Material hoists, Stack hoists, Tractor or Truck mounted hydraulic Backhoe, Tractor or truck mounted hydraulic crane (5 tons or under); Concrete pumps, Rotec type conveyors, Tractor (over 40 hp), Bulldozer (over 40 hp); Endloader (over 40 hp); Motor Patrol; Scraper operator, Sideboom; Straddle carrier, Mechanic and Welder, Bituminous plant and paver operator, Roller (over 5 tons); Rail leveling machine (railroad); Tie placer, Tie extractor, Tie tamper, Stone leveler, Rotary drill operator and Blaster, Percussion drill operator, Air track drill and/or hammers, Trencher (wheel type or chain type having over 8-inch bucket), Milling machine	28.50	6.90		6.00	.65 A,I,S	13.55	42.05
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 tons or under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	26.62	6.90		6.00	.65 A,I,S	13.55	40.17
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or over); Generator (150kw or over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Robotic Tool Carrier (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	22.54 Add \$1.50 on 6/1/03 = \$35.74; \$1.50 on 6/6/04 = \$37.24					11.70	34.24
Oilier; Forklift	22.54 Add 1.50 on 6/1/03 = \$35.74; \$1.50 on 6/6/04 = \$37.24					11.70	34.24
Gas or Utility Pipeline, except Sewer & Water (Primary Equipment)	23.47 Add \$1.35 on 3/1/03 = \$36.12					11.30	34.77
Gas or Utility Pipeline, except Sewer & Water (Secondary Equipment)	23.07 Add \$1.35 on 3/1/03 = \$35.72					11.30	34.37
Fiber Optic Cable Equipment	19.09					9.45	28.54

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
<b>OPERATORS -SEWER,WATER,SHAFT&amp;TUNNEL</b>							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over; Backhoe (Track Type) 130,000 or over	26.59	6.90		6.05	.70 A,I,S	13.65	40.24
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 feet or under; Backhoe (Track type) having a Mfgr.'s rated capacity of under 130,000 lbs. or over; Traveling Crane (Bridge type); Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	25.81	6.90		6.05	.70 A,I,S	13.65	39.46
Truck Mounted Hydraulic Crane (10 tons or under); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Concrete Pump, Grout Pump, or Concrete Conveyor (Rotec or Bidwell type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer, Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Roller (over 5 ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	24.86	6.90		6.05	.70 A,I,S	13.65	38.51
Farm or Industrial Type Tractor; Greaser; Compactor (self-propelled); Concrete Saw (Vermeer type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 ton or under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	24.41					12.45	36.86
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or over); Generator (150kw or over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Robotic Tool Carrier (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	24.81					10.20	35.01
Oiler; Forklift	24.81					10.20	35.01
Work performed on the Great Lakes including Diver; Wet Tender or Hydraulic Dredge Engineer	31.65	5.90		6.00	.40	12.30	43.95
Work performed on the Great Lakes including Crane or Backhoe Operator; Mechanic or Welder; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender	30.15	5.90		6.00	.40	12.30	42.45
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 96,000 lbs); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	26.85	5.90		6.00	.40	12.30	39.15
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 96,000 lbs. or under) or Assistant Tug Operator	25.80					11.04	36.84

