

BID OF _____

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HUDSON PARK IMPROVEMENTS

CONTRACT NO. 6859

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

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

www.cityofmadison.com/business/pw

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

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This Proposal, and Agreement have
been prepared by:

**CITY PARKS DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**



Kevin Briski, Parks Superintendent

SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
6859	Hudson park improvements
SBE GOAL	6%

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

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2013** must submit their application on or before 1:00 p.m., 07/13/2012, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements on 07/06/2012 at 1:00 PM at 1600 Emil Street, Madison Wisconsin.

OTHER REQUIREMENTS

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

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

Deadline for the Submittal of Bid is 07/13/2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on 07/20/2012 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

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

A BEST VALUE CONTRACTING MUNICIPALITY

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

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

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

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

Publ. WSJ 06/22/2012; 06/29/2012; 07/06/2012

SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2012 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website at www.cityofmadison.com/Business/PW/specs.cfm or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

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

Section 102.1: Pre-Qualification of Bidders

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the Madison General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms. The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

Section 102.4: Proposals

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

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid 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 therefore on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

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

Section 102.5: Bid Deposit (Proposal Guaranty)

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

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

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

Building Demolition

- | | |
|---|--|
| 101 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover | |

Street, Utility and Site Construction

- | | |
|---|--|
| 201 <input type="checkbox"/> Asphalt Paving | 265 <input checked="" type="checkbox"/> Retaining Walls, Precast Modular Units |
| 205 <input type="checkbox"/> Blasting | 270 <input checked="" type="checkbox"/> Retaining Walls, Reinforced concrete |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 275 <input type="checkbox"/> Sanitary, Storm Sewer & Water Main Const. |
| 215 <input type="checkbox"/> Concrete Paving | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 220 <input checked="" type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work | 285 <input type="checkbox"/> Sewer Lining |
| 221 <input checked="" type="checkbox"/> Concrete Bases and Other Concrete Work | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 225 <input type="checkbox"/> Dredging | 295 <input type="checkbox"/> Soil Borings |
| 230 <input type="checkbox"/> Fencing | 300 <input type="checkbox"/> Soil Nailing |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 240 <input checked="" type="checkbox"/> Grading and Earthwork | 310 <input type="checkbox"/> Street Construction |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 315 <input type="checkbox"/> Street Lighting |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 318 <input type="checkbox"/> Tennis Court Resurfacing |
| 250 <input checked="" type="checkbox"/> Landscaping, Site and Street | 330 <input type="checkbox"/> Traffic Control During Construction |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 320 <input type="checkbox"/> Traffic Signals |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 335 <input type="checkbox"/> Trucking |
| | 399 <input type="checkbox"/> Other _____ |
| | _____ |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 435 <input type="checkbox"/> Masonry |
| 402 <input type="checkbox"/> Building Automation Systems | 437 <input type="checkbox"/> Metals |
| 403 <input type="checkbox"/> Concrete | 440 <input type="checkbox"/> Painting and Wallcovering |
| 404 <input type="checkbox"/> Doors and Windows | 445 <input type="checkbox"/> Plumbing |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 450 <input type="checkbox"/> Pump Repair |
| 410 <input type="checkbox"/> Elevator - Lifts | 455 <input type="checkbox"/> Pump Systems |
| 412 <input type="checkbox"/> Fire Suppression | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites-Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | _____ |

State of Wisconsin Certifications

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

SECTION C: SBE
Instructions to Bidders
City of Madison
SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the

commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDir.cfm.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.

- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder in a separate sealed envelope marked: **“ENVELOPE 2 - SBE COMPLIANCE REPORT.”** This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

- 2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-7; and
- 2.4.2.1.2 **Summary Sheet**, C-8.

- 2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-7;
- 2.4.2.2.2 **Summary Sheet**, C-8; and
- 2.4.2.2.3 **SBE Contact Report**, C-9 and C-10. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the City Engineer and received within 72 hours of City of Madison’s notice. Postmark not applicable.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor’s SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business with annual gross receipts of less than \$750,000 when averaged over the past three year period;

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

Small Business Enterprise Compliance Report

Cover Sheet

**This information MUST be submitted in a separate sealed envelope marked
“ENVELOPE NO. 2 - SBE COMPLIANCE REPORT.”**

Prime Bidder Information:

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification:

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

Small Business Enterprise Compliance Report

Summary Sheet

**This information MUST be submitted in a separate sealed envelope marked
"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT."**

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount

Subtotal SBE who are not suppliers: _____ %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: _____ %.

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

Small Business Enterprise Compliance Report

SBE Contact Report

**This information MUST be submitted in a separate sealed envelope marked
“ENVELOPE NO. 2 - SBE COMPLIANCE REPORT.”**

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

SBE Information:

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

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

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

SECTION 102.10 MINIMUM RATE OF WAGE SCALE

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

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

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

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

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

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

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison “Minimum Rate of Wage Scale” and that each employee’s rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to such employee. Questions regarding an employee’s classification or rate of pay within that classification, shall

be resolved by the practice that predominates in the industry and on which the trade or occupation rate/classification is based. Therefore, rate of pay, classification and work jurisdiction disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

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

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

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

SECTION 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$51,500 for a single trade contract; or equal to or greater than \$251,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 102.13 EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO)

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

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

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

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

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

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

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

SECTION 104 SCOPE OF WORK

This project consists of work along the shoreline of Hudson Park including grading, concrete work, seeding, riprap installation and installation of stone retaining walls.

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

ARTICLE 104.4 INCREASE OR DECREASE QUANTITIES

Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that some bid item quantities associated with the potential emergency sewer repair work may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities.

SECTION 105.1 AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The City of Madison will be responsible for setting all lines and/or grades required to complete the work for the Hudson Park Improvements. Any questions regarding the layout and staking of this project should be directed to Dan Rodman at the Parks Division at 266-6674.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction.

The Contractor will be allowed to store equipment and materials within the construction limits. The contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

A pre-construction meeting will be required on-site prior to start of construction.

Construction staging shall occur in the street as identified by the plan. Sections of Lakeland Avenue will be a one-way street during construction to allow for construction staging, as shown on plans and identified in Section 107.7 Maintenance of Traffic. Construction Staging to end prior to driveway located on 2738 Lakeland Avenue. If there is need for an additional construction staging area, this will be located along the dead end drive at Olbrich Park at 3527 Atwood Avenue. The exact location along the drive will be determined at the pre-construction meeting.

Additionally, the Contractor may only enter the construction site through an area bordered on the east and west by construction fencing as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF HUDSON PARK OUTSIDE THE CONSTRUCTION LIMITS AS SHOWN ON PLANS, EXCEPT FOR THE ACCENT STONES TO THE WEST.**

Hudson Park is of archeological significance, if the Contractor encounters human remains and artifacts the Contractor must STOP WORK IMMEDIATELY AND CONTACT SARAH LERNER AT THE CITY OF MADISON, 261-4281.

SECTION 105.13 ORDER OF COMPLETION

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

Contractor shall submit an acceptable traffic control plan to the Traffic Engineering Division 5 days prior to the preconstruction meeting.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to insure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

The Contractor shall supply temporary stop signs at any location where a permanent stop sign needs to be removed or is no longer affective.

Contractor shall at all times have an appropriately equipped flagger at any location where construction equipment or trucks are leaving the jobsite and entering the normal traffic flow.

All vehicular travel lanes shall be maintained at a minimum width of 10 feet or 12 feet if lane is adjacent to curb. Contractor shall maintain turning radii at all intersections. Turning radii at a minimum shall be adequate for a WB-50 size semi to make the turn and larger vehicles where necessary as determined by the construction engineer.

Maintain Access to all properties along Lakeland Ave. at all times.

Contractor shall Occupy no more than 10' from southerly face of curb of Lakeland Avenue between Miller Avenue and Hudson Avenue. Contractor shall maintain parking on the north side of Lakeland Avenue at all times except as allowed below.

Contractor shall install temporary no parking signs on the northerly side of Lakeland Avenue in front of 2730 Lakeland Avenue to allow ingress/egress from the construction site. Signs shall be installed and verified by police department in accordance with the Madison Police Departments Guidelines for temporary no parking restrictions for construction or special events. Contact John Villareal (267-8756) of the Madison Parking utility at least 2 business days prior to needing the temporary signs.

Contractor Shall Install two Type III Barricades On Lakeland at the intersection of Hudson. One Barricade shall include a Road Closed (R11-2) signs. The other barricade shall have a do not enter (R5-1) sign attached to it.

Contractor shall install a no right turn sign (R3-1) on eastbound Lakeland at Hudson and a no left turn sign (R3-2) on southbound Hudson at Lakeland. Contractor shall also install road closed ahead signs in both directions one block in advance of the Hudson-Lakeland intersection.

Contractor shall install a type III barricade at the intersection of Lakeland and Miller with an attached Lane Closed (R11-2 Mod) sign blocking the closed lane of traffic. Contractor shall have traffic barrels spaced per the MUTCD for the complete length between Miller and Hudson on Lakeland.

Contractor shall notify all properties on Lakeland between Hudson and Miller Avenue at least 48 hours prior to closing Lakeland to Eastbound traffic.

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

SECTION 107.13 TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of the design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans.

107.13(e) Terrace Restoration

It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees marked as “no root cut” grading, excavation, filling, stone placement and other construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative. The following sequence to construct in areas adjacent to “no root cut” trees shall be as follows:

1. Trees marked on the plan as “NRC” or “no root cut” shall not be disturbed until inspection by City Forester.
2. The Contractor shall place a yellow ribbon around the tree marked NRC to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

1. Protection of these trees shall be paid under Bid Item 10803 –Tree Protection/Root Cutting.

SECTION 107.14 WEAPONS PROHIBITION

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

SECTION 108.2: PERMITS

The following permits have been applied for:

1. Army Corps of Engineers Permit (covered under non-reporting permit)
2. WI-DNR Chapter 30 Permit INCLUDED WITH SPECIAL PROVISIONS
3. City of Madison Erosion Control Permit

A WI-DNR WRAPP (formerly Notice of Intent – NOI) Stormwater Discharges Associated with Land Disturbing Construction Activities Permit is not required for this project because land disturbance is < 1 Acre.

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Dewatering
- Wisconsin DNR Pollutant Discharge Elimination System for Pit/Trench Dewatering

All permit costs shall be considered incidental to the various Mobilization bid items for the Contract.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species must be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

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

SECTION 109.2: PROSECUTION OF THE WORK

Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried on at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

Work cannot start on this contract until after the “Start to Work” letter has been received. Work on the Hudson Park Improvements will start on or around 9/03/12 and must be completed by 11/30/2012.

SECTION 109.9 LIQUIDATED DAMAGES

Should the contractor fail to complete the work within the time agreed upon 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, the sum set forth in the following schedule for each and every day that the work shall remain uncompleted. This sum be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from the contractor’s failure to complete the work within the time specified in the contact.

No illicit discharge of sewage to the Lake Monona will be tolerated. If the sanitary sewer is broken and sewage is discharged into Lake Monona Contractor shall be required to make the repair and cleanup in accord with the requirements of City Engineering and the WDNR. Any fines levied by the WDNR shall be considered to be liquidated damages and shall be paid by the Contractor.

The fixed, agreed and liquidated damages shall be assessed, unless otherwise specified, in accordance with the following schedule, which represents the city’s estimate of damages at the time of contracting:

Original Contract Amount		Daily Charge	
From More than	To and Including	Calendar Day	Working Day
\$ 0	\$ 50,000	\$ 100.00	\$ 250.00
50,000	100,000	150.00	275.00
100,000	300,000	200.00	425.00
300,000	500,000	325.00	675.00
500,000	\$ 1,000,000	475.00	1,200.00
\$ 1,000,000	--	\$ 550.00	\$ 1,300.00

BID ITEM 10701 – TRAFFIC CONTROL

DESCRIPTION

Work under this item shall be bid per Section 107.7 MAINTENANCE OF TRAFFIC per this contract.

METHOD OF MEASUREMENT

Traffic control shall be measured lump sum.

BASIS OF PAYMENT

Traffic control shall be paid at the total completion of project as determined by the Project Manager. This item will not be paid full if at any time the Contractor fails to properly erect, maintain and coordinate traffic control per Section 107.7 MAINTENANCE OF TRAFFIC.

BID ITEM 10803 –TREE PROTECTION/ROOT CUTTING

DESCRIPTION

Work under this item is intended to cover work required to protect trees per Section 107.13 of the City of Madison Standard Specifications for Public Works Construction and as marked on the plans. There are nine protected trees marked on the plan for No Root Cut.

Pruning of existing trees is prohibited.

METHOD OF MEASUREMENT

Root cutting/tree protection shall be measured per each individual tree.

BASIS OF PAYMENT

Root cutting/tree protection shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 10911- MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits per Section 107.7 MAINTENANCE OF TRAFFIC and as shown on plans.

Construction staging shall occur in the street as identified by the plan. Sections of Lakeland Avenue will be a one-way street during construction to allow for construction staging. If there is need for an additional construction staging area, this will be located along the dead end drive at Olbrich Park at 3527 Atwood Avenue. The exact location along the drive will be determined at the pre-construction meeting.

Additionally, the Contractor may only enter the construction site through an area bordered on the east and west by construction fencing as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR**

STORE EQUIPMENT ON ANY PORTION OF HUDSON PARK OUTSIDE THE CONSTRUCTION LIMITS AS SHOWN ON PLANS.

The Contractor will be allowed to store equipment and materials within the construction limits.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 10914 – MOBILIZATION- SANITARY SEWER

Work under this bid item shall include the mobilization of all equipment necessary to divert sewage in the event of an emergency repair. The Contractor shall have equipment available on site in the event of a sanitary break. Refer also to SECTION 500 SEWERS AND SEWER STRUCTURES and BID ITEM 50361 – EMERGENCY WASTEWATER CONTROL.

METHOD OF MEASUREMENT

Mobilization-Sanitary Sewer shall be paid as a lump sum.

BASIS OF PAYMENT

Mobilization-Sanitary Sewer shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

The excavation quantities for the project have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. The contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

Excavation Cut shall include all subsoil cut and subsoil fill required to prepare the shoreline for the specified repair. This includes the removal of all rock and soil, as indicated on the plans or as directed in the field by the Engineer. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials that are deemed unusable as fill in on site fill areas or are considered surplus, and for hauling to and placement at the disposal site.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. It is estimated that there will be 263 cubic yards of subsoil cut and 7 cubic yards of placement of subsoil.

Topsoil stripping, redistribution, placement and disposal is excluded in this bid item and paid separately under BID ITEM 20221-TOPSOIL.

Also included in this item is the removal and stockpiling of sections of salvageable glacial riprap prior to the specified shoreline repair as indicated on the plans or as directed in the field. Materials shall be stockpiled in the construction staging area identified on the plans. In the event that an additional stockpiled location is necessary, materials can be stockpiled at the dead end street at Olbrich Park located at 3527 Atwood Avenue, with the exact location along this dead-end to be determined at the pre-construction meeting. The hauling from the stockpiled location and the placement in the new location of salvageable glacial riprap shall be compensated for under BID ITEM 90012 – HEAVY RIPRAP (GLACIAL STONE) PLACEMENT.

Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost to the City. All double handling and subsoil placement is included in this bid item.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be “open” during non work hours.

METHOD OF MEASUREMENT

Excavation Cut within the limits shown on the plans and cross sections will be paid for based on the “proposal quantity” as shown in the Contract without measurement thereof.

If the Engineer determines that substantial changes are required to excavation limits, additional undercut or excavation directed by the Engineer additional excavation shall be measured in the field by cubic yards in place, and paid for as Excavation Cut. For purposes of this item, “substantial” shall mean changes over 10% of the estimated quantity.

The proposal quantity was computed by average end area based on the shoreline cross sections and by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of four (4) inches of existing topsoil and placement of six (6) inches of proposed topsoil.

BASIS OF PAYMENT

Excavation shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN

DESCRIPTION

Work under this bid item shall include provision and installation of Type SAS Non Woven Geotextile Fabric to be installed under stone mulch and sand at the locations shown in the drawings (or as directed by the Engineer).

Overlap and staple pattern shall be in general accordance with the manufacturer's recommendations, or as modified or approved in the field to accommodate the underlying riprap or as specified in plans. Contractor shall provide to the City the Manufacturer's recommended staple pattern.

Fabric shall be anchored on the east, west, north and south sides as follows:

- East side: Type SAS fabric shall be installed under the Type HR filter fabric used to separate the clear stone and subgrade for construction of the concrete ramp and stairs. Fabric shall extend a minimum of 1' under concrete stairs and ramp.
- West side: Type SAS fabric shall be installed under proposed accent stones along the western edge of the sand and stone mulch. Fabric shall extend a minimum of 1.5' under the accent stones.
- North side: Type SAS fabric shall be tucked under the upper row of limestone retaining wall (adjacent to either the proposed sand or proposed pea gravel) a minimum of 6". Fabric shall be installed prior to placement of row of retaining wall.
- South side: Type SAS fabric shall be tucked under the lowermost row of limestone retaining wall (adjacent to either the proposed sand or proposed pea gravel) a minimum of 6". Fabric shall be installed prior to placement of row of retaining wall.

METHOD OF MEASUREMENT

Geotextile Fabric Type SAS Non Woven shall be measured by the S.Y. in place, not including run out in anchor trenches or overlap.

BASIS OF PAYMENT

Geotextile Fabric Type SAS Non Woven shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

This bid item is intended for clear stone related to the protection of the sanitary sewer and for erosion control. Clear stone shall installed at the locations shown and to the thickness specified in the drawings and as defined by the City of Madison Standard Specifications for Public Works Contracts for construction entrances. The quantity specified in this proposal is for a construction entrance approximately 714 square feet and 1 foot deep as shown on the drawings and as specified on Detail 1.07 of the City of Madison Standard Specifications for Public Works Construction. This item EXCLUDES the clear stone as part of construction of the concrete access ramp, stairs, and boat landing; clear stone as part of backfill and bedding for the retaining walls which shall be paid separately under BID ITEM 90014 – CLEAR STONE D.O.T. SIZE NO. 1.