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
<b>OPERATORS - LOCAL STREET OR MISCELLANEOUS PAVING</b>							
<b>CONCRETE PAVEMENT OR BRIDGE WORK ONLY</b>							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib Lengths measuring 176 feet or over	27.02	6.90		5.25	.63 E,L,S	12.78	39.80
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 feet or under; Backhoe (Track type) having a Mfr. rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	28.84					12.45	41.29
Backhoe (Track Type) having a Mfr.'s rated capacity of under 130,000 lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Concrete Pump, Groul Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	26.02	6.90		5.25	.63 E,L,S	12.78	38.80
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Environmental Burner	25.76	6.90		5.25	.63 E,L,S	12.78	38.54
Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 inch or over) or Well Points; Forklift; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.47	6.90		5.25	.63 E,L,S	12.78	38.25
Oiler	25.26	6.90		5.25	.63 E,L,S	12.78	38.04
Fiber Optic Cable Equipment	18.64					8.85	27.49
Work performed on the Great Lakes including Crane or Backhoe Operator, Mechanic or Welder, Assistant Hydraulic Dredge Engineer, Hydraulic Dredge Leverman or Diver's Tender	30.00	4.75		6.00	.40	11.15	41.15
Work performed on the Great Lakes including Diver, Wet Tender, or Hydraulic Dredge Engineer	31.50	4.75		6.00	.40	11.15	42.65
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 96,000 lbs.); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	26.70	4.75		6.00	.40	11.15	37.85
Work performed on the Great Lakes including Deck Equipment Operator; Machineryman or Fireman (operates 4 units or more and maintains Cranes 50 tons or under or Backhoes 96,000 lbs. Or under) or Assistant Tug Operator	25.80					11.04	36.84
<b>ASPHALT PAVEMENT OR OTHER WORK</b>							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over	27.02	6.90		5.25	.63 E,L,S	12.78	39.80
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 or under; Backhoe (Track Type) having a Mfr.'s rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	26.52	6.90		5.25	.63 E,L,S	12.78	39.30

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE	
Backhoe (Track Type) having a Mfr.'s rated capacity of under 130,000 lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader of Motor Patrol; Scraper; Concrete Breaker (Manual or Remote); Power Subgrader; Concrete Grinder or Planing Machine; Concrete Slipform Placer Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Asphalt Milling Machine; Roller (over 5 ton); Shouldering Machine; Trencher; Post Hole Digger or Driver	26.02	6.90		5.25	.63 E,L,S	12.78	38.80	
Farm or Industrial Type Tractor; Greaser; Compactor (self-propelled); Roller (5 ton or under); Broom or Sweeper; Environmental Burner	25.76	6.90		5.25	.63 E,L,S	12.78	38.54	
Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 inch or over) or Well Points; Forklift; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.47	6.90		5.25	.63 E,L,S	12.78	38.25	
Oiler	25.26	6.90		5.25	.63 E,L,S	12.78	38.04	
Fiber Optic Cable Equipment	18.64					8.85	27.49	
OVERHEAD DOOR INSTALLER	22.95					7.33	30.28	
PAINTERS:								
Buildings	23.74	6.37		3.63	.17 I,A	10.17	33.91	
Bridge & Iron	24.09	6.37		3.63	.17 I,A	10.17	34.26	
Spray/Sandblast	24.49	6.37		3.63	.17 I,A	10.17	34.66	
Paving Construction	22.99					7.37	30.36	
PAINTER FOREMAN (Buildings)	24.49	6.37		3.63	.17 I,A	10.17	34.66	
PAINTER FOREMAN (Bridge & Iron)	24.84	6.37		3.63	.17 I,A	10.17	34.01	
PAPERHANGER	23.94	6.37		3.63	.17 I,A	10.17	34.11	
PAVEMENT MARKING OPERATOR - BUILDINGS	18.00						18.00	
PAVEMENT MARKING OPERATOR -PAVING, SEWER,WATER	23.46					8.60	32.06	
PILEDRIVER - BUILDINGS	25.55	6.00		4.54	2.68 A,M,T	13.22	38.77	
PILDRIVER-LOFTSMAN	26.20	6.00		4.54	2.68 A,M,T	13.22	39.42	
PILDRIVER-SHEET PILING LOFTSMAN	26.30	6.00		4.54	2.68 A,M,T	13.22	39.52	
PILEDRIVER - SEWER, WATER, TUNNEL	24.54					11.23	35.77	
PILEDRIVER FOREMAN	28.11	6.00		4.54	2.68 A,M,T	13.22	41.33	
PIPELAYER	26.68	4.45		3.40	.39 I,S,E	8.24	34.92	
PIPELAYER (Tunnel)	26.68	4.45		3.40	.39 I,S,E	8.24	34.92	
PIPELAYER (Tunnel)(In compressed air 0-15)	27.68	4.45		3.40	.39 I,S,E	8.24	35.92	
PIPELINE FUSER OR WELDER (Gas or Utility)	19.75					2.21	21.96	
PLASTERER	24.53	4.35		3.33	.25 A;1.45Annuity	9.38	33.91	
	Add \$1.40 on 6/1/03 = \$35.31; Add \$1.50 on 6/1/04 = \$36.81							
PLASTERER FOREMAN	26.98	4.35		3.33	.25 A;1.45Annuity	9.38	36.36	
PLASTERER LABORER-Buildings	23.03	4.45		3.40	.40 I,S	8.25	31.28	
PLASTERER LABORER FOREMAN	23.98	4.45		3.40	.40 I,S	8.25	32.23	
PLUMBER (Buildings)	28.61	5.90		3.08	.65 E,I	9.63	38.24	
PLUMBER (Sewer,Water,Tunnel)	27.51	5.05		2.58	.60 E,I	8.23	35.74	
PLUMBER FOREMAN/GENERAL FOREMAN	32.04	5.90		3.08	.65 E,I	9.63	41.67	
RAILROAD TRACK LABORER-BUILDINGS	21.57					7.49	29.06	
RAILROAD TRACK LABORER-PAVING	17.42					8.40	25.82	
RAILROAD TRACK LABORER-SEWER,WATER	22.41					7.48	29.89	
RAKER	18.57					8.92	27.49	
REFRIGERATION MECHANIC	29.00	6.50		3.18	.88 I,T	10.56	39.56	
REFRIGERATION FOREMAN	31.90	6.50		3.18	.88 I,T	10.56	42.46	
REFRIGERATION GENERAL FOREMAN	33.35	6.50		3.18	.88 I,T	10.56	43.91	
ROOFER	24.44	5.90		2.98	.16 A	9.38	33.82	
ROOFER FOREMAN	25.44	5.90		2.98	.16 A	9.38	34.82	
SANDBLASTER	24.09	5.67						
	*After 750 hours or 1 year							
SEWER, WATER & TUNNEL FOREMAN	28.11	4.45		3.43	.17 I,A	9.27	33.36	
SHEET METAL WORKER	27.26	5.77		5.25	.56 I,T	11.58	38.84	
SHEET METAL FOREMAN	29.26	5.77		5.25	.56 I,T	11.58	40.84	
SHEET METAL GENERAL FOREMAN	29.76	5.77		5.25	.56 I,T	11.58	41.34	
SIDING INSTALLER	27.21					8.94	36.15	
SPRINKLER FITTER	29.38	4.90		5.08	.54 E,I,T	10.52	39.90	
SPRINKLER FITTER FOREMAN	31.38	4.90		5.08	.54 E,I,T	10.52	41.90	
STEAMFITTER (Buildings)	29.00	6.50		3.18	.88 A,I,T	10.56	39.56	
STEAMFITTER (Sewer,Water,Tunnel)	25.15					9.72	34.87	
STEAMFITTER FOREMAN	31.90	6.50		3.18	.88 A,I,T	10.56	42.46	
STEAMFITTER GENERAL FOREMAN	33.35	6.50		3.18	.88 A,I,T	10.56	43.91	

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
STONE MASON-BUILDINGS	28.33					8.75	37.08
	Add \$1.55 on 6/2/03 = \$38.63						
STONE MASON-PAVING, SEWER, WATER	12.60					1.71	14.31
STONE MASON ON SWING STAGE	28.53	4.00			3.50 .61 A,I	8.11	36.64
STONE MASON FOREMAN	30.56	4.00			3.50 .61 A,I	8.11	38.67
STONE MASON FOREMAN ON SWING STAGE	31.31	4.00			3.50 .61 A,I	8.11	39.42
TELEDATA INSTALLER	19.67					6.26	25.93
TELEDATA TECHNICIAN	20.65	5.20	2.06		1.95 1.14 A,E,I; .60Annuity	10.95	31.60
TEMPERATURE CONTROL INSTALLER	28.26					8.55	36.81
TERRAZZO FINISHER	25.29					8.63	33.92
TERRAZZO MECHANIC	26.74	6.35			4.53 .35 E	11.23	37.97
TERRAZZO FOREMAN (more than 3 journeymen)	28.74	6.35			4.53 .35 E	11.23	39.97
TILE FINISHER	*20.60	6.35			4.53 1.26 E	12.14	32.74
	*If hired before 6/1/99 \$21.88 hour = \$34.02						
TILE SETTER/LAYER	25.74	6.35			4.53 1.38 E	12.26	38.00
TILE SETTER/LAYER FOREMAN	27.74	6.35			4.53 1.38 E	12.26	40.00
TOPMAN (Sewer & Water)	23.95	4.45			3.40 .39 I,S,E	8.24	32.19
<b>TRUCK DRIVERS - Building Construction</b>							
Single Axle Dump Truck, Semi Drivers (Teamsters)	21.03	5.23	3.16		4.25	12.64	33.67
Single, Two, Three or More Axle	20.03	4.08	2.45		2.65	9.38	29.41
Articulated, Euclid or Dumptor	25.02					10.25	35.27
<b>TRUCK DRIVERS - Sewer,Water,Tunnel</b>							
Tandem/Tri Axle	20.12	6.08	1.97		3.54 .08	11.67	31.79
Quad/Semi Trailer Truck	20.23	6.08	1.97		3.54 .08	11.67	31.90
Articulated, Euclid or Dumptor	18.48					8.73	27.21
<b>TRUCK DRIVERS - Paving</b>							
Single, Two, Three or More Axle	19.15	5.15	2.32		3.10	10.57	29.72
Articulated, Euclid or Dumptor	19.02					9.39	28.41
	Add \$1.60 on 5/1/03 = \$30.01; \$1.35 on 5/1/04 = \$31.36; \$1.40 on 5/1/05						
Pavement marking vehicle	18.33					8.73	27.06
Shadow or Pilot Vehicle	13.45					4.25	17.70
TUCKPOINTER, CAULKER, CLEANER)(Buildings,Shaft,Tunnel)	26.98	6.10			3.90 .20 A	10.20	36.15
TUCKPOINTER, CAULKER,CLEANER (Paving,Sewer,Water)	27.21					8.94	36.15
TUCKPOINTER, CAULKER, CLEANER FOREMAN	27.73	6.10			3.90 .20 A	10.20	37.93
UNDERWATER DIVER (EXCEPT ON GREAT LAKES) (Buildings,Sewer,Water,Tunnel)	22.65					9.41	32.06
UNDERWATER DIVER (EXCEPT ON GREAT LAKES) (Paving)	22.65					9.41	32.06
UTILITY OR GAS PIPELINE LABORER (other than Sewer & Water)	28.26					8.70	36.96
WATERPROOFER-BUILDINGS	24.44					7.79	32.23
WATERPROOFER-PAVING	18.85					8.31	27.16
WELDER OR PIPELINE FUSER (GAS & UTILITY)	26.96					9.72	36.68
WELLDRIILLER, PUMP INSTALLER (Buildings,Sewer,Water,Tunnel)	15.61						15.61