METHOD OF MEASUREMENT

Clear stone shall be measured by the ton. The quantity on the proposal page was calculated using the proposed cross sections and a 3D digital terrain model.

BASIS OF PAYMENT

Clear stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

The topsoil quantities for the project have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Topsoil stripping and placement quantities have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. The contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

This item shall include placement and import of topsoil within the seeding and sodding limits shown on the drawings landward of the shoreline treatment or as directed by the Engineer in the field. Topsoil shall be placed six (6) inches thick per the Standard Specifications. Salvaged topsoil from on site meeting the specifications shall be used before importing topsoil. In some areas the existing topsoil thickness may be adequate and no additional topsoil may be required. Topsoil import and placement shall be in accordance with Article 202 – Fill.

Any required topsoil stripping, stockpiling and double handling shall be considered incidental to this bid item.

This item excludes the topsoil to be placed in the voids of the glacial riprap within the shoreline treatment. This topsoil shall be compensated under BID ITEM 90007 – TOPSOIL IN VOIDS OF STONE.

It is estimated that 16 cubic yards of topsoil will be needed for this project; approximately 27 cubic yards of topsoil will be made available through topsoil stripping. Adjustments were made for topsoil assuming 4” of existing topsoil and placement of 6” of topsoil.

Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost to the City. All double handling and subsoil placement is included in this bid item.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching or sodding.

Winter placement of topsoil and erosion control matting required for final stabilization will require unfrozen topsoil for placement. Contractor shall plan for this and shall provide cold weather protection of stockpiles as needed. No separate payment shall be made for providing unfrozen topsoil.

METHOD OF MEASUREMENT

Topsoil shall be measured by the square yard.

BASIS OF PAYMENT

Topsoil shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20230 – HEAVY RIPRAP (GLACIAL STONE) IMPORT

DESCRIPTION

This item shall include the provision and stockpiling on site of natural glacial rock or field stone (non-sedimentary rock). The rock shall be durable stone hauled in from an off-site source. The stone shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects. The stone shall consist of varying sizes and weights. Any stone that has been cracked either by shipping, handling, or placing and does not meet the specified size range shall be removed from the project and replaced. The Engineer shall review and approve stone before Contractor places it on-site.

The stone to be placed at the toe of the slope (See details on plan sheet D-5) shall have the following dimensions:

D50 (inches)	Min D (inches)	Max D (inches)
22	20	24

The stone to be placed along the 3H:1V slope (See details on plan sheet D-5) shall have the following dimensions:

D50 (inches)	Min D (inches)	Max D (inches)
18	12	24

Placement of the stone and placement of topsoil in the voids of the stone shall be paid separately under BID ITEM 90012 - HEAVY RIPRAP (GLACIAL STONE) PLACEMENT and BID ITEM 90007 – TOPSOIL IN VOIDS OF STONE, respectively.

METHOD OF MEASUREMENT

Heavy Riprap (Glacial Stone) Import will be paid for based on the ton plan quantity as shown in the Contract without measurement thereof. Unless there are significant design changes approved by the Engineer, the final quantity shall be equal to the quantity listed on the proposal page.

The plan quantity was calculated by average end area using the proposed cross sections and reach lengths.

BASIS OF PAYMENT

Heavy Riprap (Glacial Stone) Import shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools equipment and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20233 –RIPRAP FILTER FABRIC TYPE HR

DESCRIPTION

This item shall include furnishing and placing Heavy Riprap Filter Fabric along the shoreline under glacial riprap, around clear stone under retaining walls, and around clear stone protecting sanitary sewer on the westernmost location of the project. This bid item EXCLUDES fabric related to the installation of concrete access ramp and stairs (including boat landing) which is incidental to and paid separately as part of BID ITEM 90004 – CONCRETE ACCESS RAMP, STAIRS AND BOAT LANDING. This bid item also EXCLUDES fabric related to the placement under stone mulch and sand which is paid separately as BID ITEM 20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN. Heavy Riprap Filter Fabric material and placement shall be as described in Section 202 of the Standard Specifications. Fabric shall conform to requirements for Geotextile Fabric Type HR contained in the latest edition of the Standard Specifications for Highway and Structure Construction for the State of Wisconsin, Department of Transportation. Fabric shall be synthetic, non-woven needle punched fabric that is resistant to chemicals and mildew, stable under freeze-thaw cycles, does not shrink or expand under wet conditions, and that does not unravel during use.

Trimming of the fabric required to accommodate existing tree locations shall be considered incidental to this bid item.

Placement of filter fabric shall conform to manufacturer's requirements to assure a continuous layer unbroken by rips, tears, punctures, or other physical damage from placement of the fabric or placement of materials over the fabric.

Seams between individual pieces of filter fabric shall be joined or overlapped to provide a continuous layer. Fabric shall be overlapped at a minimum of 18 inches, overlap has been calculated in the bid quantity.

METHOD OF MEASUREMENT

Riprap Filter Fabric Type HR shall be measured by the square yard as shown on the proposal page.

The quantity on the proposal page was calculated using the cross sections, and includes a 10% allowance for overlap and waste.

BASIS OF PAYMENT

Riprap Filter Fabric Type HR shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, and

incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20401 - CLEARING

DESCRIPTION

Clearing shall be consistent with the requirements of Article 204 of the City of Madison Standard Specifications for Public Works Construction, with exceptions as described below.

There are 3 trees identified on the plans for clearing.

The Contractor shall be responsible for chipping the existing mulberries on site for woodchips and transporting to a location within Hudson Park to be determined at the preconstruction meeting. Any debris that cannot be wood-chipped shall be hauled offsite for disposal at a location to be determined and provided by the Contractor.

METHOD OF MEASUREMENT

Clearing shall be measured per inch diameter of clearing for the completed work.

BASIS OF PAYMENT

Clearing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 20403 - GRUBBING

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to grind tree stumps in accordance with the City of Madison Standard Specifications for Public Work Contracts Section 204.

There are 3 trees and one stump identified on the plans for grubbing.

Grubbing activities that create woodchips shall be transported to the woodchip pile within Hudson Park determined at the preconstruction meeting. Removal, trucking and disposal of material is incidental to this bid item. All "non wood-chipped" material is to be disposed of offsite, at a location to be determined and provided by the Contractor, at no extra charge to the City.

METHOD OF MEASUREMENT

Grubbing shall be measured per inch diameter of trunk.

BASIS OF PAYMENT

Grubbing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

This bid item will only be used if weather prohibits planting sod. This bid item may be eliminated or quantities reduced from the contract.

This work shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material in terrace and existing lawn damaged by construction activities, all in accordance with the City of Madison Standard Specifications for Public Works Construction Article 207. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the construction site.

Installation of construction fencing to protect seeded areas as shown in the plans on sheet L-1 is EXCLUDED in this bid item. Installation and maintenance of construction fencing will be paid under BID ITEM 90011 - CONSTRUCTION FENCE (PLASTIC).

Since construction is limited to within the construction fence, no additional compensation will be given for seeding quantities beyond what is specified in this contract.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching or sodding. The Engineer will be responsible for determining whether the Contractor shall install sod or seed.

METHOD OF MEASUREMENT

Terrace seeding shall be measured by the square yard

BASIS OF PAYMENT

Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20707 – RIPRAP SEEDING

DESCRIPTION

Work under this item shall include seeding with the seed mix below at the locations shown on the drawings, or at other locations as directed by Engineer. This mix is intended to be placed within the seeded areas within the riprap for the Vegetated Riprap typical section. This work shall be in accordance with Article 207 of the Standard Specifications, except as provided below.

Seed Mix shall be custom mixed or a modified pre-designed mix from an approved native seed supplier. The native mix shall be as listed below.

Seed at the rate recommended by the manufacturer, 9.98 lbs/acre, 125 seeds per square foot. Submit additions or substitutions and final mix to Engineer for approval. Russ Hefty from City of Madison Parks (267-4918) shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

VARIETY – FORBS		
Name	Common Name	% by weight
<i>Agastache foeniculum</i>	Anise Hyssop	1.35
<i>Allium stellatum</i>	Prairie Onion	4.32
<i>Aclepias tuberosa</i>	Butterfly Weed	5.40
<i>Aster azureus</i>	Sky Blue Aster	1.35
<i>Aster laevis</i>	Smooth Blue Aster	1.35
<i>Coreopsis lanceolata</i>	Sand Coreopsis	2.70
<i>Echinacea purpurea</i>	Purple Coneflower	10.80
<i>Eupatorium perfoliatum</i>	Boneset	1.08
<i>Monarda fistulosa</i>	Wild Bergamot	1.08
<i>Penstemon digitalis</i>	Foxglove Beardtongue	3.78
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.54
<i>Ratibida pinnata</i>	Yellow Coneflower	5.40
<i>Rudbeckia fulgida</i>	Orange Coneflower	1.62
<i>Rudbeckia hirta</i>	Black-eyed Susan	5.40
<i>Solidago graminifolia</i>	Grass-leaved Goldenrod	0.54
<i>Solidago speciosa</i>	Showy Goldenrod	0.81
<i>Tradescantia ohiensis</i>	Ohio Spiderwort	5.40
VARIETY – GRASSES, SEDGES & RUSHES		
<i>Andropogon scoparius</i>	Little Bluestem PLS	16.2
<i>Bouteloua curtipendula</i>	Side-Oats Grama PLS	16.2
<i>Carex bebbii</i>	Bebb's Oval Sedge	2.16
<i>Carex bicknellii</i>	Copper-shouldered Oval Sedge	2.16
<i>Carex eburnea</i>	Ivory Sedge	0.27
<i>Carex hystericina</i>	Porcupine Sedge	2.70
<i>Carex muskingumensis</i>	Palm Sedge	1.08
<i>Carex stipata</i>	Common Fox Sedge	2.16
<i>Carex stricta</i>	Common Tussock Sedge	0.38
<i>Carex vulpinoidea</i>	Brown Fox Sedge	3.78

Note that the mix shall include a regreen cover crop as recommended by the native seed supplier, to be applied at a rate of 17.25 lbs/acre, 3.8 seeds/sf.

For Contractor's information, a custom seed mix meeting these specifications (Madison Parks Rip-Rap Planting) is available from Prairie Moon Nursery, Winona MN (866) 417-8156.

This item shall include placement of soil stabilizer on all areas seeded in accordance with Section 207.3(f) of the Standard Specifications.

METHOD OF MEASUREMENT

Riprap Seeding shall be measured by the square yard in accordance with Section 207.4.

BASIS OF PAYMENT

Riprap Seeding will be paid for at the contract price per square yard of seeding in accordance with Section 207.5, which shall be payment in full for furnishing, handling, and storing all seed; for preparing the seed bed and sowing the seed; for furnishing, hauling and placing soil stabilizers; for maintenance of the work and repair of all damaged areas, and for furnishing, all labor, tools, equipment and incidentals necessary to complete the work. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20801 – SODDING

DESCRIPTION

This work shall consist of preparing sod beds, furnishing and installing sod in accordance with Article 208 of the City of Madison Standard Specifications for Public Works Construction. The Contractor is responsible for choosing a fescue sod that will be appropriate for the site conditions. The sod must consist primarily of fescue grasses that will blend in with the surrounding non-disturbed lawn and will tolerate weekly mowings. Kentucky bluegrass sod varieties will be rejected.

The Contractor will be responsible for sodding all areas disturbed including areas damaged by construction activities unless otherwise directed by the Engineer.

Installation of construction fencing to protect seeded/sodded areas as shown in the plans on sheet L-1 is EXCLUDED in this bid item. Installation and maintenance of construction fencing will be paid under BID ITEM 90011 - CONSTRUCTION FENCE (PLASTIC).

Since construction is limited to within the construction fence, no additional compensation will be given for sodding quantities beyond what is specified in this contract.

In the event that weather prohibits installation of sod, this bid item will not be paid and instead the Contractor will be paid for BID ITEM 20701 - TERRACE SEEDING and BID ITEM 21061 - EROSION MATTING, CLASS I URBAN TYPE A.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching or sodding. The Engineer will be responsible for determining whether the Contractor shall install sod or seed.

METHOD OF MEASUREMENT

Sodding shall be measured by the square yard

BASIS OF PAYMENT

Sodding will be paid for at the contract unit price per square yard of sodding in accordance with Section 208 which shall be payment in full for furnishing, handling, and storing,; for preparing the sod bed and; for furnishing, hauling and placing sod; for maintenance of the work and repair of all damaged areas, and for furnishing, all labor, tools, equipment and incidentals necessary to complete the work. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM –21002 EROSION CONTROL INSPECTION

DESCRIPTION

Work under this item shall conform to Article 210.1(b) Erosion Control Inspection. It should be noted that the Contractor is also required to perform inspections on weekends as it relates to rain events in accordance with Article 210.1(b) and as stipulated in the included permits.

METHOD OF MEASUREMENT

Erosion Control Inspection shall be measured per inspection for the completed work as described above.

BASIS OF PAYMENT

Erosion Control Inspection shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, driving, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM–21024 SILT SOCK (12 INCH) - COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove 250 linear feet of silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove 175 linear feet of undistributed silt sock as a precautionary measure to address emergency erosion control. It is probable that the 175 linear feet of undistributed silt sock will be reduced or eliminated from the proposal quantities.

METHOD OF MEASUREMENT

Silt sock (12 inch) – Complete, shall be measured by linear foot for the completed work as described above.

BASIS OF PAYMENT

Silt sock (12 inch) – Complete, shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 21061 - EROSION MATTING, CLASS I URBAN TYPE A

Work under this bid item shall be as set forth in the Standard Specifications, except Contractor shall note that special care with anchorage devices shall be required so as to not injure users of the park. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of “Anchoring Devices for Class I, Urban Erosion Mat. Anchorage devices shall be completely biodegradable, and metal anchorage devices will not be allowed. Materials deemed to present a hazard from splintering or spearing will not be approved, including solid wood devices.

Erosion Matting, Class I Urban Type A installed correctly with correct anchorage, staple pattern, and overlap shall be paid at the contract price. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer’s recommended staple pattern for the type of matting installed.

Trimming of the Erosion Matting, Class II Type B required to accommodate existing tree locations shall be considered incidental to this bid item.

This bid item will only be paid to the Contractor if weather prohibits the installation of sod and the Contractor subsequently must install seed. Erosion control matting shall be installed on all areas to be seeded.

METHOD OF MEASUREMENT

Erosion Matting, Class I Urban Type A shall be measured by the plan square yard quantity.

BASIS OF PAYMENT

Erosion Matting, Class I Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Seeding shall be paid separately. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 21072 - EROSION MATTING, CLASS II TYPE B

DESCRIPTION

Work under this bid item shall include provision and installation of Class II Type B Erosion Control Re-vegetative Mat to be installed in the locations shown on the drawings, (or as directed by the Engineer). The Class II Type B Erosion Control Re-vegetative Mat shall be North American Green C125 BN or Engineer Approved Equivalent. Erosion matting shall conform to Wisconsin Department of Transportation’s requirements for “Erosion Mat, Class II, Type B” contained in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL).

Overlap and staple pattern shall be in general accordance with the manufacturer’s recommendations, or as modified or approved in the field to accommodate the underlying riprap. Contractor shall provide to the City the Manufacturer’s recommended staple pattern.

Contractor shall note that anchorage of the down slope end of the Erosion Matting, Class II Type B as shown on the drawings shall be achieved during placement of topsoil-filled stone, not once placement of stone is complete.

Seeding shall be completed prior to laying the Erosion Matting, Class II Type B on the topsoil-filled stone.

Trimming of the Erosion Matting, Class II Type B required to accommodate existing tree locations shall be considered incidental to this bid item.

Erosion Matting, Class II Type B installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer's recommended staple pattern for the type of matting installed.

METHOD OF MEASUREMENT

Erosion Matting, Class II Type B shall be measured by the plan square yard quantity.

BASIS OF PAYMENT

Erosion Matting, Class II Type B shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Seeding shall be paid separately. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

SECTION 500 SEWERS AND SEWER STRUCTURES

SANITARY SEWER GENERAL

This project involves working in close proximity to a City sanitary sewer located along the shoreline of Lake Monona. The City sanitary sewer is a 14" High Density Polyethylene inside of 16" Cast Iron Sewer. The estimated location of the sewer is shown on the plan set however this sewer is not a straight alignment sewer manhole to manhole and therefore is very difficult to locate. The Contractor is advised to take extreme caution when working in the vicinity of existing shoreline sanitary sewer main. If the sewer is broken or damaged during construction of the Park Improvements, the Contractor will be responsible for diverting all sewage that flows to this sewer and arranging to have the emergency repair completed in a timely manner. No illicit discharge of sewage to Lake Monona will be tolerated. In the event of a sewer main breakage, the Contractor shall contact City of Madison Operations at 266-4430 to notify that the repair is underway because the City will need to have staff on site to make sure that the repair is done in accordance of the City of Madison Standard Specifications -2012 Edition. All material & dewatering costs necessary to complete the repair shall be responsibility of Contractor, and no additional compensation shall be provided beyond the items in this contract.

BID ITEM 50361 – EMERGENCY WASTEWATER CONTROL

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced) in the amount of 300 gpm in the event that the City's Sanitary Sewer on the shoreline is broken. All work shall be done in conformance with Part V of the City of Madison Standard Specifications for Public Works Construction- 2012 edition. If the City's 18" or 16" Cast Iron Sewer main is damaged during

construction, it is anticipated that pumping trucks will need to be utilized while the sanitary sewer repair work is underway. If the sewer is not damaged, the City reserves the right to not pay for this bid item under Article 104.4 but will pay for Bid Item 10914

BID ITEM 90000 – LAKE CONTROL (DEWATERING)

DESCRIPTION

Work under this item shall include all work, materials, equipment, permitting (WDNR) and incidentals required to dewater the site for construction of the new limestone retaining wall, shoreline and concrete ramp. This item includes but is not limited to, construction of a site dewatering structure (tight sheeting, moveable dam, sand bags, etc....) to move the lake outside of the active area of construction, dewatering of groundwater, surface water runoff, and any other dewatering the Contractor deems necessary to satisfactorily complete the work.

The Contractor shall be responsible for all work materials and equipment required to comply with WDNR permit conditions to dewater the site. Contractor shall be responsible for compliance with all laws and for obtaining required permits that may be required depending on the selected method of construction, including WDNR Dewatering (for installing dewatering points/wells with pumping rates greater than or equal to 70 gpm-aggregate total) and WPDES Permit for Pit/Trench Dewatering, (for discharges associated with dewatering system). Contractor shall be responsible for performing discharge sampling and reporting if required by WDNR Pit and Trench Dewatering permit, and for complying with the discharge limit for total suspended solids specified by the permit.

The Contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. The contractor shall prepare a dewatering plan and submit it to the Engineer and the DNR for review and approval, prior to starting dewatering operations.

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

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

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

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

A copy of all dewatering permits shall be filed with the City of Madison 48 hours prior to commencement of any dewatering.

The Contractor is advised that sustained high water levels in Lake Monona are possible. Lake level data is available from Dane County at:

<http://www.countyofdane.com/lwr/landconservation/lakelevelsearchpg.aspx>

Note that Dane County lake level data is reported in feet above NGVD 29 datum. The conversion to the project datum from NGVD 29 is as follows.

Elevation above NGVD29 – 845.68 ft = Elevation above Project Datum (details on Plan Sheet E-1)

CONSTRUCTION

Subsection 205.3 of the Standard Specifications is supplemented with the following:

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

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

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

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

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

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

METHOD OF MEASUREMENT

Dewatering shall be measured as a complete unit when installed, maintained and removed by the Contractor at the completion of the need for this item as a part of the project.

BASIS OF PAYMENT

Dewatering shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90001 – RETAINING WALL STONE IMPORT AND PLACEMENT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install the retaining walls in accordance with the Specification that follows, and as shown on the drawings. Excavation, Clear Stone DOT Size No. 1, Topsoil, Riprap Filter Fabric (Type HR), Terrace Seeding and/or sodding shall be paid separately under BID ITEMS # 20101, 90014, 20221, 20233, 20701 and 20801 respectively.

CONSTRUCTION METHODS

The retaining walls shall be constructed as shown in the attached plans. A suitable foundation, as approved by the Engineer shall be provided to preclude settlement. Filter Fabric shall be installed under the bed, as shown on the drawings. Clear stone and filter fabric shall be installed according to the Standard Specifications. Each stone shall be firmly set with no rocking or tipping, providing a firm foundation for subsequent layers. Cut stone blocks shall be field cut as required to fit tightly to abutting structures.

1. The retaining walls shall be placed by equipment on the surfaces and to the depths specified on the drawings.
2. Stone shall be placed tightly together such that at least 60% of all joined faces are in direct contact and no more than 1.5-inch gap exists at any point along the joint. Vertical seams shall be staggered. Chiseling or cutting of the stone may be needed. Any costs for working the stone shall be included in the prices bid.
3. The finished surface aesthetic is critical. The stone layers shall follow the requirements noted on the plan. The tread width shall be consistent along each elevation and the stones shall fit snugly together and have no gaps larger than 1.5-inch. Working of stone faces may be required to achieve desired tolerances.
4. The intention of the above tolerances is that the work will be generally built to the required elevation, slopes and grades, and that the outer surfaces shall present a neat and aesthetic appearance. Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Engineer. *The Contractor is encouraged to look at a similar application of stone steps along the shoreline of Lake Mendota in front of the boathouse at James Madison Park and along the shoreline at BB Clarke Park.*

QUALITY CONTROL

- A. Stone Quality and Gradation

1. The Contractor is responsible for, and shall establish and maintain, quality control for all work performed at the quarry and at the job site to ensure compliance with the specifications.
2. The Contractor shall provide a quarry inspector for all stepped stone. The inspector's responsibilities shall include, but not be limited to:
 - a. A visual test shall be made at the quarry for elongation, cracks, deterioration and other defects visible to the naked eye on at least two-thirds of the surface area of the stone. Ten percent of the stone checked for cracks shall be wetted and re-inspected for minute cracks to determine if they would be detrimental to the stone quality and if additional inspections are necessary on all stone. Stones with cracks that are detrimental to a long-lasting product shall not be shipped to the project site.
 - b. Quarry representative shall pick stones of similar height dimensions for each layer. Stones shall have face and sides perpendicular to each other or angles that will match adjacent stone to achieve a tight fit. Stones intended for each layer shall be marked on the back to identify exact location in the finished work.
3. The Engineer reserves the right to inspect the quarry operations at any time to check for compliance to the specifications.
4. All retaining wall stone shall be produced from the same quarry.

B. Test Section

1. General
 - a. The initial retaining wall section will be considered as a test section. The purpose of the test sections will be to establish an in-the-field standard, built in accordance with the requirements of the contract documents, to which the remainder of the stepped stone revetment shall be constructed. The Contractor will make whatever modifications are necessary to placement procedures such that this standard will be achieved consistently during construction of the remainder of the revetment.
2. Execution
 - a. The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.
 - b. The Contractor shall make every effort to place the stone to the lines, grades and course thicknesses shown on the drawings. **The Contractor is required to notify and obtained approval from the Engineer of each wall prior to backfilling.**
 - c. The Contractor's equipment and methods for handling each classification of stone shall be such that all placement requirements of this section are satisfied.
3. Approval

- a. The Contractor will be required to rework deficient portions of the test section to meet these requirements. If during construction of the test section, it becomes evident that the Contractor cannot achieve the required neat lines and course thicknesses due to the type of stone being used, modifications to the section will be made. Upon approval, the test section can be incorporated into the remaining work such that removal will not be necessary.
- 4. Modifications
 - a. The Contractor will make any necessary modifications to placement equipment and procedures to achieve the specified in-place requirements.
- C. Delivery, Storage and Handling
 - 1. General
 - a. The Contractor shall exercise care in the transportation of all stone materials to prevent cracking, splitting, spalling, etc., that would otherwise lead to rejection at the job site.
 - b. The Contractor shall handle and store bedding stone material to ensure that stockpiles are not contaminated with other soils and materials, and to limit the segregation of material sizes.

PRODUCTS

- A. General
 - 1. Materials which have been delivered to the project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the project site at the Contractor's expense. Any damages to approved stone prior to substantial completion, due to Contractor or subcontractor operations, wave activity, or otherwise, shall be repaired by the Contractor at no additional cost to the Owner.
- B. Sources for Stone Blocks
 - 1. The following listed sources have supplied materials that meet the quality requirements specified. All stone shall be produced from the sources listed below and meet the requirements of Article 2.06 and other requirements of these specifications:
 - Michels Materials, Valders, WI, 920-478-2084
 - Halquist Stone, Sussex, WI, 800-255-8811
 - Valders Stone and Marble, Inc., Valders, WI, 800-569-2156
- C. Material Quality
 - 1. All stone shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying conditions, and shall be of a quality to ensure permanence of the structure in the climate in which it is to be used. The stone shall be durable, sound, and free from detrimental cracks, seams and other defects which tend to increase deterioration from natural causes or cause breakage in handling and/or placing. A high argillaceous or shale content is often indicative of poorer quality rock being more

susceptible to weathering, abrasion, thin bedding, close fracturing and other undesirable rock properties. To the extent possible, the Contractor shall select stone that is tan in color.

D. Other Sources

1. If the Contractor elects to use stone from a source not indicated as previously approved by the USACE, the material must be approved by the USACE and the Engineer, prior to its production, for use on this project. This approval process may include any or all of the following, as directed by the Engineer.
 - a. Test samples of the proposed stone shall be obtained by the Contractor at its own expense. Samples selected for testing shall be representative of material formations in the quarry to be used or being used on the project. The representative must be present and agree on the selection of all test samples prior to shipment. The Engineer may personally select all samples if he so elects.
 - b. The samples shall be shipped or delivered by the Contractor, at its expense, to the Local Division Laboratory, U.S. Army Corps of Engineers.
 - c. Tests to which the material may be subject to include one or more of the following: petrographic examination; specific gravity; abrasion; absorption; wetting and drying; freezing and thawing; soundness; compressive strength; expansion; tensile strength; pulse velocity; gradation; water content; dry unit weight and total porosity; elastic moduli; direct shear; and any other tests determined necessary to ensure that the stone is suitable for its intended use.
 - d. The Contractor is responsible for allowing sufficient time for the testing to be completed such that there are no delays in construction.
 - e. If the Contractor elects to use material from a source not previously approved, all costs incurred as a result of testing to verify material acceptability shall be the responsibility of the Contractor.

E. Quarry Operations

1. Quarry operations shall be conducted by the Contractor/supplier in a manner that will produce stone conforming to the requirements specified, and may involve selective quarrying, handling and loading as necessary. Blasting and handling of rock shall be controlled by the Contractor/supplier to produce stone of the size ranges and quality specified. Techniques such as the use of proper hole diameter, hole depth, hole angle, burden and spacing distances, types and distribution of explosives, delay interval and sequence, removal of muck piles between each shot and special handling techniques will be required as necessary to produce the specified materials. All specifications of blasting operations shall be specifically designed so that the end product is not damaged from the blasting technique and that the stone is suitable for the intended purpose.
2. All sedimentary quarry stone from any source shall be stockpiled at the quarry a minimum of 48 hours prior to shipment to the project site. No stone production shall be allowed prior to 1 April or after 1 November; unless quarry history is available to ensure that durable stone can be quarried in freezing temperatures.

METHOD OF MEASUREMENT

Retaining Wall Stone Import and Placement shall be measured by the lump sum of steps acceptably completed. Only accepted work will be measured for payment. For each wall (this project includes 5 walls), the City reserves the right to modify the length of the wall by 5% with no change in bid price. Any adjustments that change quantities of BID ITEM 20101 - EXCAVATION, BID ITEM 90014 – CLEAR STONE D.O.T. SIZE NO. 1, BID ITEM 20221 TOPSOIL, BID ITEN 20233 - RIPRAP FILTER FABRIC (TYPE HR), BID ITEM 20701 - TERRACE SEEDING AND/OR BID ITEM - 20801-SODDING will be revised in each respective bid item.

BASIS OF PAYMENT

Retaining Wall Stone Import and Placement shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description, including preparation of the bed and stone steps as defined herein. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM-90002 STONE MULCH

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install stone mulch as shown on plans. Stone mulch shall be Madison Block and Stone's Mississippi 1" or equivalent. If proposing stone mulch different than Madison Block and Stone Mississippi 1", the Contractor shall submit a sample bag of stone mulch for approval prior to installation.

Stone mulch shall be installed over geotextile fabric as shown in plans and described in BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN. Installation of geotextile fabric shall be paid separately under BID ITEM 20140- GEOTEXTILE FABRIC TYPE SAS NONWOVEN.

METHOD OF MEASUREMENT

Stone mulch shall be measured per ton for work described above.

BASIS OF PAYMENT

Stone mulch shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM-90003 REMOVE EXISTING RETAINING WALL & CMP

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to remove, store and reinstall the portions of the existing retaining wall as accent stones as proposed on the drawing. This bid item also includes removal and disposal of the existing corrugated metal pipe (CMP).

The existing retaining wall is natural stone, and most likely either limestone or sandstone.

Pieces of the existing retaining wall shall be stored onsite after removal to be incorporated and reinstalled as part of proposed design as accent stones. The Engineer will be responsible for evaluating salvageable stone from the existing retaining wall and determining its suitability and incorporation into the project. The Contractor is required to transport any unused retaining wall stones to the existing stone storage area at Yahara Hills Park. Double handling of existing retaining wall stone shall be incidental to this bid item.

Corrugated metal pipe is to be disposed of offsite, at a location to be determined and provided by the Contractor, at no extra charge to the City.

Redistributing subsoil from removal of retaining wall and corrugated metal pipe shall be paid under BID ITEM - 20101 EXCAVATION CUT.

METHOD OF MEASUREMENT

Remove existing retaining wall and CMP shall be measured by the lump sum unit price for the completed work as described above.

BASIS OF PAYMENT

Remove existing retaining wall & CMP shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, double handling, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM-90004 CONCRETE ACCESS RAMP, STAIRS AND BOAT LANDING

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install the concrete access ramp, stairs, and boat landing as shown on plans.

Concrete and concrete materials shall comply with Article 404 of the Standard Specifications (Article 415 & 416 "Concrete Pavement" of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation). Concrete shall be DOT Grade A-FA, and shall be fiber-reinforced with macrosynthetic fiber at a rate of 5 lb/cubic yard. Macrosynthetic fiber shall meet ACI 360. Contractor shall use fiber product as recommended by the manufacturer. Macrosynthetic fiber shall be Forta Ferro Macro Fiber of Matrix HPS 950 Fiber, or Engineer-approved equal. The concrete mix and proposed fiber-reinforcement shall be submitted to the Engineer for approval at least 10 days prior to pouring of concrete. Construction of the concrete shall comply with Article 304 of the Standard Specifications.

The Contractor is required to include a construction staging detail for the boat landing which shall include specifications detailing proposed reinforcing, which shall be included with this bid item.

Ramp and stairs shall be poured integrally with fiber reinforced concrete. Should the Contractor choose, the Contractor may submit a pouring detail to construct the concrete access ramp and stairs in multiple pours. This will require rebar reinforcement which shall be included with this bid item.

The concrete access ramp, landings between stairs and boat landing shall be texturized with a heavy brush finish.

Contractor to note WDOT Type HR geotextile fabric as shown on plans are incidental to construction of this bid item. Contractor shall provide and install geotextil fabric at the locations shown on the drawings related to construction of the concrete stairs, ramp, and boat landing. Type HR filter fabric shall be installed per manufacturer's recommendations at the locations shown on the plans.

Contractor to note that stone for construction of the concrete access ramp, stairs and boat landing shall be paid separately under BID ITEM-90014 CLEAR STONE D.O.T. GRADATION NO. 1.

METHOD OF MEASUREMENT

Concrete access ramp, stairs and boat landing shall be paid for by the lump sum price for the completed work as described above.

BASIS OF PAYMENT

Concrete access ramp, stairs and boat landing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM-90005 RAILING

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install the railing as shown in the attached plans. Railing shall be installed in the grass and cantilevered over the concrete stairs.

The placement shown in the plans is approximate and will vary based on field conditions. The Contractor shall place the railing as discussed with the Engineer and as necessary to meet all applicable codes. No additional payment will be granted for additional expenses related to varying field conditions.

METHOD OF MEASUREMENT

Railing shall be measure by the lump sum price for the completed work as described above.

BASIS OF PAYMENT

Railing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM-90006 TURBIDITY BARRIER

DESCRIPTION

This item shall cover installation, maintenance, and removal of a turbidity barrier. Turbidity barrier shall conform to the WI DNR Conservation Practice Standard 1069 – Turbidity Barrier.

Turbidity barrier shall be installed and maintained conforming to WI DNR Conservation Practice Standard 1069-Turbidity Barrier. Remove turbidity barrier as soon as practicable following construction operations. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

METHOD OF MEASUREMENT

Turbidity barrier shall be measured at the contract unit price per linear foot for the amount of turbidity barrier necessary for the Contractor to complete the work.

BASIS OF PAYMENT

Turbidity Barrier shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90007 – TOPSOIL IN VOIDS OF STONE

DESCRIPTION

This item shall include providing and installing topsoil in the voids of the glacial riprap stone at the top of the shoreline treatments in the locations shown on the drawings. Incorporation of the topsoil into the stone voids shall be achieved by mixing the stone and topsoil in the bucket of the equipment placing the stone, or by creating stockpiles of mixed stone and topsoil, or other field-approved method. Care shall be taken so that the topsoil is not segregated out of the stone during placement. An additional dressing of topsoil over the stone may be required to provide an even subgrade for the erosion control matting. Heavy riprap filter fabric (Paid under BID ITEM 20233 –RIPRAP FILTER FABRICH (TYPE HR) shall be placed between the zones of riprap with and without topsoil, as shown on the drawings.

BID ITEM 90012 – HEAVY RIPRAP (GLACIAL STONE) PLACEMENT includes placement of the stone along the shoreline. This bid item (90007) is intended to compensate for costs beyond what it would cost to place the stone without topsoil.

METHOD OF MEASUREMENT

Topsoil in Voids of Stone shall be measured by the linear foot of shoreline, as measured along the shore.

BASIS OF PAYMENT

Topsoil in Voids of Stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90008 – WOODCHIP REMOVAL

DESCRIPTION

Work under this item shall include all work, materials, labor, disposal and incidentals required to remove existing woodchips on site that have been used as temporary soil compaction measures and placed by others. Woodchip removal shall occur after all construction operations have completed, except sodding (or seeding).

Excavation and disposal of woodchips is incidental to this bid item. All woodchips are to be disposed of offsite, at a location to be determined and provided by the Contractor, at no extra charge to the City.

METHOD OF MEASUREMENT

Woodchip Removal shall be measured per cubic yard of woodchips.

BASIS OF PAYMENT

Woodchip removal shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90009 – SAND REMOVAL AND PLACE

DESCRIPTION

Work under this item shall include all work, materials, labor, disposal and incidentals required to remove existing sand and reinstall or import new sand to place as shown on plans. The Contractor may chose to reuse existing sand to the extent possible, providing that the reinstalled sand is clean, debris free and free of pebbles, dirt, stone, etc. The Engineer reserves the right to reject reused sand if it is deemed unacceptable due to excess debris.

The Contractor will not be paid extra for importing new sand. However, if importing new sand, the sand must be Torpedo quality sand.

The existing area with sand is approximately 960 sf, with a depth unknown. The proposed area for sand is approximately 320 sf and shall be installed at a depth of 8". Sand shall be installed over geotextile fabric. Installation of geotextile fabric shall be paid separately under BID ITEM 20140 - GEOTEXTILE FABRIC TYPE SAS NONWOVEN.

Excavation and disposal of sand is incidental to this bid item. All non used sand is to be disposed of offsite, at a location to be determined and provided by the Contractor, at no extra charge to the City.

METHOD OF MEASUREMENT

Sand removal and place shall be measured per lump sum.

BASIS OF PAYMENT

Sand removal and place shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90010 – REMOVE/DISPOSE EXISTING RAILING

DESCRIPTION

Work under this item shall include all work, materials, labor, disposal and incidentals required to remove the existing wooden railing and any associated underground footings.

Excavation and disposal of railing is incidental to this bid item. Railing is to be disposed of offsite, at a location to be determined and provided by the Contractor, at no extra charge to the City.