**FUND CODES:**

- A - APPRENTICESHIP FUND
- B - EMPLOYEE SAVINGS FUND
- C - CONTRACTOR FUND OR COOPERATION FUND
- D - DEVELOPMENT FUND
- E - EDUCATION TRUST FUND
- H - HOLIDAYS
- I - INDUSTRY ADVANCEMENT PROGRAM FUND
- L - LABOR MANAGEMENT FUND
- M - MUIAR FUND
- S - SKILL IMPROVEMENT FUND
- T - TRAINING FUND
- W - WORK PRESERVATION

BOND # 850614

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

Waste Management of Wisconsin, Inc.

(Name of Contractor)

W124 N8925 Boundary Road, Menomonee Falls, Wisconsin 53051

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and Evergreen National Indemnity Company

(Name of Surety)

6140 Parkland Blvd., Ste. 300, Cleveland, Ohio 44124

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Milwaukee

(Name of Owner)

841 North Broadway, Milwaukee, Wisconsin 53202

(Address of Owner)

hereinafter called Owner, in the parcel sum of Seven Million Six Hundred Forty Seven

Thousand and No/100 \*\*\*\*\* Dollars, \$ (7,647,000.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

Transfer Station and Self-Help Centers

**NOW, THEREFORE,** if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall oblige the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 11th day of February, 2004.