METHOD OF MEASUREMENT

Remove/Dispose existing railing shall be measured per lump sum.

BASIS OF PAYMENT

Remove/dispose existing railing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90011 – CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work. Fencing shall be left in place until seeded/sodded areas are acceptably established at Hudson Park .

The Contractor will be responsible for maintaining construction fencing until spring/early summer 2013 as determined by the Engineer.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction fence (plastic) shall be measured by the Linear Foot.

BASIS OF PAYMENT

Construction fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90012 – HEAVY RIPRAP (GLACIAL STONE) PLACEMENT

DESCRIPTION

Work under this item shall include placement of imported Heavy Riprap (Glacial Stone) as well as placement of salvaged glacial riprap. This work shall include hauling from the stockpile (or the location where salvaged material is placed following excavation) and placement of the stone in the locations shown on the drawings. Glacial riprap salvaged from on-site may exceed the size requirements for imported riprap contained in BID ITEM 20230 – HEAVY RIPRAP (GLACIAL STONE) IMPORT, as long as the specification is otherwise met. Salvaged riprap shall be used prior to trucking in new material.

Stone shall be placed at the locations shown on the drawings, to the thicknesses shown. Filter fabric shall be installed beneath the stone, and shall be paid under BID ITEM 20233- RIPRAP FILTER FABRIC (TYPE HR). A suitable foundation, as approved by the Engineer, shall be provided to preclude settlement. Some chinking may be required to secure stability of the stones.

Topsoil to be placed in the voids of the stones at the top of the shoreline shall be paid separately under BID ITEM 90007- TOPSOIL IN VOIDS OF STONE.

METHOD OF MEASUREMENT

Heavy Riprap (Glacial Stone) Placement will be paid for based on the cubic yard proposal quantity as shown in the Contract without measurement thereof. Unless there are significant design changes approved by the Engineer, the final quantity shall be equal to the quantity listed on the proposal page.

The proposal quantity was calculated by average end area using the proposed cross sections and reach lengths.

BASIS OF PAYMENT

Heavy Riprap (Glacial Stone) Placement shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90013 – SAW CUT EXISTING NATURAL STONE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to saw cut the existing natural stone to accommodate the proposed retaining wall on the far eastern side. Currently, there is exists natural stone that is intertwined with the trunk of the existing Hackberry's on the eastern edge of the site. This stone is probably limestone or sandstone.

This bid item is intended to pay for any necessary cutting on this existing stone necessary to keep a portion of the existing stone in place, while also accommodating the proposed retaining wall. This bid item may not be used. The Contractor shall contact the Engineer prior to saw cutting to review the site. If upon review of the site it is determined by the Engineer to remove the existing stone, this stone shall be stored for possible reuse on site, or shall be hauled off to the stone stockpile at Yahara Hills Park as stated in BID ITEM 90003 – REMOVE EX. RETAINING WALL & CMP.

METHOD OF MEASUREMENT

Saw cut existing natural stone shall be measured by lump sum.

BASIS OF PAYMENT

Saw cut existing natural stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description and shall include disposal of material removed from the cutting process.

BID ITEM 90014 – CLEAR STONE D.O.T SIZE NO. 1

DESCRIPTION

Contractor shall provide and install clear stone at the locations shown and to the thicknesses shown on the drawings related to construction of the retaining walls and concrete access ramp, stairs and boat landing. Clear stone shall conform to the requirements for coarse aggregate No. 1 as defined in the latest edition of the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction Section 501.2.5.4..4 Size No. 1 AASHTO No. 67 with the following gradation requirements

SIEVE	PERCENT PASSING BY WEIGHT
2-inch	-
1 ½-inch	-
1-inch	100
¾-inch	90-100
⅜-inch	20-55
No. 4	0-10
No. 8	0-5

This item EXCLUDES the clear stone used for erosion control and as protection around the sanitary sewer.

METHOD OF MEASUREMENT

Clear stone shall be measured by the ton. The quantity on the proposal page was calculated using the proposed cross sections and a 3D digital terrain model.

BASIS OF PAYMENT

Clear stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

END OF SPECIAL PROVISIONS



DNR Chapter 30 Permit

May 8, 2012

IP-SC-2012-13-00543 thru 00545

City of Madison Parks Division
Kevin Briski
210 Martin Luther King Jr. Blvd. Suite 104
Madison, WI 53701

Dear Mr. Briski:

We have reviewed your application for a permit to grade more than 10,000 square feet on the bank of Lake Monona, in the City of Madison, Dane County. You will be pleased to know your application is approved with a few limitations.

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

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (920) 387-7878.

Sincerely,

A handwritten signature in blue ink that reads 'Dan Hunt'.

Dan Hunt
Water Management Specialist

cc: Simone Kolb, Project Manager, U.S. Army Corps of Engineers-Waukesha
Conservation Warden Eric Grudzinski

Kevin Briski is hereby granted under Section 30.19(4), Wisconsin Statutes, permit to grade more than 10,000 square feet, install shoreline erosion control and install a canoe/kayak ramp on the bank of Lake Monona, in the City of Madison, Dane County, also described as in the NW1/4 of the NW1/4 of Section 8, Township 7 North, Range 10 East, subject to the following conditions:

PERMIT

1. You must notify Dan Hunt at phone (920) 387-7878 before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before May 8, 2015. If you will not complete the project by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.

8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at:
<http://dnr.wi.gov/runoff/stormwater/techstds.htm> .
12. Erosion control measures must be in place at the end of each working day.
13. Erosion control measures must be inspected, and any necessary repairs or maintenance performed, after every rainfall exceeding 1/2 inch and at least once per week.
14. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount necessary for construction.
15. A filter cloth, or a gravel filter layer, must be placed under the riprap to extend the life of the structure and to reduce maintenance costs.
16. All equipment used for the project including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps shall be decontaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.

4. **Wash your equipment** with hot (>104° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days.**

FINDINGS OF FACT

1. Kevin Briski has filed applications for permits to grade more than 10,000 square feet, install shoreline erosion control and install a canoe/kayak ramp on the bank of Lake Monona, in the City of Madison, Dane County, also described as NW1/4-NW1/4 of Section 8, T 7 N-R 10 E.
2. The purpose of the project is to make improvements to the beach area of Hudson Park on Lake Monona. The improvements will allow better and safer access to the water and a place to launch canoes and kayaks.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
5. The project as designed will not impact wetlands.
6. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.19(4) and 30.12, Wisconsin Statutes and Chapters NR 150, 299, 328, 329 and 341 of the Wisconsin Administrative Code.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

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

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise

served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and section NR 310.18, Wis. Adm. Code, and must include the following information:

1. A description of the Department's action or inaction which is the basis for the request; and,
2. A description of the objection to the decision that is sufficiently specific to allow the department to determine which provisions of Chapter 30, Wis. Stats., may be violated; and
3. A description of the facts supporting the petition that is sufficiently specific to determine how you believe the project may result in a violation of Chapter 30, Wis. Stats.; and,
4. Your commitment to appear at the contested case hearing, if one is granted and present information supporting your objection.
5. If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Horicon Service Center, Wisconsin on May 8, 2012.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By 

Dan Hunt
Water Management Specialist

Lerner, Sarah

From: Kolb, Simone E MVP [Simone.E.Kolb@usace.army.mil]
Sent: Monday, May 14, 2012 10:58 AM
To: Lerner, Sarah
Subject: Hudson Park Shoreline Repair (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Reference Corps File No.:2009-00404-SEK

Good morning,

This email is to confirm that the Hudson Park Shoreline repair project meets the guidelines of the non-reporting section of GP-002-WI. The determination was finalized on March 9, 2012.

GP-002-WI, along with all terms and conditions is available online at:
<http://www.mvp.usace.army.mil/docs/regulatory/special%20notices/2010004712PN.pdf>

Sincerely,

Simone Kolb
Project Manager
Dane, Iowa, Lafayette, and Green counties

U.S. Army Corps of Engineers
20711 Watertown Rd., Suite F
Waukesha, WI 53186

(262) 717-9539
FAX: (262) 717-9549

Classification: UNCLASSIFIED
Caveats: NONE



**US Army Corps
of Engineers**
St Paul District

Public Notice

ISSUED: June 1, 2011

EXPIRES: May 31, 2016

REFER TO: GP-002-WI (2010-04712-RMG)

SECTION:404 - Clean Water Act

ISSUANCE OF REGIONAL GENERAL PERMIT GP-002-WI IN THE STATE OF WISCONSIN EXCEPT WITHIN THE EXTERIOR BOUNDARIES OF INDIAN RESERVATIONS.

I. PURPOSE OF THIS PUBLIC NOTICE

The purpose of this public notice is to announce the issuance of a general permit, GP-002-WI, for the state of Wisconsin (attached).

II. BACKGROUND

On April 17, 2000, the St. Paul District replaced all of the Department of the Army Section 404 nationwide general permits (NWPs) in the state of Wisconsin with a combination of new Section 404 regional general permits (GP) and letter of permission (LOP) evaluation procedures. This integrated package is commonly referred to as GP/LOP-98-WI. GP/LOP-98-WI, originally scheduled to expire on April 16, 2005, was re-authorized for one year and expired April 16, 2006.

On April 17, 2006, the District issued the regional Section 404 GPs as separate and distinct from the LOP procedures identified in GP/LOP-98-WI (MVP administrative record 2005-7181-MTV). This was the first issuance of the GP-002-WI, which expired April 16, 2011. The 2006 version of GP-002-WI was re-authorized April 17, 2011 and expires on May 31, 2011 (MVP administrative record 2011-1076-RMG). The GP-002-WI is currently valid in the State of Wisconsin, except within the exterior boundaries of Indian Reservations.

The St. Paul District proposes to continue to use GP-002-WI in place of the nationwide general permits. Some changes from the 2006 version have been made, partly in response to public comments received, including:

1. Clarification of the activities eligible for authorization pursuant to the Maintenance Activities GP (non-reporting category #1);
2. Clarification of the requirements and categories of activities eligible for the Stream and Wetland Restoration activities GP (non-reporting category #7)
3. An area threshold is proposed for impacts authorized by the Scientific Measurement Devices category (non-reporting category #3);
4. Category #13, Minor Fills, has been revised to authorize discharges of dredged or fill material in waters of the U.S. up to 400 square feet. Previously, this category

- was applicable for discharges of up to 500 square feet, but only within those waters regulated by the State pursuant to Chapter 30 Wisconsin Statute.
5. Activities in the City of Superior area subject to the "Superior SAMP" (District permits 199606788 through 199606792) are proposed to be eligible for authorization under the non-reporting GP.
 6. Activities within wetlands adjacent to the Kakagon River in Ashland County are no longer proposed to be excluded from the non-reporting GP.
 7. The acreage limit for fills associated with the GP for Commercial, Residential, Industrial, Agricultural, Recreational and Public Development (reporting category #10) has been proposed to increase from 0.1 acre (4,356 square feet) to 10,000 square feet (approximately 0.23 acre).
 8. Clarification has been provided regarding activities eligible for authorization pursuant to reporting category #6, Completed Enforcement Actions.
 9. The content of reporting category #9 (Utility Line Discharges) has been reorganized to provide additional clarity.
 10. A reporting category (#12) has been added for Aquatic Habitat Restoration, Establishment, and Enhancement Activities.
 11. Finally, the definitions section (3.a.) of GP-002-WI has been expanded from five to ten terms.

III. ADDITIONAL INFORMATION

GP-002-WI is issued according to the provisions of Section 404 of the Clean Water Act and includes consideration of the guidelines set forth under Section 404(b) of the Clean Water Act (40 CFR 230).

GP-002-WI does not affect any existing or future Department of the Army Section 10 of the Rivers and Harbors Act NWP, or any other regional GPs in Wisconsin.

GP-002-WI was designed in cooperation with the WDNR to maximize the combined effectiveness of the state and Federal programs.

GP-002-WI may be viewed on the District Internet web site at: <http://www.mvp.usace.army.mil/regulatory> under the "General Permits and Letters of Permission Procedures" section. Questions may be directed to Mrs. Rebecca Graser in our Waukesha office at (262) 717-9531, extension 3. Inquiries may also be submitted through the website or mailed to: Regulatory Branch, St. Paul District, Corps of Engineers, 180 Fifth Street East, St. Paul, Minnesota, 55101.

FOR THE DISTRICT ENGINEER:



Tamara E. Cameron
Chief, Regulatory Branch

DEPARTMENT OF THE ARMY PERMIT

Permittee: The General Public in Wisconsin
Permit No. GP-002-WI
Issuing Office: St. Paul District United States Army Corps of Engineers
Issuance Date: June 1, 2011
Expiration Date: May 31, 2016

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

GENERAL PERMIT AUTHORIZATIONS: The general public in the state of Wisconsin is authorized to perform work in accordance with the terms and conditions of the general permits (GPs) specified below, after satisfying all applicable permit terms and conditions.

IMPORTANT: Some GP-002-WI authorizations require project proponents to obtain a permit and/or state water quality certification from the Wisconsin Department of Natural Resources (WDNR) before any work is authorized (see permit activities listed in 1.a., 2.a, and Standard Condition 3.b.27). GP-002-WI authorizations are subject to all applicable terms and conditions specified in this permit. In addition, some GP authorizations may be subject to project-specific special conditions that will be specified in the St. Paul District's letter of confirmation. Refer to the appropriate sections of this permit for a description of GP eligible activities, conditions, exclusions and application instructions.

PROJECT DESCRIPTION AND LOCATION: GP-002-WI applies to certain discharges of dredged and/or fill material into waters of the United States, including wetlands, as described herein, in the state of Wisconsin except within the exterior boundaries of Indian Reservations.

Department of the Army General Conditions (applicable to all GP-002-WI authorizations):

1. GP-002-WI expires on May 31, 2016. Unless otherwise specified in the St. Paul District's letter confirming your project complies with the requirements of this GP, the time limit for completing work ends upon the expiration date of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.
2. You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting GP (2.a), or abandon it without a good faith transfer; you must obtain a modification of the authorization from this office, which may

require restoration of the area. If you wish to transfer responsibility for completion or maintenance of the project to another, please contact this office so we may provide you with the necessary documentation to transfer the authorization.

3. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify this office of what you have found. The St. Paul District will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. You must allow representatives from this office and the WDNR to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of GP-002-WI.
5. If a conditioned water quality certification has been issued for your project by the WDNR, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

Further Information:

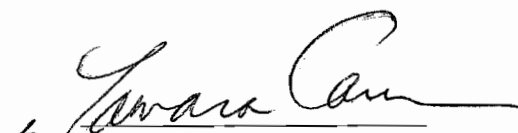
1. Congressional Authorities: Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), **only**. Work that also requires authorization under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.
2. Limits of this Authorization:
 - a. GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - b. GP-002-WI does not grant any property rights or exclusive privileges.
 - c. GP-002-WI does not authorize any injury to the property or rights of others.
 - d. GP-002-WI does not authorize interference with any existing or proposed federal project.
3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by

- or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination by this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the applicant.
5. Reevaluation of Decision. This office may reevaluate its decision on an authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. The applicant fails to comply with the terms and conditions of this general permit.
 - b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

A reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.

6. This office may also reevaluate its decision to issue GP-002-WI at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.

This GP-002-WI becomes effective when the federal official, designated to act for the Secretary of the Army, has signed below.


Michael J. Price
Colonel, Corps of Engineers
District Engineer

5/31/11
Date

GP-002-WI ACTIVITIES, PROVISIONS, AND CONDITIONS

This describes the Section 404 general permit authorization procedures implemented by the St. Paul District Corps of Engineers (Corps) in GP-002-WI.

Persons proposing to do work should note that, in ALL cases, GP-002-WI requires that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable. Also, activities that would adversely affect federal endangered plant or animal species or certain cultural or archaeological resources, or that would impair reserved Native American tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights, are not eligible for authorization under GP-002-WI.

1. NON-REPORTING GENERAL PERMIT.

The following discharges, for a single and complete project, that comply with all terms and conditions of GP-002-WI are authorized by this GP. **No application or notification to the Corps is required under this GP. Project proponents may proceed with the described discharges after very carefully making sure that the work will meet all applicable terms and conditions of GP-002-WI.** Project proponents with non-reporting activities should consult the Wisconsin Department of Natural Resources (WDNR) and local governments concerning state and local permit requirements (see Standard Condition: 3.b.27., below).

Note that certain areas and activities are EXCLUDED from this non-reporting GP described in section 1.b., below.

a. ACTIVITIES ELIGIBLE FOR AUTHORIZATION BY THE NON-REPORTING GP:

1. Maintenance Activities.

Discharges of dredged or fill material for the repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure or fill, or any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that they affect not more than ½ acre of waters of the United States, including wetlands. The structure or fill is not to be put to uses differing from those specified in the original authorization or most recently authorized modification. Minor deviations are allowed where necessary to conform to modern construction practices, materials, construction codes, or safety standards. This GP may be used for the replacement of bridge abutments and culverts, side-slope flattening, reconditioning of roadbeds and the temporary placement of mats necessary to conduct maintenance activities. This GP may not be used for the addition of new lanes on roadways. This GP authorizes the minimal impact repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill that does not qualify for the Section 404(f) exemption for maintenance.

2. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities.

Section 404 discharges for fish and wildlife harvesting devices and activities such as pound nets, crayfish/minnow traps, duck blinds, clam digging; and small fish attraction devices. This GP does not authorize artificial reefs, impoundments, or semi-impoundments of waters of the United States for the culture or holding of motile species.

3. Scientific Measurement Devices.

Section 404 discharges for staff gages, tide gages, water recording devices, water quality testing and improvement devices and similar structures. Small weirs and flumes constructed primarily to record water quantity and velocity are also authorized. The discharge of fill material into waters of the United States must be limited to 150 square feet.

4. Survey Activities.

Section 404 discharges for survey activities including core sampling, seismic exploratory operations, and plugging of seismic shot holes and other exploratory-type bore holes. Drilling and the discharge of excavated material from test wells for oil and gas exploration is not authorized by this GP; the plugging of such wells is authorized. Fill placed for roads, pads and other similar activities is not authorized by this GP. The discharge of drilling mud and cuttings may require a permit under the National Pollutant Discharge Elimination System Program (Section 402 of the Clean Water Act).