Waste Management of Wisconsin, Inc. (SEAL)  
Principal

Witness  
Janie Ibarra By Donna L. Meals  
Janie Ibarra Donna L. Meals, Director, Financial Assurance  
Title

W124 N8925 Boundary Road  
Menomonee Falls, WI 53051  
Address

Evergreen National Indemnity Company  
Surety

6140 Parkland Blvd., Ste. 300  
Cleveland, Ohio 44124  
Surety - Contract MAILING Address

Surety Witness  
Patricia A. Temple By Maria Jackson  
Patricia A. Temple Attorney-in-Fact ~~X~~ Maria Jackson

(SEAL OF SURETY)

Name of Surety Contact Person Maria Jackson and phone number 800-641-9222  
(please print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

**AFFIDAVIT**

**(With Payment Bond)**

**STATE OF** Ohio }  
Cuyahoga **COUNTY** }

Maria Jackson, being first duly sworn,  
on oath deposes and says that he/she is Attorney-In-Fact  
(Attorney-In-Fact)

of Evergreen National Indemnity Company  
(Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract,  
procured by Waste Management of Wisconsin, Inc.

(Contract)

Affiant further deposes and says that no city official, or city employee, of the City of  
Akron has any interest, directly or indirectly, or is receiving any premium, commission, fee,  
or other thing of value, as a result of the sale or furnishing of this bond, undertaking or contract  
of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

  
Maria Jackson (Signature)

Subscribed and sworn to before me this

11th day of February, 2004

  
Notary Public, William J. Koval, Jr.

My commission expires WILLIAM J KOVAL, JR.

NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

EVERGREEN NATIONAL INDEMNITY COMPANY  
COLUMBUS, OHIO  
POWER OF ATTORNEY

PRINCIPAL Waste Management of Wisconsin, Inc. EFFECTIVE DATE 7/01/2004

CONTRACT AMOUNT \_\_\_\_\_ AMOUNT OF BOND \$ 7,647,000.00

POWER NO. **850614**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

**Maria Jackson**

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed

**Seven Million Six Hundred Forty Seven Thousand and No/100 Dollars**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of February, 1994:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2001.

EVERGREEN NATIONAL INDEMNITY COMPANY



Handwritten signature of Roswell P. Ellis in black ink.

Roswell P. Ellis, President

Handwritten signature of Glenn D. Southwick in black ink.

Glenn D. Southwick, Treasurer

Notary Public)  
State of Ohio)

SS:

On this 27th day of August, 2001, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Roswell P. Ellis and Glenn D. Southwick of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



Handwritten signature of Sue E. Duffy in black ink.

Notary Public State of Ohio  
My Commission expires August 6, 2004

State of Ohio )

SS:

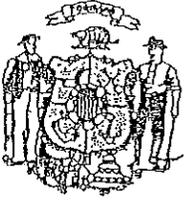
I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Columbus, Ohio this 11th day of February, 2004



Handwritten signature of John A. Marazza in black ink.

John A. Marazza, Secretary  
Any reproduction or facsimile of this form is void and invalid.



# Certificate of Authority State of Wisconsin

Office of the Commissioner of Insurance  
P.O. Box 7873  
Madison, Wisconsin 53707-7873

Certificate No. 177-12750

Date Issued 12/30/93

This Is To Certify, That pursuant to the Insurance Laws of the state of Wisconsin,

Evergreen National Indemnity Company  
Ohio

has paid the fees and taxes required by law and that it is hereby authorized to transact the business of:

- (2)(a) Fire, inland marine & other property
- (2)(b) Ocean marine insurance
- (2)(d) Liability & nonauto medical insurance
- (2)(e) Auto and aircraft insurance
- (2)(f) Fidelity insurance
- (2)(g) Surety insurance
- (2)(j) Credit insurance

subject to the following limitations:

None

in the state of Wisconsin as long as the insurer continues to conform to the authority granted by this certificate, is in full compliance with all, and not in violation of any, of the the applicable laws and lawful requirements made under authority of the laws of the state of Wisconsin.