5. Oil Spill/Hazardous Substances Containment/Cleanup.

Activities required for the containment and cleanup of oil and hazardous substances which are subject to the National Oil and Hazardous Substances Pollution Contingency Plan, (40 CFR Part 300), provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3. In addition, if a Regional Response Team exists in the area, they must concur with the proposed containment and cleanup action plan to be eligible for this GP. Discharges for such containment and cleanup are authorized by this GP; however, all appropriate governmental units, as well as the Corps, shall be informed of any such discharges as soon as practical.

6. Removal of Vessels.

Minor discharges of dredged or fill material required to remove wrecked, abandoned, or disabled vessels, or remove man-made obstructions to navigation. This GP does not authorize the removal of vessels listed or determined eligible for listing on the National Register of Historic Places unless the District Engineer determines that the work would be done in compliance with the "Historic Properties" standard condition (see Standard Condition: 3.b.12., below). This GP does not authorize maintenance dredging, shoal removal, or river bank snagging. Vessel disposal in waters of the United States may need a permit from the United States Environmental Protection Agency (EPA) (see 40 CFR 229.3).

7. Stream and Wetland Restoration Activities.

Stream Restoration projects (under paragraphs (i) through (iii) below) which are subject to regulation under Chapters 30 and/or 31 of Wisconsin State Statute must be approved by the WDNR to qualify for authorization pursuant to this GP.

This GP does not cover any conversion of sedge meadow or forested wetland to other wetland types. This GP covers Section 404 activities in waters of the United States associated with the restoration and enhancement (see definitions: 3.a.6 through 3.a.10, below) of degraded wetlands and riparian areas, the creation of wetlands and riparian areas, and the restoration and enhancement of non-Section 10 streams and open water areas on:

- (a) Non-federal public and private lands, in accordance with the terms and conditions of a binding wetland enhancement, restoration or creation agreement between the landowner and the United States Fish and Wildlife Service (USFWS) or the Natural Resources Conservation Service (NRCS); or

- (b) Any federal land; or
- (c) Any public or private land by a state agency.

This GP cannot be used to authorize activities for the conversion of a natural stream to another aquatic use, such as the creation of waterfowl impoundments. This GP cannot be used to authorize channelization of a stream or the placement of rock rip rap, and does not authorize the conversion of natural wetlands to another aquatic use, such as creation of waterfowl impoundments where a forested wetland previously existed. Projects including the placement of rock rip rap may better qualify for bank stabilization review, category 1.a.11. or reporting GP 2.a.12., below. However, this GP may be used to relocate aquatic habitat types on the project site, provided there are net gains in aquatic resource functions, values, and no net loss of aquatic resource acreage. For example, this GP may authorize the creation of an open water impoundment in an emergent wetland, provided the emergent wetland is replaced by creating that wetland type in the adjacent uplands.

Reversion: For enhancement, restoration and creation projects conducted pursuant to paragraph (b) and (c) above, this GP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its condition prior to the enhancement, restoration, or creation project. In such cases, a separate permit would be required at that time for any reversion. For restoration, enhancement and creation projects conducted as specified in paragraph (a), this GP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or creation activities) within five years after expiration of a limited term wetland restoration or creation agreement (such as Wetland Reserve Program) or permit, even if the discharge occurs after this authorization expires. The five year reversion limit does not apply to agreements specified in paragraph (a) that do not include time limits. The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the federal agency executing the agreement or permit. Prior to any reversion activity, the permittee or the appropriate federal agency must notify the District Engineer and include the documentation of the prior condition. Once an area has reverted back to its prior physical condition, it will be subject to whatever the Corps regulatory requirements will be at that future date. Because projects that would be authorized by this permit are designed to enhance the aquatic environment, mitigation will not be required for the work.

8. Moist Soil Management for Wildlife Maintenance Activities.

Discharges of dredged or fill material for maintenance activities associated with existing moist soil management infrastructure for wildlife performed on non-tidal federal, tribal or state owned or managed properties, for the purpose of continuing ongoing, site-specific, wildlife management activities where soil manipulation is used to manage habitat and feeding areas for wildlife. Such activities include, but are not limited to: the repair, maintenance or replacement of existing water control structures; the repair or maintenance of dikes; and plowing or disking to impede succession, prepare seed beds, or establish fire breaks. Sufficient vegetated buffers must be maintained adjacent to all open waterbodies, streams, etc., to preclude water quality degradation due to erosion and sedimentation. This GP does not authorize the construction of new dikes, roads, water control structures, etc. associated with the management areas. This GP does not authorize converting wetlands to uplands, impoundments or other open waterbodies.

9. Emergency Watershed Protection - Rehabilitation.

Work done or funded by the NRCS qualifying as an "exigency" situation (requiring immediate action) under its Emergency Watershed Protection Program (7 CFR Part 624) and work done or funded by the Forest Service under its Burned-Area Emergency Rehabilitation Handbook (FSH 509.13).

10. Outfall Structures.

This activity is authorized under the non-reporting GP provided that the work is regulated and approved by the WDNR under Chapter 30.12 Wisconsin State Statutes. Activities related to construction of outfall structures and associated intake structures where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted, or which are otherwise in compliance with regulations issued under the National Pollutant Discharge Elimination System program (Section 402 of the Clean Water Act). This GP only authorizes those intake structures that are directly associated with an authorized outfall structure.

11. Bank Stabilization.

This activity is authorized under the non-reporting GP provided that the work is regulated and approved by the WDNR under Chapter 30.12 Wisconsin State Statutes. Discharges of dredged or fill material for bank stabilization activities necessary for erosion prevention provided that no material is placed in wetlands and the bank stabilization activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark. (Bank stabilization projects that exceed one cubic yard per running foot or that otherwise do not qualify for this non-reporting GP may be eligible for authorization under a different GP, a letter of permission or a standard individual permit).

12. Boat Ramps.

This activity is authorized under the non-reporting GP provided that the work is regulated and approved by the WDNR under Chapter 30.12 Wisconsin State Statutes. Discharges required for the construction of boat ramps provided the discharge into waters of the United States does not exceed 50 cubic yards of concrete, rock, crushed stone, or gravel into forms, or placement of pre-cast concrete planks or slabs (unsuitable material that causes unacceptable chemical pollution or is structurally unstable is not authorized); the boat ramp does not exceed 20 feet in width; the base material is crushed stone, gravel or other suitable material; the excavation is limited to the area necessary for site preparation and all excavated materials are removed to the upland; and no material is placed in special aquatic sites, including wetlands. Dredging to provide access to the boat ramp may be authorized by another GP, letter of permission, or individual permit pursuant to Section 10 if located in navigable waters of the United States.

13. Minor Fills.

This activity is authorized under the non-reporting GP provided that the work is regulated and approved by the WDNR pursuant to NR 299 and/or Chapter 30/31; or the work is exempt from regulation by the state under Chapter 30.12(1g). Discharges of dredged and/or fill material for a single and complete project that would result in filling, draining (including full or partial diversion of flows), excavating or inundating not more than 400 square feet of waters of the United States, including wetlands. This authorization may not be used more than once by a permittee or landowner in a manner that would cumulatively impact more than 400 square feet of waters of the United States for a single and complete project (see definition of a "single and complete project" at 3.a.5., below).

b. AREAS/ACTIVITIES EXCLUDED FROM THE NON-REPORTING GP:

1. Diversions of water. This permit may not be used to authorize all or any portion of a project that would divert more than 10,000 gallons/day of surface water or groundwater into or out of the Great Lakes Basin.
2. In the Pleasant Prairie, Wisconsin, area identified in Corps permit 198700323, only discharges for bank stabilization, limited to one cubic yard per running foot, are eligible for authorization under this part of GP-002-WI.
3. The non-reporting GP does not authorize any activity in:
 - A. Federal and state Wild and/or Scenic Rivers. All regulated activities in these rivers, including stream and wetland restoration activities by a government agency, require evaluation under a Corps reporting general permit, letter of permission, or standard individual permit procedure.
 - B. Calcareous fens as identified by WDNR, and wetlands within 300 feet of such fens. All regulated activities in these areas require evaluation under Corps standard individual permit procedures (except oil - hazardous material spill confinement and cleanup described at 1.a.5. above).
 - C. Coastal wetlands in ridge and swale complexes as identified on WDNR maps, and wetlands adjacent to the Mink River in Door County or the Bad River in Ashland County.

NOTE: Unless otherwise noted, activities excluded above may be eligible for authorization under a reporting GP, a letter of permission, or a standard individual permit.

c. APPLICATION/EVALUATION PROCEDURES UNDER THE NON-REPORTING GP:

An activity authorized by the non-reporting portion of this GP may commence when project proponents have carefully confirmed that the activity will be conducted in compliance with all terms and conditions of GP-002-WI. No application to the Corps is required; however, if requested, the Corps will confirm whether or not proposed work is authorized by the non-reporting GP. Persons proposing to do work should note that conditions of the GP require that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable. Activities that would adversely affect federal endangered plant or animal species or certain cultural/archaeological resources are not authorized by this non-reporting general permit. Information about federal and state endangered species may be obtained by contacting the United States Fish and Wildlife Service at (920) 866-1717 (information on state species may be found by contacting the WDNR at (608) 266-7012). The Corps's website (www.mvp.usace.army.mil/regulatory/) also contains a link to the United States Fish and Wildlife Service list of federal and state endangered species for each Wisconsin county. Information concerning cultural resources may be obtained by contacting the State Historic Preservation Office at (608) 264-6505. Project proponents are encouraged to contact these agencies early in project planning to help avoid violations of federal law and potentially lengthy project delays.

2. REPORTING GENERAL PERMIT.

The following discharge activities, for a single and complete project, that comply with all terms and conditions of GP-002-WI are eligible for authorization under the reporting GP. **Persons proposing to do**

work should note that conditions of GP-002-WI require that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable.

Note that certain areas and activities are EXCLUDED from this reporting GP as described in section 2.b., below.

Applicants for all activities should consult with the WDNR and local governments concerning state and local permit requirements.

a. ACTIVITIES ELIGIBLE FOR AUTHORIZATION BY THE REPORTING GP:

1. Activities excluded from authorization by the non-reporting GP because they are in a coastal wetland area described at 1.b.3.C, above. These proposals must also comply with Standard Condition 3.b. 28, below.

2. United States Coast Guard Approved State or Federally Funded Bridges.

Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided such discharges have been authorized by the United States Coast Guard as part of the bridge permit. Causeway and approach fills are not included.

3. Return Water From Upland Contained Disposal Areas.

Return water from upland, contained dredged material disposal areas. The dredging itself requires a Section 10 permit if located in navigable waters of the United States. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d) even though the disposal itself occurs on the upland and thus does not require a Section 404 permit. Authorization under this GP satisfies the technical requirement for a Section 404 permit for the return water where the quality of the return water is controlled by the state through the Section 401 certification procedures.

4. Hydropower Projects.

Discharges of dredged or fill material associated with (a) small hydropower projects at existing reservoirs where the project, which includes the discharge of dredged or fill material, is licensed by the Federal Energy Regulatory Commission (FERC) under the Federal Power Act of 1920, as amended; and has a total generating capacity of not more than 5000 KW; or (b) hydropower projects for which the FERC has granted an exemption from licensing pursuant to Section 408 of the Energy Security Act of 1980 (16 U.S.C. 2705 and 2708) and Section 30 of the Federal Power Act, as amended.

5. Cleanup of Hazardous and Toxic Waste.

Specific activities required to effect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. For discharges in special aquatic sites, including wetlands, the application must include a delineation of affected special aquatic sites, including wetlands. Court ordered remedial action plans or related settlements are also authorized by this GP. This GP does not authorize the establishment of new disposal sites or the expansion of existing sites used for the disposal of hazardous or toxic waste.

6. Completed Enforcement Actions.

Any discharge of dredged or fill material remaining in place or undertaken for mitigation, restoration, or environmental benefit in compliance with either:

- (a) The terms of a signed written Corps non-judicial settlement agreement resolving a violation of Section 404 of the Clean Water Act or the terms of an EPA 309(a) order resolving a violation of Section 404 of the Clean Water Act, provided that:
 - (i) The unauthorized activity affected no more than 5 acres of waters of the United States;
 - (ii) The settlement agreement provides for environmental benefits, to an equal or greater degree, than the environmental detriments caused by the unauthorized activity to be authorized by this GP; and
 - (iii) The District Engineer issues a verification letter authorizing the activity subject to the terms and conditions of this GP. The District Engineer's verification letter shall include a specified completion date and may also include additional conditions not inconsistent with the settlement agreement or 309(a) order; or
- (b) The terms of a final federal court decision, consent decree, or settlement agreement resulting from an enforcement action brought by the United States for violation of Section 404 of the Clean Water Act; or
- (c) The terms of a final court decision, consent decree, settlement agreement, or non-judicial settlement agreement resulting from a natural resource damage claim brought by a trustee or trustees for natural resources (as defined by the National Contingency Plan at 40 CFR Part 300, Subpart G) under Section 311 of the Clean Water Act, Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, Section 1002 of the Oil Pollution Act of 1990, or the Park System Resource Protection Act at 16 U.S.C. 19jj, to the extent that a Corps permit is required.

Compliance with the terms of the underlying court decision, consent decree, settlement agreement, non-judicial settlement agreement, or 309(a) order that pertain to the retention, placement, protection or maintenance of the discharges authorized by this permit are conditions of this GP. A violation of this GP occurs if the permittee does not comply with the terms of this GP or the pertinent terms of the underlying court decision, consent decree, judicial/non-judicial settlement agreement, or 309(a) order. This GP does not apply to any discharges occurring after the date of the decision, consent decree, or agreement that are not in compliance with the underlying order or settlement agreement. For purposes of this authorization, the term "violation of Section 404 of the Clean Water Act" includes both violations of Section 404 and violations of Section 301 of the Act involving discharges regulated under Section 404.

7. Temporary Construction, Access and Dewatering.

Temporary structures and discharges, including cofferdams needed for construction activities or access fills or dewatering of construction sites; provided the associated permanent activity was previously authorized by the Corps or the United States Coast Guard, or for bridge construction activities not subject to federal regulation. Appropriate measures must be taken to maintain near-normal downstream flows and to minimize flooding. Fill must consist of appropriate materials and be placed in a manner that will not be eroded by expected high flows. Temporary fill must be entirely removed to upland areas following completion of the construction activity and the affected areas restored to the pre-project conditions. Construction mats may be placed in wetland areas for up to two weeks during the growing season unless otherwise specified in the Corps verification letter. Cofferdams cannot be used to dewater wetlands or other aquatic areas so as to change their use. Structures left in place after cofferdams are removed require a Section 10 permit if located

in navigable waters of the United States (See 33 CFR Part 322). The application for this GP must demonstrate reasonable measures to avoid and minimize impacts to aquatic resources, as well as include a restoration plan describing how the site will be restored to pre-project conditions. The District Engineer will add special conditions to verification letters, where necessary, to ensure that adverse environmental impacts are minimal. Such conditions may include: limiting the temporary work to the minimum necessary; requiring seasonal restrictions; modifying the restoration plan; and requiring alternative construction methods. This GP does not authorize temporary structures or fill associated with mining activities or the construction of marina basins that have not been authorized by the Corps.

8. Structural Discharges.

Discharges of material such as concrete, sand, rock, etc. into tightly sealed forms or cells where the material will be used as a structural member such as a utility pole, bridge support, ramp surface, or retaining wall. This activity does not include building foundations or other structures such as pilings intended for use as building supports.

9. Utility Line Discharges.

Activities required for the construction, maintenance and repair of utility lines (for this GP, a "utility line" is defined below) and associated facilities in waters of the United States as follows:

- (a) Utility lines: The construction, maintenance, or repair of utility lines, including outfall and intake structures and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in preconstruction contours. Material resulting from trench excavation may be temporarily side-cast (up to two weeks during the growing season) into waters of the United States, provided that the material is not placed in such a manner that it is dispersed by currents or other forces. In wetlands, the top 6" to 12" of the trench shall be backfilled with topsoil from the trench. Furthermore, the trench cannot be constructed in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). For example, utility line trenches can be backfilled with clay blocks to ensure that the trench does not drain the waters of the United States through which the utility line is installed. Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.
- (b) Utility line substations: The construction, maintenance, or expansion of a substation facility associated with a power line or utility line in waters of the United States.
- (c) Foundations for overhead utility line towers, poles, and anchors: The construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and digital messages, and radio and television communication. The term "utility line" does not include activities which drain a water of the United States, such as drainage tile, or french drains; however, it does apply to pipes conveying drainage from another area.

Loss of waters of the United States associated with projects authorized by paragraphs (a) through (c) may not exceed a sum total of 10,000 square feet (see exclusion at 2.b.4., below). For the purposes of this GP, loss of

waters of the United States includes the filled area plus waters of the United States that are adversely affected by flooding, excavation, or drainage as a result of the project. Jurisdictional waters temporarily affected by filling, flooding, excavation, or drainage, where the project area is restored to preconstruction contours, elevation, and wetland type are not included in the 10,000 square foot limitation. Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested wetland to a herbaceous wetland, mitigation may be required to reduce the adverse effects of the project to the minimal level.

This GP may also authorize temporary construction mats (e.g., timber, steel, geotextile) used during construction and removed upon completion of the work. Mechanized land clearing necessary for the construction, maintenance, or repair of utility lines and the construction, maintenance and expansion of utility line substations, and foundations for overhead utility lines is authorized, provided the cleared area is kept to the minimum necessary and preconstruction contours are maintained as near as possible. The area of waters of the United States that is filled, excavated, or flooded must be limited to the minimum necessary to construct the utility line, substations, and foundations. Excess material must be removed to upland areas immediately upon completion of construction.

If using directional-drilling method of utility line installation, the applicant must provide the Corps a detailed narrative describing water supply intake(s) and recapture and disposal methods for used drilling fluids. This plan must describe the correctional steps to be taken in the event of a leak, either through the substrate into the waterbody or waterway, or onto the upland area with possible return to the waterbody or waterway.

10. Commercial, Residential, Industrial, Agricultural, Recreational and Public Development (including roads for these purposes).

Discharges of dredged or fill material for a single and complete project (see 3.a.5., below) that directly and/or indirectly impact by filling, draining, excavating and/or inundating not more than 10,000 square feet of wetland/water area for commercial, residential, industrial or recreational development projects, including associated roads. This reporting GP does NOT include access paths across water or wetland areas to provide upland access to a waterbody for any purpose. It is important for applicants for this GP to include information with their application that clearly shows that an alternatives analysis has been conducted and the proposed work is the least environmentally damaging practical method of accomplishing the project purpose. This will minimize delays in federal and state evaluation procedures and increase the chance that the project will receive prompt and favorable review.

11. Wildlife Ponds.

Discharges of dredged or fill material for the construction of wildlife ponds that impact (see 3.a.1., below) not more than 1 acre of waters of the United States. The wildlife ponds shall be constructed with irregular shorelines, shallow sideslopes (e.g., 8-foot H to 1-foot V), and shall not exceed 5-feet of water depth. Excess fill material not needed for construction of the pond must be removed to an upland location. The primary purpose of this activity must be wildlife habitat improvement. This GP does not authorize the discharge of fill material for the construction of wildlife ponds in forested wetlands, sedge meadows or calcareous fens.

12. Aquatic Habitat Restoration, Establishment, and Enhancement Activities.

This GP does not cover any conversion of sedge meadow or forested wetland to other wetland types. Activities in waters of the United States associated with the restoration, enhancement, and creation (see 3.a.,

below) of wetlands and riparian areas and the restoration and enhancement of streams and other open waters, provided those activities result in net increases in aquatic resource functions and no net acreage loss of waters of the United States.

Activities authorized by this GP may not result in a discharge of dredged or fill material into more than 2 acres of waters of the United States. Activities authorized by this GP include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands; the construction of open water areas; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities.

This GP does not authorize stream channelization. The District Engineer's verification letter may include project specific conditions limiting the placement of riprap. This GP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., stream to wetland or vice versa) or uplands.

This GP does not authorize the conversion of natural wetlands to another aquatic use, such as creation of waterfowl impoundments where a forested or sedge meadow wetland previously existed. However, this GP may be used to relocate aquatic habitat types on the project site, provided there are net gains in aquatic resource functions, values, and no net loss of aquatic acreage. For example, this GP may authorize the creation of an open water impoundment in an emergent wetland, provided the emergent wetland is replaced by creating that wetland type in the adjacent uplands.

This GP can be used to authorize compensatory mitigation projects, including banks and in-lieu fee programs. Once an area has been created, restored, or enhanced, it will be subject to all applicable Corps regulatory requirements. Because projects that would be authorized by this permit are designed to enhance the aquatic environment, mitigation will typically not be required for the work.

b. AREAS/ACTIVITIES EXCLUDED FROM THE REPORTING GP:

1. Diversions of Water. This GP may not be used to authorize all or any portion of a project that would divert more than 10,000 gallons of surface or groundwater into, or out of, the Great Lakes Basin daily.
2. Activities in the City of Superior, Wisconsin, eligible for authorization under a "Superior SAMP" permit are not eligible for authorization under the reporting GP (Corps permits 199606788 through 199606792).
3. The reporting GP does not authorize any activity in calcareous fens as identified by the WDNR, and waters of the United States within 300 feet of such fens. All regulated activities in these areas require evaluation under Corps individual permit procedures.
4. Listed impaired waters. For activities 2.9.b. (utility line substations) and 2.9.c. (foundations for utility

towers), this GP may not be used to authorize projects that involve filling, draining, or inundating more than 0.1 acre of wetland/water in waterbodies, and adjacent wetlands, that are listed on the EPA-approved list of Wisconsin impaired waters pursuant to Section 303(d) of the Clean Water Act. This exclusion applies only to those impaired waters that are listed for one or more of the following reasons: nutrients, dissolved oxygen (DO), ammonia, suspended solids, turbidity, sediment, streambank erosion, flow habitat, hydrological modification, wetland loss, siltation and organic enrichment. Such projects in these areas may be eligible for evaluation under a letter of permission or standard individual permit procedure.

c. APPLICATION/EVALUATION PROCEDURES UNDER THE REPORTING GP:

Applicants must submit a complete application to both the Corps and the WDNR using the joint state-federal application form that is available from the Corps and WDNR offices and on the websites of both agencies. Upon receipt of a permit application, the Corps will commence to review the proposed activity to determine eligibility for the reporting GP. In some cases, the Corps may require a wetland delineation prepared in accordance with the 1987 Corps of Engineers Wetland Delineation Manual (including applicable Regional Supplement) before the application will be considered complete. The Corps will complete its review as noted below and send the applicant a letter advising of the outcome. If the Corps decision is to issue a reporting GP, the Corps confirmation letter to the applicant will be a reporting GP verification letter. The Corps will simultaneously send a copy of the letter to the WDNR.

ENDANGERED SPECIES AND CULTURAL RESOURCES REVIEW.

The Corps review will include a determination concerning compliance of the project with Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act. Projects found not to comply with either or both of these Acts will not be authorized under the GP or any other Corps authorization until actions are taken so that compliance with both acts is assured. The Corps federal endangered species review will consist of Corps staff consulting appropriate reference materials including endangered species information published by the USFWS in informational brochures and on Internet web pages and any other available data, information or specific guidance provided by USFWS. Corps staff will be aware of locations where endangered species are known or likely to be present and of the types of activities that may affect those species. Corps staff will directly consult with USFWS staff concerning proposals which appear to have potential to affect listed species. The review will include Corps and/or USFWS site inspections of specific project sites, and/or formal Section 7 interagency consultation where necessary. In addition, during federal review of reporting GP applications, Corps staff will consult state endangered species information made available by the WDNR. Corps staff will consult with WDNR staff concerning proposals that appear to have potential to affect state listed species.

The Corps federal cultural resources review will be conducted in a manner similar to the endangered species review. The National Register of Historic Places will be consulted to determine the presence or absence of known cultural resources. Corps regulatory staff will be aware of areas that have a high probability to contain important cultural resources and will consult Corps cultural resource staff concerning questionable projects. Corps regulatory or cultural resource staff will consult with the State Historic Preservation Office on appropriate projects. Cultural resource surveys and/or formal consultation with the President's Advisory Council on Historic Preservation will be conducted where necessary.

COMPENSATORY MITIGATION

Complete applications for activities involving a discharge of dredged or fill material into waters of the United States must minimally include a statement regarding compensatory mitigation (33 CFR Part 325.1). This statement must describe how impacts to waters of the United States are to be compensated for, or a statement explaining why compensatory mitigation should not be required for the proposed impacts.

Verification letters issued by the Corps may require compensatory mitigation in accordance with 33 CFR Part 332 for any impacts authorized under a reporting GP if a determination is made that the functions lost or impaired by the proposed project are of high value or otherwise warrant replacement. These determinations are made on a case-by-case basis, however, projects that adversely affect 10,000 square feet or more of waters of the United States routinely require compensation. Applicants whose project requires compensatory mitigation should include a mitigation plan prepared in accordance with 33 CFR Part 332, and may utilize the *Guidelines for Wetland Compensatory Mitigation in Wisconsin*. The plan prepared should describe the measures proposed to ensure that the activity complies with the Section 404(b)(1) guidelines (40 CFR 230). Compensatory mitigation that is proposed to satisfy state or local requirements may, but will not necessarily, satisfy the federal requirement.

Work is authorized under the reporting GP when the project proponent receives confirmation of both a reporting GP verification letter from the Corps AND confirmation from the WDNR that state water quality certification has been granted or waived for the project. Also note Standard Condition 28 concerning the need for Wisconsin Coastal Management Program certification for activities in coastal wetlands in ridge and swale complexes as identified on WDNR maps, and wetlands adjacent to the Mink River in Door County or the Bad River in Ashland County.

3. GP-002-WI PROVISIONS

a. GP-002-WI DEFINITIONS:

1. Calculation of Aquatic Impact Thresholds: For those activities with threshold limits, impacts shall be determined by calculating area of waters of the United States filled plus the impacts to waters of the United States that are excavated, inundated, or drained as a result of the regulated discharge.
2. Fill Material: Fill material, as defined in 33 CFR 323.2, means material placed in waters of the United States where the material has the effect of:
 - (i) Replacing any portion of a water of the United States with dry land; or
 - (ii) Changing the bottom elevation of any portion of a water of the United States.Examples of such fill material include, but are not limited to: rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mining or other excavation activities, and materials used to create any structure or infrastructure in the waters of the United States. The term fill material does not include trash or garbage.
3. Loss of Waters: This term refers to aquatic resources filled or otherwise permanently adversely affected by flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent above-grade, at-grade, or below-grade fills that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change its use. The loss of streambed includes the linear feet of

streambed that is filled, excavated, or flooded. Waters of the United States temporarily filled, flooded, excavated, or drained but restored to preconstruction contours and elevations after construction are not typically included in the measurement of loss of waters of the United States. However, temporary fill in waters of the United States is regulated by Section 404.

4. Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of the overall project purpose.

5. Single and Complete Project: For purposes of GP-002-WI, the term "single and complete project" means the total project proposed by the project proponent. For example, if construction of a residential development or linear project such as a road or utility line affects several different areas of waters of the United States, the cumulative total of all filled areas is the basis for deciding the project's total wetland/water impact. For "phased" developments, each phase may constitute a single and complete project if it has independent utility and would accomplish its intended purpose whether or not other phases were constructed.

6. Wetland Creation: The construction of a wetland in an area that was not wetland in the past.

7. Wetland Restoration: Re-introduction of wetland vegetation AND wetland hydrology to an upland area where these vegetative and hydrologic qualities previously existed (re-establishment of hydric soil may rarely be required). This alteration results in the restoration of previously existing wetland.

8. Wetland Conversion: Alterations to an existing wetland that result in a change in wetland classification (i.e. the conversion of a wet meadow to a shallow marsh, or a forested wetland to wet meadow).

9. Wetland Enhancement: Alterations made to existing wetlands that result in a net increase in wetland function (i.e. vegetation management techniques or changes to the hydrologic regime). Wetland enhancement generally does not include wetland conversion, unless the purpose of the conversion is to return the wetland to known pre-disturbance conditions AND also represents a net increase in wetland function.

10. Stream Restoration and/or Enhancement: Alterations to an existing and/or previously existing stream corridor that result in a naturalization of the corridor, including activities that mimic natural features or return the stream corridor to a pre-disturbance condition. Generally, this includes installation of vortex weirs, current deflectors, small habitat structures, riffle and pool stream structure, and modifications of the stream bed and/or banks to restore stream meanders, selective removal of non-native vegetation, and the backfilling of artificial channels. Stream enhancement and restoration does not generally include significant artificial changes to the stream corridor such as widespread bank armoring with non-biodegradable materials (i.e. riprap) or conversion of adjacent wetlands that would not meet the definition of wetland enhancement (see 3.a.9., above).

b. GP-002-WI STANDARD CONDITIONS:

1. Discretionary Authority.

The Corps retains discretionary authority to require a standard individual permit review of any activity eligible for authorization under GP-002-WI based on concern for the aquatic environment.

2. Federal Trust Responsibility to Indian Tribes.

Projects the Corps finds to have potential to affect tribal interests will be coordinated with the appropriate Indian Tribal governments. The Tribe's views and the federal trust responsibility will be considered in the Corps evaluation. Based on treaty rights, no activity or its operation may impair reserved treaty rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

3. Form and Confirmation of Authorization.

Every GP-002-WI authorization that requires submission of an application will be confirmed in writing by the Corps. Any confirmation issued may include required special conditions.

4. Grandfather Provision.

Activities that were determined to be non-reporting under GP-002-WI prior to May 31, 2011 AND that had commenced prior to that date shall be completed no later than April 16, 2013. Reporting activities previously confirmed by our office in writing as authorized under GP-002-WI (expiration dates April 16, 2011 or May 31, 2011), continue to be authorized under the terms of the Corps project verification letter.

5. Case-by-Case Conditions.

The authorized activity must comply with any special conditions that may have been added by the Corps or by a state, tribe, or the United States Environmental Protection Agency in its Section 401 Water Quality Certification or consistency determination under the Coastal Zone Management Act. Such conditions will be specifically identified in any Corps authorization.

6. Avoidance and Minimization.

Discharges of dredged or fill material into waters of the United States must be avoided and minimized to the maximum extent practicable (please see 3.a.4., above for a definition of practicable).

7. State Water quality Certification and Coastal Zone Management (CZM) Consistency Determination.

Some GP-002-WI authorizations may not be valid unless and until the WDNR has confirmed that the activity complies with state water quality certification and/or CZM consistency determination is obtained from or waived by the Wisconsin Coastal Management Program. If such a condition applies, it will be noted in the Corps authorization letter for the project. Refer to conditions 27 and 28 at the end of this document.

8. Proper Maintenance.

Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

9. Erosion and Siltation Controls.

Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark must be permanently stabilized at the earliest practicable date. Work should be done in accordance with state-approved published practices.

Upon completion of earthwork operations, all exposed slopes, fills, and disturbed areas must be given sufficient protection by appropriate means such as landscaping, or planting and maintaining vegetative cover, to prevent subsequent erosion. Cofferdams shall be constructed and maintained so as to prevent erosion into the water. If earthen material is used for cofferdam construction, sheet piling, riprap or a synthetic cover

must be used to prevent dam erosion. All non-biodegradable erosion controls must be removed within two weeks of site stabilization unless otherwise conditioned in the Corps project confirmation letter.

10. Removal of Temporary Fills.

Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation. The timeframe for completing this removal shall be:

- (a) Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);
- (b) Not later than the timeframe stipulated in our office's confirmation letter; or
- (c) Not longer than two weeks from the date the temporary fill was placed in waters of the United States (condition (c) applies only if a timeframe is not otherwise established by applying (a) or (b) above).

11. Federal Threatened and Endangered Species.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (see 3(b)27a.x.(a) for information regarding Chapter 29.604 Wisconsin State Statute).

- (a) No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA) or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the Corps if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.
- (b) Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the federal ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the United States Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the United States Fish and Wildlife Service and National Marine Fisheries Service, WDNR or their world-wide web pages on the internet.

12. Historic Properties, Cultural Resources.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 106 of the National Historic Preservation Act (NHPA). No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places (NRHP) is authorized, until the Corps has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must include notification to the Corps in the permit application if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the NRHP, and shall not begin the activity until notified by the Corps that the requirements of the NHPA have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the NRHP. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Office must be contacted for further instruction.

13. Spawning Areas.

Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

14. Obstruction of High Flows.

To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).

15. Adverse Effects from Impoundments.

If the discharge creates an impoundment of water, adverse effects on the aquatic system due to the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

16. Waterfowl Breeding Areas.

Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

17. Navigation.

No activity may cause more than a minimal adverse effect on navigation.

18. Aquatic Life Movements.

No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water.

19. Equipment.

Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

20. Water Quality Standards.

All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable federal, state, and local water quality and effluent standards on a continuing basis.

21. Preventive Measures.

Measures must be adopted to prevent potential pollutants from entering the watercourse. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a way that allows them to enter the watercourse as a result of spillage, natural runoff, or flooding.

22. Disposal Sites.

If dredged or excavated material is placed on an upland disposal site (above the ordinary high-water mark), the site must be securely diked or contained by an acceptable method that prevents the return of potentially polluting materials to the watercourse by surface runoff or by leaching. Construction of containment areas, whether bulkhead or upland disposal site, must be complete prior to the placement of any dredged material.

23. Suitable Fill Material.

All fill (including riprap), if authorized under this permit, must consist of suitable material (e.g. no trash,

debris, car bodies, asphalt, etc.,) free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). In addition, rock or fill material used for activities dependent upon this permit and obtained by excavation must either be obtained from existing quarries or, if a new borrow site is opened up to obtain fill material, the State Historic Preservation Office (SHPO) must be notified prior to the use of the new site. Evidence of this consultation with the SHPO will be forwarded to the Corps.

24. Water Intakes/Activities.

An investigation must be made to identify water intakes or other activities that may be affected by suspended solids and turbidity increases caused by work in the watercourse. Sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality.

25. Spill Contingency Plan.

A contingency plan must be formulated that would be effective in the event of a spill. This requirement is particularly applicable in operations involving the handling of petroleum products. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the state Emergency Management Duty Officer at 1-800-943-0003 and the National Response Center at telephone number 1-800-424-8802.

26. Other Permit Requirements.

No Corps GP-002-WI authorization eliminates the need for other local, state or Federal authorizations, including but not limited to National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.

27. State Section 401 Certification Conditions and Limitations (dated April 28, 2011):

(a) GENERAL CONDITIONS:

- i. The applicant shall allow the WDNR reasonable entry and access to the discharge site to inspect the proposed discharge for compliance with this certification and applicable laws and to inspect permitted discharges for compliance with this certification and applicable laws.
- ii. Once wetland work commences, all wetland construction activities must be continuous (on a daily basis) until the project is completed and the site is stabilized.
- iii. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount mulching, sodding, diversion of surface runoff, installation of straw bales or silt screens, construction of settling basins, or similar methods as soon as possible after removal of the original ground cover as described in the Wisconsin Construction Site Handbook (BMP's).
- iv. This permit has been issued with the understanding that any construction equipment used is the right size to do the job, and can be brought to and removed from the project's site without unreasonable harm to vegetative cover or fish or wildlife habitat.
- v. Final site stabilization requires the re-establishment of native vegetation and must not contain any exotic species.