*Josephine W. Musser*  
Commissioner of Insurance



Century Surety Company | Evergreen National Indemnity Company | Continental Heritage Insurance Company

**EVERGREEN NATIONAL INDEMNITY COMPANY**  
Certificate  
2002

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance on March 1, 2003.

**STATEMENT OF INCOME**

Direct Written Premium	\$ 26,706,948
Reinsurance Assumed	17,190,364
Reinsurance Ceded	<u>(27,565,643)</u>
Net Written Premium	16,331,669
Change in Unearned	<u>2,557,287</u>
Net Earned Premium	13,774,382
Losses & LAE incurred	(6,983,756)
Commission Expense	(5,925,246)
Other Expenses	<u>(2,028,608)</u>
Underwriting (Loss)	(1,163,228)
Investment Gain	1,096,045
Other Income/(Expense)	<u>244,395</u>
Income Before FIT	177,212
Federal Income Tax	<u>(219,000)</u>
<b>Net Income</b>	<b><u>\$ (41,788)</u></b>

**BALANCE SHEET**

<u>Assets</u>	
Invested Assets	\$ 33,969,295
Agents' Balances (net of Reins.)	957,803
Reinsurance Recoverable	1,137,423
Other Assets	1,408,741
<b>Total Assets</b>	<b><u>\$ 37,473,262</u></b>
<u>Liabilities &amp; Surplus</u>	
Unearned Premium Reserve	\$ 5,402,722
Loss & LAE Reserves	9,450,603
Other Liabilities	<u>306,657</u>
<b>Total Liabilities</b>	<b>15,159,982</b>
Surplus	<u>22,313,280</u>
<b>Total Liabilities and Surplus</b>	<b><u>\$ 37,473,262</u></b>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2002.

  
John A. Marazza, Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Waste Management of Wisconsin, Inc.

(Name of Contractor)

W124 N8925 Boundary Road, Menomonee Falls, Wisconsin 53051

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal,

and Evergreen National Indemnity Company

(Name of Surety)

6140 Parkland Blvd., Ste. 300, Cleveland, Ohio 44124

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Milwaukee

(Name of Owner)

841 North Broadway, Milwaukee, Wisconsin 53202

(Address of Owner)

hereinafter called Owner, in the penal sum of Seven Million Six Hundred Forty Seven

Thousand and No/100\*\*\*\*\* Dollars, \$ (\$7,647,000.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

Transfer Station and Self-Help Centers

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 11th day of February, 2004.

Waste Management of Wisconsin, Inc. (SEAL)  
Principal

Witness  
Janie Ibarra  
Janie Ibarra

By Donna L. Meals  
Donna L. Meals, Director, Financial Assurance  
Title

W124 N8925 Boundary Road  
Menomonee Falls, WI 53051  
Address

Evergreen National Indemnity Company  
Surety

6140 Parkland Blvd., Ste. 300  
Cleveland, OH 44124  
Surety - Contact MAILING Address

Surety Witness  
Patricia A. Temple  
Patricia A. Temple

By Maria Jackson  
Attorney-in-Fact or Agent, Maria Jackson

(SEAL OF SURETY)

Name of Surety Contact Person Maria Jackson and phone number 1-800-641-9222  
(please print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

**AFFIDAVIT**

(With Performance Bond)

STATE OF Ohio }  
Cuyahoga COUNTY }

Maria Jackson, being first duly sworn,

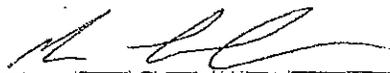
on oath deposes and says that he/she is Attorney-In-Fact  
(Attorney-In-Fact)

\_\_\_\_\_ of Evergreen National Indemnity Company  
(agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract,  
executed by Waste Management of Wisconsin, Inc.

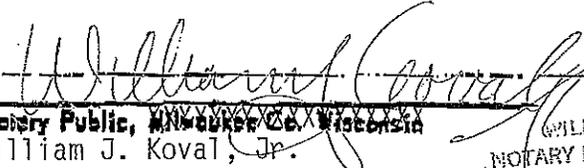
(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

  
\_\_\_\_\_  
Maria Jackson (Signature)

Subscribed and sworn to before me this

11th day of February, 2004

  
\_\_\_\_\_  
Notary Public, Milwaukee Co., Wisconsin  
William J. Koval, Jr.  
My commission expires \_\_\_\_\_

WILLIAM J. KOVAL, JR.  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

EVERGREEN NATIONAL INDEMNITY COMPANY  
COLUMBUS, OHIO  
POWER OF ATTORNEY

PRINCIPAL Waste Management of Wisconsin, Inc. EFFECTIVE DATE 7/01/2004

CONTRACT AMOUNT \_\_\_\_\_ AMOUNT OF BOND \$ 7,647,000.00

POWER NO. 850614

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Maria Jackson

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed

Seven Million Six Hundred Forty Seven Thousand and No/100 Dollars

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of February, 1994:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2001.

EVERGREEN NATIONAL INDEMNITY COMPANY



*Roswell P. Ellis*

Roswell P. Ellis, President

*Glenn D. Southwick*

Glenn D. Southwick, Treasurer

Notary Public)  
State of Ohio)

SS:

On this 27th day of August, 2001, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Roswell P. Ellis and Glenn D. Southwick of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SUE E. DUFFY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JULY 8, 2004

*Sue E. Duffy*

Notary Public State of Ohio  
My Commission expires August 6, 2004

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Columbus, Ohio this 11th day of February, 2004



*John A. Marazza*

John A. Marazza, Secretary  
Any reproduction or facsimile of this form is void and invalid.



# Certificate of Authority State of Wisconsin

Office of the Commissioner of Insurance  
P.O. Box 7873  
Madison, Wisconsin 53707-7873

Certificate No. 177-12750

Date Issued 12/30/93

This Is To Certify, That pursuant to the Insurance Laws of the state of Wisconsin,

Evergreen National Indemnity Company  
Ohio

has paid the fees and taxes required by law and that it is hereby authorized to transact the business of:

- (2)(a) Fire, inland marine & other property
- (2)(b) Ocean marine insurance
- (2)(d) Liability & nonauto medical insurance
- (2)(e) Auto and aircraft insurance
- (2)(f) Fidelity insurance
- (2)(g) Surety insurance
- (2)(j) Credit insurance

subject to the following limitations:

None

in the state of Wisconsin as long as the insurer continues to conform to the authority granted by this certificate, is in full compliance with all, and not in violation of any, of the the applicable laws and lawful requirements made under authority of the laws of the state of Wisconsin.

*Josephine W. Musser*

Commissioner of Insurance



Century Surety Company | Evergreen National Indemnity Company | Continental Heritage Insurance Company

## EVERGREEN NATIONAL INDEMNITY COMPANY

Certificate  
2002

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance on March 1, 2003.

### STATEMENT OF INCOME

Direct Written Premium	\$ 26,706,948
Reinsurance Assumed	17,190,364
Reinsurance Ceded	<u>(27,565,643)</u>
Net Written Premium	16,331,669
Change in Unearned	<u>2,557,287</u>
Net Earned Premium	13,774,382
Losses & LAE incurred	(6,983,756)
Commission Expense	(5,925,246)
Other Expenses	<u>(2,028,608)</u>
Underwriting (Loss)	(1,163,228)
Investment Gain	1,096,045
Other Income/(Expense)	<u>244,395</u>
Income Before FIT	177,212
Federal Income Tax	<u>(219,000)</u>
<b>Net Income</b>	<b><u>\$ (41,788)</u></b>

### BALANCE SHEET

<b>Assets</b>	
Invested Assets	\$ 33,969,295
Agents' Balances (net of Reins.)	957,803
Reinsurance Recoverable	1,137,423
Other Assets	<u>1,408,741</u>
<b>Total Assets</b>	<b><u>\$ 37,473,262</u></b>
<b>Liabilities &amp; Surplus</b>	
Unearned Premium Reserve	\$ 5,402,722
Loss & LAE Reserves	9,450,603
Other Liabilities	<u>306,657</u>
<b>Total Liabilities</b>	<b>15,159,982</b>
Surplus	<u>22,313,280</u>
<b>Total Liabilities and Surplus</b>	<b><u>\$ 37,473,262</u></b>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2002.

  
John A. Marazza, Secretary