- vi. Flush all other equipment with hot water of 105° F. to 110° F. for a period of 30 minutes or hot water of 140° F. for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a sunny location so that it dries completely (at least five full days).
- vii. Inspect all equipment surfaces, scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, or roots), and dispose of removed mussels and plants in a garbage can prior to leaving the water access area.
- viii. You must ensure that all equipment used for the project has been adequately de-contaminated for zebra mussels prior to being used in other waters of the state. All equipment that comes in contact with infested waters including, but not limited to, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps must be thoroughly disinfected.
- ix. If any conditions of this certification are found to be invalid or unenforceable, certification for all activities to which that condition applies is denied.
- x. The following activities are not eligible for certification under this water quality certification action for GP-002-WI:
 - (a) Activities likely to jeopardize the continued existence of a state designated threatened or endangered species or a species proposed for such designation or which is likely to destroy or adversely modify the habitat of such species.
 - (b) Activities that result in adverse impacts to fishery spawning habitat or adversely affect avifauna breeding areas or substantially disrupt the movement of those species that normally migrate from open water to upland or vice versa (i.e. amphibians, reptiles and mammals).
 - (c) Activities detrimental to waters of the state, including wetlands, that would adversely affect designated areas of special natural resource interest as defined in NR 103.04, Wis. Adm. Code.
 - (d) Activities, individually or cumulatively, detrimental to waters of the state, including wetlands, that would further the substantial degradation of designated impaired waters of the state.
- xi. Applicants seeking authorization under this regional general permit (except the non-reporting general permit) shall complete a Joint State/Federal Permit Application and submit two copies of each to the appropriate local COE office and the local WDNR Water Management Permit Intake Specialist. Applications for water quality certification must be complete as determined by the WDNR. Please note an application fee is required for state water quality certification activities identified under Section II below.

(b) WATER QUALITY CERTIFICATION:

- i. The WDNR grants water quality certification for the Non-Reporting GP subject to compliance with all applicable conditions in GP-002-WI and compliance with conditions 3.b.27(a)i. through xi. above.
- ii. The WDNR grants water quality certification for projects that satisfy all applicable conditions of GP-002-WI under the Reporting GP subject to the General Conditions above, and:
- iii. The applicant receives written confirmation from the department that their proposed activity(s) is

consistent with the requirements of NR 299 Water Quality Certification, Wis. Adm. Code, and the Department confirms that the applicant has adequately demonstrated that no other practicable alternative exists which would not adversely impact wetlands and would not result in other significant adverse environmental consequences and the Department confirms that the activity is consistent with the requirements of NR 103.08, Wis. Adm. Code.

iv. Certification for Hydropower Projects under this General Permit is conditionally approved when the applicant has received State Individual Water Quality Certification under the FERC regulatory process.

NOTE: If additional information is needed, or if heavy snow or ice cover prevents WDNR from completing their review, the normal processing time for confirming activities eligible for authorization under this certification may be extended (by written notice from WDNR to the applicant).

(c) NOTICE OF APPEAL RIGHTS:

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources.

This determination becomes final in accordance with the provisions of NR 299.05(7), Wisconsin Administrative Code, and is judicially reviewable when final. For judicial review of a decision pursuant to Sections 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision becomes final to file your petition with the appropriate circuit court and to serve the petition on the Secretary of the Department of Natural Resources. The petition must name the Department of Natural Resources as the respondent.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. This notice is provided pursuant to section 227.48(2), Stats.

28. Wisconsin Coastal Management Program (WCMP) Conditions.

The WCMP's Federal consistency determination for GP-002-WI provides that no GP-002-WI authorization for an activity taking place in coastal wetlands identified as ridge and swale complexes and/or wetlands adjacent to the Mink River (Door County), and the Kakagon and Bad Rivers (Ashland County) will be valid unless and until a Federal consistency determination is granted or waived by the WCMP. This requirement therefore is incorporated as a permit condition of GP-002-WI. Applicants will be notified of this condition in the Corps's GP reporting authorization for projects in these areas.



Construction • Geotechnical
Consulting Engineering/Testing

Geotechnical Report

July 14, 2008
C08071-3

Ms. Lisa Coleman, P.E.
City of Madison Engineering Dept.
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3345

Re: Geotechnical Services
Lake Monona Shoreline Improvements
Madison, Wisconsin

Dear Ms. Coleman:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, four soil borings were drilled within Olbrich Park and two soil borings were drilled along Lakeland Avenue near or within Hudson Park. We understand improvements to the existing shorelines including new rip-rap in Olbrich Park and possibly a cut-in beach in Hudson Park are planned. The borings were performed on June 18, 2008 at locations selected by City personnel. The locations of the borings are shown on a boring location plan provided to us (copy attached in Appendix A). Elevations at the boring location were not obtained but can be at a later date upon request. The following paragraphs discuss our observations and provide opinions relative to utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Badger State Drilling under subcontract to CGC using an all terrain-mounted, rotary CME-750 drill rig equipped with hollow-stem augers. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring location. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made at the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was encountered approximately 2 ft below ground surface at the boring locations within Olbrich Park and 7 ft below ground surface within Hudson Park. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, adjacent Lake Monona stages, etc. Upon completion of drilling, the

Ms. Lisa Coleman
City of Madison Engineering Dept.
July 14, 2008
Page 2

borings were backfilled to satisfy WDNR requirements and the soil samples delivered to our laboratory for visual classification (with laboratory testing not desired by the City). The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that somewhat uniform soil conditions exist at the boring locations within Olbrich Park, while somewhat variable soil conditions exist at the boring locations within Hudson Park. For Borings 1-4 (Olbrich), a thin (3 in) layer of topsoil was encountered over mainly loose sands which extend the full boring depth at each location. For Borings 5 and 6 (Hudson), a thin (4 in) layer of topsoil was encountered over 1.5 to 8 ft of clayey fill. The fill materials were underlain by 4 feet of native clays atop 9.5 ft of granular soils at B5, while granular materials extending the full boring depth were encountered beneath the fill at B6. Please refer to the final logs included in Appendix A for additional information specific to the boring location.

CONSTRUCTION DISCUSSION

The groundwater levels observed at the boring locations will be one of the primary concerns for this project. We anticipate that dewatering will be necessary to construct any below-grade features (should they be built) due to shallow water levels and the adjacent lake. Furthermore, the dewatering efforts may require well points rather than sump pits that are typically used, depending on the actual depth of the installation. Sump pits generally are sufficient for drawdowns of 2 ft or less and well points are necessary for deeper drawdowns. Additional details can be provided upon request. Where backfill is needed, we recommend sand be used that is densified to a compaction level of at least 95% (ASTM D1557) that is placed per Appendix B guidelines.

Regarding rip-rap placement, a geotextile filter fabric should be placed between the rip-rap and underlying natural sand/clayey fill. A fabric can be recommended when details of construction are developed.

Excavation of the sand slopes above the water table are considered temporarily stable per OSHA requirements at a 1.5H:1V slope. They should be flattened to a 2.5H:1V slope for permanent slopes, or even flatter if to be mowed. Slopes below the water table would likely be adequate at a 5H:1V to 10H:1V angle, which are typical for shoreline environments.

We appreciate this opportunity to be of service on this project and look forward to working with you should further assistance be necessary as the job proceeds. Other information regarding this report and its limitations is included in Appendix C.

CGC, Inc.

Ms. Lisa Coleman
City of Madison Engineering Dept.
July 14, 2008
Page 3

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.



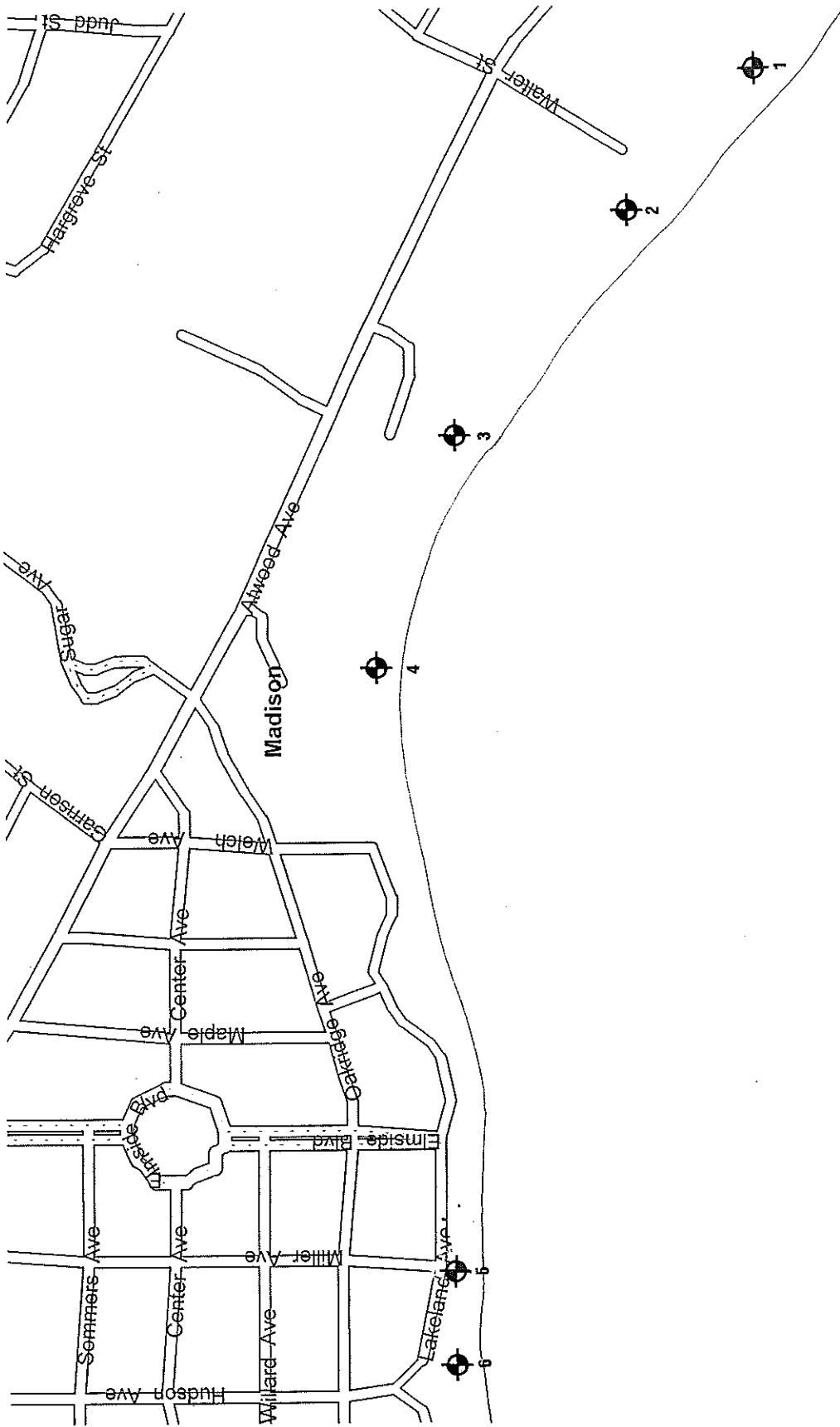
Michael N. Schultz, P.E.
Principal/Consulting Professional

Encl: As stated

cc: Ms. Christy Bachmann, City of Madison, Eng. Division


APPENDIX A

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (6)
LOG OF TEST BORING-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



L a k e M o n o n a

Legend

 Denotes Boring Location

Notes

1. Soil borings drilled by Badger State Drilling in June 2008



SOIL BORING LOCATION MAP
 Lake Monona Shoreline Improvements
 Madison, Wisconsin

CGC, Inc.

DWN: -	APP'D: MNS	Date: 7/08	C08071-3
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Hudson Park



LOG OF TEST BORING

Project Lake Monona Shoreline Improvements
 As staked - see Boring Location Map
 Location Madison, Wisconsin

Boring No. 5
 Surface Elev. (ft) _____
 Job No. C08070-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					FILL: 4" of Dark Brown Silty Topsoil Brown Clay with Gravel to 1.5'					
1	16	M		2	Stiff, Black Silty CLAY (CL-ML) (Possible Buried Topsoil or Fill)	(1.75)				
2	18	M		4	Stiff, Brown Sandy Lean CLAY (CL)	(1.75)				
3	14	M/W		26	Medium Dense, Light Brown Fine to Medium SAND, Some Silt and Gravel (SM)					
4	16	W		10						
5	18	W		21						
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 7.0' Upon Completion of Drilling NW
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 6/18/08 End 6/18/08
 Driller Badger Chief JHR Rig CME-750
 Logger GFP Editor ESF
 Drill Method 2 1/4" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

Hudson Park



LOG OF TEST BORING

Project Lake Monona Shoreline Improvements
 As staked - see Boring Location Map
 Location Madison, Wisconsin

Boring No. 6
 Surface Elev. (ft) _____
 Job No. C08070-3
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1		18	M	7	FILL: 4" Dark Brown Silty Clay "Topsoil" Brown and Dark Brown Clay to 6.5'	(1.5)				
2		18	M	6		(1.25)				
3		14	M/W	6	Dark Brown and Gray Silt and Clay to Approximately 8'	(0.5)				
4		10	W	45		Dense, Light Brown SAND and GRAVEL, Little Silt (SP-SM/GP-GM)				
5		0	-	36	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt cold patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
White Drilling	<input checked="" type="checkbox"/>	7.0'	Upon Completion of Drilling	7'	Start	6/18/08	End	6/18/08	
Time After Drilling					Driller	Badger	Chief	JHR	Rig CME-750
Depth to Water					Logger	GFP	Editor	ESF	
Depth to Cave in					Drill Method	2 1/4" HSA			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									

CGC, Inc.

LOG OF TEST BORING

General Notes

Descriptive Soil Classification

GRAIN SIZE TERMINOLOGY

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	Larger than 12"	Larger than 12"
Cobbles	3" to 12"	3" to 12"
Gravel: Coarse	3/4" to 3"	3/4" to 3"
Fine	4.76 mm to 3/4"	#4 to 3/4"
Sand: Coarse	2.00 mm to 4.76 mm	#10 to #4
Medium	0.42 to mm to 2.00 mm	#40 to #10
Fine	0.074 mm to 0.42 mm	#200 to #40
Silt	0.005 mm to 0.074 mm	Smaller than #200
Clay	Smaller than 0.005 mm	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

GENERAL TERMINOLOGY

Physical Characteristics

Color, moisture, grain shape, fineness, etc.

Major Constituents

Clay, silt, sand, gravel

Structure

Laminated, varved, fibrous, stratified, cemented, fissured, etc.

Geologic Origin

Glacial, alluvial, eolian, residual, etc.

RELATIVE DENSITY

Term "N" Value

Very Loose 0-4

Loose 4-10

Medium Dense 10-30

Dense 30-50

Very Dense Over 50

RELATIVE PROPORTIONS OF OF COHESIONLESS SOILS

Proportional Term	Defining Range by Percentage of Weight
Trace	0%-5%
Little	5%-12%
Some	12%-35%
And	35%-50%

CONSISTENCY

Term	q _r -tons/sq. ft.
Very Soft	0.0 to 0.25
Soft	0.25 to 0.50
Medium	0.50 to 1.0
Stiff	1.0 to 2.0
Very Stiff	2.0 to 4.0
Hard	Over 4.0

ORGANIC CONTENT BY COMBUSTION METHOD

Soil Description	Loss on Ignition
Non Organic	Less than 4%
Organic Silt/Clay	4-12%
Sedimentary Peat	12-50%
Fibrous and Woody Peat	More than 50%

PLASTICITY

Term	Plastic Index
None to Slight	0-4
Slight	5-7
Medium	8-22
High to Very High	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

DRILLING AND SAMPLING

- CS--Continuous Sampling
- RC--Rock Coring: Size AW, BW, NW, 2"W
- RQD--Rock Quality Designator
- RB--Rock Bit
- FT--Fish Tail
- DC--Drove Casing
- C--Casing: Size 2 1/2", NW, 4", HW
- CW--Clear Water
- DM--Drilling Mud
- HSA--Hollow Stem Auger
- FA--Flight Auger
- HA--Hand Auger
- COA--Clean-Out Auger
- SS--2" Diameter Split-Barrel Sample
- 2ST--2" Diameter Thin-Walled Tube Sample
- 3ST--3" Diameter Thin-Walled Tube Sample
- PT--3" Diameter Piston Tube Sample
- AS--Auger Sample
- WS--Wash Sample
- PTS--Peat Sample
- PS--Pitcher Sample
- NR--No Recovery
- S--Sounding
- PMT--Borehole Pressuremeter Test
- VS--Vane Shear Test
- WPT--Water Pressure Test

LABORATORY TESTS

- q_a--Penetrometer Reading, tons/sq. ft.
- q_u--Unconfined Strength, tons/sq. ft.
- W--Moisture Content, %
- LL--Liquid Limit, %
- PL--Plastic Limit, %
- SL--Shrinkage Limit, %
- LI--Loss on Ignition, %
- D--Dry Unit Weight, lbs/cu. ft.
- pH--Measure of Soil Alkalinity or Acidity
- FS--Free Swell, %

WATER LEVEL MEASUREMENT

- ∇ --Water Level at time shown
- NW--No Water Encountered
- WD--While Drilling
- BCR--Before Casing Removal
- ACR--After Casing Removal
- CW--Caved and Wet
- CM--Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

UNIFIED SOIL CLASSIFICATION SYSTEM

COARSE-GRAINED SOILS

(More than half of material is larger than No. 200 sieve size.)



Clean Gravels (Little or no fines)	
GW	Well-graded gravels, gravel-sand mixtures, little or no fines
GP	Poorly graded gravels, gravel-sand mixtures, little or no fines
Gravels with Fines (Appreciable amount of fines)	
GM_u^d	Silty gravels, gravel-sand-silt mixtures
GC	Clayey gravels, gravel-sand-clay mixtures



Clean Sands (Little or no fines)	
SW	Well-graded sands, gravelly sands, little or no fines
SP	Poorly graded sands, gravelly sands, little or no fines
Sands with Fines (Appreciable amount of fines)	
SM_u^d	Silty sands, sand-silt mixtures
SC	Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

(More than half of material is smaller than No. 200 sieve.)



ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
OL	Organic silts and organic silty clays of low plasticity



MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity, organic silts

HIGHLY ORGANIC SOILS

PT	Peat and other highly organic soils
-----------	-------------------------------------

LABORATORY CLASSIFICATION CRITERIA

GW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4

GC Atterberg limits above "A" line with P.I. greater than 7

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SW $C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3

SP Not meeting all gradation requirements for SW

SM Atterberg limits below "A" line or P.I. less than 4

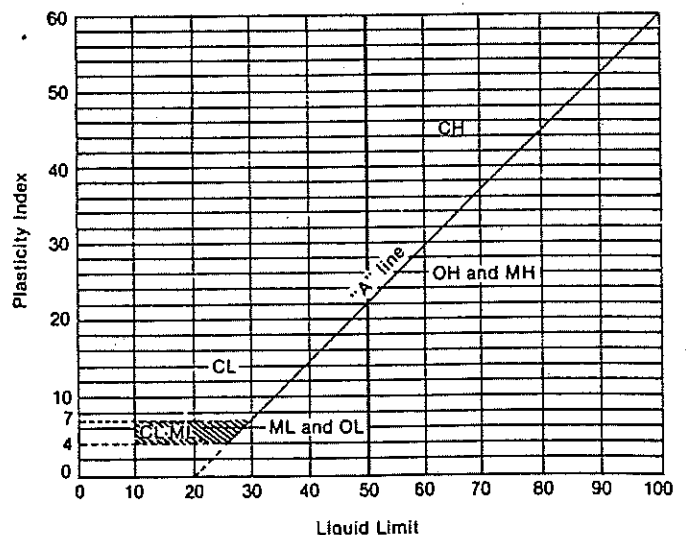
SC Atterberg limits above "A" line with P.I. greater than 7

Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 per cent GW, GP, SW, SP
 More than 12 per cent GM, GC, SM, SC
 5 to 12 per cent Borderline cases requiring dual symbols

PLASTICITY CHART



For classification of fine-grained soils and fine fraction of coarse-grained soils.

Atterberg Limits plotting in hatched area are borderline classifications requiring use of dual symbols.

Equation of A-line: $PI = 0.73 (LL - 20)$

APPENDIX B
RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. The rock, boulders or concrete pieces should contain finer material to fill in void spaces between the larger material.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at a moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 1.

**Table 1
Compaction Guidelines**

Area	Percent Compaction ⁺	
	Clay/Silt	Sand/Gravel
<u>Within 10 feet of building lines</u>		
● Footing bearing soils	93-95	95
● Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab & thicker fill zones	92	95
<u>Beyond 10 feet of building lines</u>		
● Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
● Landscaping	85	90

NOTES:

⁺ Based on Modified Proctor (ASTM D 1557)

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

APPENDIX C
DOCUMENT QUALIFICATIONS

APPENDIX C

DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you -* should apply the report for any purpose or project except the one originally contemplated.

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or

- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINIONS

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's recommendations if we do not perform construction observation.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having CGC participate in prebid and preconstruction conferences, and by providing construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

GIVE CONTRACTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of

bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

GEOENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any *geoenvironmental* findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own *geoenvironmental* information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of ASFE, for more information.

Modified and reprinted with permission from:

ASFE
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910

SECTION E: PROPOSAL

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

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 - 2012 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is Bid Bond or Certified Check in the amount of _____ Dollars (\$_____) or a Certificate of Biennial Bid Bond as required by the Advertisement for Bids.
(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 _____
(name of corporation, partnership, or person submitting bid)
a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____; State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this
_____ day of _____, 20_____

(Notary Public or other officer authorized to administer oaths)

My Commission Expires _____

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

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

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

Disclosure of Ownership

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

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

Other Construction Business

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

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

Print the Name of Authorized Officer

Signature of Authorized Officer	Date Signed
---------------------------------	-------------

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box	City	State	Zip Code
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If you have any questions call (608) 266-0028

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

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

Best Value Contracting

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

2. Some Contractors are exempt due to the size of the work force. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin.

Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.

3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

Legend

Number of Journeyworkers	The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.
W-ATT	The Contractor is an active trade trainer in the State of Wisconsin for the trade indicated.
US-ATT	The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.
SB-ATT	The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.

The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project.

The Contractor has reviewed this list on E-4 and has checked the appropriate box by each apprenticeable trade to be used on the project.

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

Apprenticeable Trades

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

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

PROPOSAL

NAME OF BIDDER

Contract Name: Hudson Park Improvements

Contract No. 6859					
ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. ES01-58275-810335-00-53W1400					
10914	MOBILIZATION - SANITARY SEWER	1.0	LS	\$ -	\$ -
50361	EMERGENCY WASTEWATER CONTROL	1.0	EA	\$ -	\$ -
ACCOUNT NO. CL60-58201-810677-00-0000000-60242P00					
10701	TRAFFIC CONTROL	1.0	LS	\$ -	\$ -
10803	TREE PROTECTION/ROOT CUTTING	9.0	EA	\$ -	\$ -
10911	MOBILIZATION	1.0	LS	\$ -	\$ -
20101	EXCAVATION CUT	263.0	CY	\$ -	\$ -
20140	GEOTEXTILE FABRIC TYPE SAS NON WOVEN	112.0	SY	\$ -	\$ -
20217	CLEAR STONE	93.0	TON	\$ -	\$ -
20221	TOPSOIL	16.0	CY	\$ -	\$ -
20230	HEAVY RIPRAP (GLACIAL STONE) IMPORT	85.0	TON	\$ -	\$ -
20233	RIPRAP FILTER FABRIC (TYPE HR)	573.0	SY	\$ -	\$ -
20401	CLEARING	13.0	ID	\$ -	\$ -
20403	GRUBBING	49.0	ID	\$ -	\$ -
20701	TERRACE SEEDING	340.0	SY	\$ -	\$ -
20707	RIPRAP SEEDING	128.0	SY	\$ -	\$ -
20801	SODDING	340.0	SY	\$ -	\$ -
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1.0	LS	\$ -	\$ -
21002	EROSION CONTROL INSPECTION	10.0	EA	\$ -	\$ -

PROPOSAL

						NAME OF BIDDER	
21011	CONSTRUCTION ENTRANCE	1.0	EA	\$ -	\$ -		
21013	STREET SWEEPING	1.0	LS	\$ -	\$ -		
21024	SILT SOCK (12 INCH) - COMPLETE	425.0	LF		\$ -		
21045	INLET PROTECTION TYPE D MODIFIED - COMPLETE	5.0	EA	\$ -	\$ -		
21061	EROSION MATTING, CLASS I, URBAN TYPE A	340.0	SY	\$ -	\$ -		
21072	EROSION MATTING, CLASS II, TYPE B	50.0	SY	\$ -	\$ -		
90000	LAKE CONTROL (DEWATERING)	1.0	LS	\$ -	\$ -		
90001	RETAINING WALL STONE IMPORT AND PLACEMENT	1.0	LS	\$ -	\$ -		
90002	STONE MULCH	5.4	TONS	\$ -	\$ -		
90003	REMOVE EX. RETAINING WALL & CMP	1.0	LS	\$ -	\$ -		
90004	CONCRETE ACCESS RAMP, STAIRS, & BOAT LANDING	1.0	LS	\$ -	\$ -		
90005	RAILING	1.0	LS	\$ -	\$ -		
90006	TURBIDITY BARRIER	90.0	LF	\$ -	\$ -		
90007	TOPSOIL IN VOIDS OF STONE	49.0	LF	\$ -	\$ -		
90008	WOODCHIP REMOVAL	10.0	CY	\$ -	\$ -		
90009	SAND REMOVAL AND PLACE	1.0	LS	\$ -	\$ -		
90010	REMOVE/DISPOSE EXISTING RAILING	1.0	LS	\$ -	\$ -		
90011	CONSTRUCTION FENCE (PLASTIC)	315.0	LF	\$ -	\$ -		
90012	HEAVY RIPRAP (GLACIAL STONE) PLACEMENT	37.0	CY	\$ -	\$ -		
90013	SAWCUT EXISTING NATURAL STONE	1.0	LS	\$ -	\$ -		
90014	CLEAR STONE D.O.T. SIZE NO. 1	168.0	TON	\$ -	\$ -		
GRAND TOTAL							\$0.00

SECTION F: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT _____
(a corporation of the State of _____) (individual), (partnership), hereinafter referred to as the "Principal") and _____, a corporation of the State of _____ (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, 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:

HUDSON PARK IMPROVEMENTS CONTRACT NO. 6859

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

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

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

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

Seal

Principal Date

By:

Name of Surety

By:

_____ Date

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

Date

Agent

Address

City, State and Zip Code

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.

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION G: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twelve between _____ 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 _____, _____, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

HUDSON PARK IMPROVEMENTS CONTRACT NO. 6859

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of _____ (\$ _____) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors and agents who worked on the contract.
- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

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

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

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

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

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 origin 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.

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

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:

	Company Name		
_____	_____		
Witness	Date	President	Date
_____	_____	Secretary	Date
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

_____	_____	
Finance Director	City Attorney	
Signed this _____ day of _____, 20_____		
_____	_____	
Witness	Mayor	Date
_____	_____	_____
Witness	City Clerk	Date

SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as principal, and _____
Company of _____ as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of _____ (\$_____) Dollars, lawful money of the
United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our
respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully
perform all of the terms of the Contract entered into between him/herself and the City of Madison for the
construction of:

**HUDSON PARK IMPROVEMENTS
CONTRACT NO. 6859**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the
prosecution of said work, and save the City harmless from all claims for damages because of negligence
in the prosecution of said work, and shall save harmless the said City from all claims for compensation
(under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is
to be void, otherwise of full force, virtue and effect.

Signed and sealed this _____ day of _____,

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. _____ for the year 20_____, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

Agent

MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 22, 2011

The attached "Prevailing Wage Rate Determination: (Pages 1 through 32), issued February 22, 2011, is hereby approved as the Minimum Wage Scale of the City of Madison.

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/14/2011
Amended On: 01/28/2011

DETERMINATION NUMBER: 201100105

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

PROJECT NAME: ALL PUBLIC WORKS CONSTRUCTION PROJECTS SUBJECT TO SEC. 66.0903, STATS.-CITY OF MADISON

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.
ELECTRONIC CERTIFIED: PAYROLL REPORTS:	Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm .

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>	<u>TRADE OR OCCUPATION</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	28.31	14.91	43.22
102	Boilermaker	33.64	19.92	53.56
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter	28.31	14.91	43.22
106	Carpet Layer or Soft Floor Coverer	28.31	14.91	43.22
107	Cement Finisher	30.73	14.38	45.11
108	Drywall Taper or Finisher	25.95	13.20	39.15
109	Electrician	32.55	18.68	51.23
110	Elevator Constructor	43.79	21.82	65.61
111	Fence Erector	22.50	3.66	26.16
112	Fire Sprinkler Fitter	36.89	15.10	51.99
113	Glazier	36.92	8.53	45.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.90	17.11	48.01
117	Lather	28.31	14.91	43.22
118	Line Constructor (Electrical)	35.26	21.35	56.61
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	31.46	15.45	46.91
121	Metal Building Erector	30.90	16.69	47.59
122	Millwright	29.91	14.91	44.82
123	Overhead Door Installer	17.25	3.00	20.25

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
124	Painter Future Increase(s): Add \$.60/hr. on 6/1/2011; Add \$.75/hr. on 6/1/2012 Premium Increase(s): Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel; Add \$.30/hr. for drywall taper.	25.65	13.20	38.85
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver	28.81	14.91	43.72
127	Pipeline Fuser or Welder (Gas or Utility)	28.91	17.34	46.25
129	Plasterer	27.68	14.22	41.90
130	Plumber	36.62	14.92	51.54
132	Refrigeration Mechanic	37.21	19.04	56.25
133	Roofer or Waterproofer	28.85	0.37	29.22
134	Sheet Metal Worker	34.23	19.60	53.83
135	Steamfitter Future Increase(s): Add \$.90/hr on 2/1/11; Add \$.90/hr on 6/1/11; Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	39.00	15.76	54.76
137	Teledata Technician or Installer	21.26	11.52	32.78
138	Temperature Control Installer	31.61	17.90	49.51
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	20.27	0.44	20.71
142	Tile Setter	29.21	7.80	37.01
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02
147	Siding Installer	12.00	4.34	16.34
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	1.09	25.77
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	31.32	10.83	42.15
203	Three or More Axle	17.75	15.58	33.33
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.75	15.58	33.33

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.69	12.90	37.59
302	Asbestos Abatement Worker	16.00	4.81	20.81
303	Landscaper	13.00	0.00	13.00
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	19.94	11.65	31.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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).	30.89	17.85	48.74
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). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.42	17.96	50.38
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. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68
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.	32.20	18.69	50.89

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	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. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.	34.62	17.96	52.58
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).	34.88	9.78	44.66
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).	33.28	9.70	42.98

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.82	17.96	47.78
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; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	23.98	6.72	30.70
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	29.27	16.85	46.12
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84

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	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	31.46	15.45	46.91
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	29.02	11.47	40.49
111	Fence Erector	22.50	3.66	26.16
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	21.35	56.61
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	1.09	25.77
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	31.32	10.83	42.15
203	Three or More Axle	17.75	14.95	32.70
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.75	14.95	32.70

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.45/hr on 6/6/2011. 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.	25.83	12.89	38.72
303	Landscaper	13.00	0.00	13.00
304	Flagperson or Traffic Control Person	21.40	12.40	33.80
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50
314	Railroad Track Laborer	22.81	13.42	36.23

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	<p>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.</p> <p>Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.</p>	34.62	17.96	52.58
522	<p>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).</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	32.42	17.96	50.38
523	<p>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).</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.89	17.96	49.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
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 \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
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.	35.05	18.08	53.13

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
103	Bricklayer, Blocklayer or Stonemason	33.80	20.37	54.17
105	Carpenter	28.31	14.91	43.22
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/11; Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): Effective 6/1/2011 for "Airport Pavement or State Highway Construction" project type only, add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night to avoid peak traffic volumes under artificial illumination with traffic control. The work is completed after sunset and before sunrise.	29.37	15.13	44.50
109	Electrician	37.25	14.68	51.93
111	Fence Erector	33.90	21.81	55.71
116	Ironworker	30.90	17.11	48.01
118	Line Constructor (Electrical)	35.26	21.35	56.61
124	Painter	26.00	12.15	38.15
125	Pavement Marking Operator	26.54	14.45	40.99
126	Piledriver	30.31	15.68	45.99
133	Rofer or Waterproofer	28.85	0.37	29.22
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.23	15.04	48.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	13.51	41.72
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	26.75	6.22	32.97
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TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	21.00	14.51	35.51
203	Three or More Axle	23.99	14.62	38.61
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	25.62	18.10	43.72
205	Pavement Marking Vehicle	20.06	13.67	33.73
206	Shadow or Pilot Vehicle	21.00	14.51	35.51
207	Truck Mechanic	23.99	14.62	38.61

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for 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. "Airport Pavement or State Highway Construction" project type only, 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).	26.15	12.90	39.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
302	Asbestos Abatement Worker	16.00	4.81	20.81
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, 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).	26.15	12.90	39.05
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, 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).	22.50	12.90	35.40
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.07	18.10	51.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
532	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).</p>	32.57	18.10	50.67

Determination No. 201100105

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).</p>	32.07	18.10	50.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
534	Belling, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	31.81	18.10	49.91
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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	31.52	18.10	49.62
536	Fiber Optic Cable Equipment.	22.79	15.30	38.09
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
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.	35.05	18.08	53.13

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

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	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On All Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	31.46	15.45	46.91
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	28.67	14.77	43.44
109	Electrician	31.61	18.59	50.20
111	Fence Erector	22.50	3.66	26.16
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	21.35	56.61
124	Painter	25.65	13.10	38.75
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	28.81	14.91	43.72
133	Rofer or Waterproofer	28.85	0.37	29.22
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.60	12.67	41.27
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

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TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	13.00	15.56	28.56
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	21.42	5.62	27.04
207	Truck Mechanic	13.00	15.56	28.56

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	22.14	12.07	34.21
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, 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).	26.15	12.90	39.05
304	Flagperson or Traffic Control Person	21.40	11.76	33.16
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	16.96	48.93
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.57	18.10	50.67

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
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 Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	28.57	16.48	45.05
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.	29.97	16.72	46.69
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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.	35.05	18.08	53.13
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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.	31.97	17.35	49.32
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.	30.42	17.05	47.47

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	<p>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.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.89	17.96	49.85
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27
555	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

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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	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	22.00	7.41	29.41
102	Boilermaker	33.64	19.92	53.56
103	Bricklayer, Blocklayer or Stonemason	22.00	4.83	26.83
104	Cabinet Installer	22.00	13.39	35.39
105	Carpenter	22.00	7.16	29.16
106	Carpet Layer or Soft Floor Coverer	19.18	8.12	27.30
107	Cement Finisher	24.31	1.61	25.92
108	Drywall Taper or Finisher	23.80	3.16	26.96
109	Electrician	31.61	1.98	33.59
110	Elevator Constructor	43.79	21.82	65.61
111	Fence Erector	17.00	0.94	17.94
112	Fire Sprinkler Fitter	36.89	15.10	51.99
113	Glazier Future increase(s): Add \$2.00/hr on 6/1/2011; Add \$2.00/hr on 6/1/2012.	36.28	11.17	47.45
114	Heat or Frost Insulator	15.00	0.00	15.00
115	Insulator (Batt or Blown)	21.00	10.35	31.35
116	Ironworker	20.00	0.40	20.40
117	Lather	16.00	1.60	17.60
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	31.46	15.45	46.91
121	Metal Building Erector	16.75	6.50	23.25
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	23.00	10.60	33.60

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
125	Pavement Marking Operator	25.65	13.10	38.75
129	Plasterer	18.00	4.00	22.00
130	Plumber	35.78	9.16	44.94
132	Refrigeration Mechanic	21.00	7.48	28.48
133	Rofer or Waterproofer	16.00	0.47	16.47
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter Future Increase(s): Add \$.90/hr on 2/1/11; Add \$.90/hr on 6/1/11; Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	39.00	15.76	54.76
137	Teledata Technician or Installer	8.00	0.00	8.00
138	Temperature Control Installer	17.00	0.00	17.00
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	25.00	1.00	26.00
142	Tile Setter	19.00	0.00	19.00
143	Tuckpointer, Caulker or Cleaner	32.50	2.44	34.94
146	Well Driller or Pump Installer	20.00	5.50	25.50
147	Siding Installer	17.00	1.85	18.85

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	28.15	4.20	32.35
203	Three or More Axle	18.50	7.64	26.14
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	15.00	15.00	30.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	18.52	4.93	23.45
302	Asbestos Abatement Worker	17.00	7.07	24.07
303	Landscaper	25.05	4.01	29.06
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59

HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, 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.	29.45	10.84	40.29
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.	26.25	8.92	35.17

***** END OF RATES *****