

BID OF _____

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS

CONTRACT NO. 6900

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

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

INDEX

SECTION A: ADVERTISEMENT FOR BIDSA-1

SECTION B: INSTRUCTIONS TO BIDDERSB-1

SECTION C: SBEC-1

SECTION D: SPECIAL PROVISIONSD-1

SECTION E: PROPOSALE-1

SECTION F: BID BONDF-1


SECTION G: AGREEMENTG-1

SECTION H: PAYMENT AND PERFORMANCE BONDH-1

SECTION I: PREVAILING WAGE RATEI-1

This Proposal, and Agreement have
been prepared by:

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


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

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:
6900	CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
SBE GOAL	%

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., JULY 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 JULY 6, 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 JULY 13, 2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on JULY 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 6/29/12, 7/6/12

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 type="checkbox"/> Retaining Walls, Precast Modular Units |
| 205 <input type="checkbox"/> Blasting | 270 <input type="checkbox"/> Retaining Walls, Reinforced concrete |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 275 <input checked="" 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 type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work | 285 <input type="checkbox"/> Sewer Lining |
| 221 <input 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 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/aaTBDDir.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/aaTBDDir.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.

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900

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

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS CONTRACT NO. 6900

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 102.3 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 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. It is anticipated that bid item 90043 Shoreline Barrier Type 1 may be deleted or significantly decreased. If the actual quantities for this item vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction, no additional compensation shall be given for increasing or decreasing quantities.

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

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 105.12 COOPERATION OF THE CONTRACTOR

The City is not aware of any other existing utilities running through the site. Regardless, the Contractor shall perform a One Call through Diggers Hotline prior to beginning construction.

The work required to manage on site ground water and storm water shall be paid under bid item 90031, Site Dewatering and bid item 90034, Storm Control. No extra time or monetary compensation shall be granted for control of these types of water.

There is a sanitary sewer force main on site. Please notify MMSD 48 hours advanced notice of work in the area of this main. The contact person from MMSD is John Podebradsky cell (608)516-5862, JohnP@madsewer.org.

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 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

The Contractor may remove parking within the project limits as necessary to facilitate construction. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

Construction equipment or materials may be stored in the roadway or street right-of-way on Wheeler Rd between School Rd and Delaware Ln. Equipment and materials will only be allowed to be placed in the parking lane on the north side of the roadway and shall not block both lanes of traffic during working and non-working hours.

SECTION 108.2 PERMITS

The City of Madison has submitted a WRAPP permit and has received a permit to construct a retention facility located north of Wheeler Rd on City Parks property. The permit shall be posted at a conspicuous location on the project site for at least five days prior to construction and remaining at least five days after construction.

The City of Madison has submitted a DNR Notice of Intent (NOI) to obtain coverage under the Construction Site General Permit No. WI-S067831-3 for construction site erosion control.

The Contractor shall meet the conditions of the permit by 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 contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction:

The Contractor shall be responsible for obtaining any permits required from the Wisconsin Department of Natural Resources for any dewatering systems chosen by the Contractor per the conditions described in Bid Item 90031.

Wetlands:

There are numerous wetlands on site and are shown on the plans. Some areas of wetlands may be disturbed as part of construction and some must be left undisturbed as a condition of our permit.

The two large existing storm sewer ditches on the project are deemed wetlands but shall be filled as part of the contract. The filling of these ditches are deemed a wetland restoration by US Army Corps of Engineers and WI DNR. Fill from the site may be used to fill these ditches and match the grade of the surrounding ground as closely as possible. Care must be taken by the contractor not to disturb any ground outside the match lines shown on the plans. All the area outside this match line is deemed wetland and cannot be disturbed under the permit.

The area impacted by pipes P-11 through P-13 is also deemed wetlands. Disturbance of this area is allowed under our permit for the purpose of installing these pipes only. Once the pipes have been installed, this area must be restored per the contract and may not be used further.

Generally the area to the north of the MMSD sewer force main is classified as wetlands as shown on the plans. This area may not be disturbed except for the ditches as mentioned above.

There are several other pockets of wetlands shown on the plans. These areas may not be disturbed during construction.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **September 4, 2012**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

The time of completion shall be **ONE HUNDRED SEVENTY (170) CALENDAR DAYS**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date or the date work actually begins whichever is sooner. If it becomes necessary to partially or completely suspend construction operations for some portion of winter months and a request to this effect by the Contractor is approved by the City Engineer, the Contractor will resume operations at the

earliest practical date in 2013 and diligently pursue the work to completion. It is understood here that all work shall be completed on the project by **JUNE 1ST, 2013.**

If suspension of work is required and allowed, the Contractor shall have methods in place to safely pass stormwater runoff through the site, with minimal erosion and minimal damage to work already completed, prior to shutdown for the winter. Clear stone berms, temporary sediment basins and use of polymer in the channel are all to be considered by the Contractor. If shutdown is requested an erosion control plan for shut down shall be submitted to the Construction Engineer for approval as part of the shutdown request. The Contractor shall be paid for two (2) mobilizations on this job – one (1) for the main mobilization at the commencement of work and one (1) in the spring of 2013 to complete any remaining items.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

SECTION 200 EARTHWORK (CUT/FILL)

The earthwork quantities for this job have been broken up into two types.

The excavation quantities for the ponds have been calculated using two (2) digital terrain models (existing and proposed). Cut (in place quantities) and fill have been estimated from this model and unless there are significant changes (10% volume change) to the plan the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to the earthwork quantities.

Placement of fill: Excavated material shall be utilized on site during construction of the ponds. Excess cut on the project shall be categorized by the construction engineer and place in as topsoil stockpiles or as general fill stockpiles, or hauled off-site. The stockpiles shall be enclosed by the use of a silt fence paid under Bid Item 21001, Silt Fence Complete. The Contractor shall be paid for excavation of the material and for three (3) different classes of fill.

Fill placement shall be paid as one of the following classes and as determined by the Construction Engineer:

1. BID ITEM 20221 – TOPSOIL - topsoil being placed throughout the pond project shall be paid under this item. This includes 4" of topsoil placement on all areas on site. Topsoil shall be placed above elevation 851.50 for Pond A and above elevation 851.00 for Pond B (over excavation for this 4" of placement has been provided for in the estimate of cut and not included in hauling and disposal).
2. BID ITEM 20202 – FILL – Placement of fill for the access paths and ditch fills within the pond project shall be constructed with material approved by the Construction Engineer (mineral soils/clay), and shall be placed in accord with the City of Madison Standard Specifications for Public Works Construction Section 202.
3. BID ITEM 90032 – HAULING & OFF-SITE DISPOSAL – this item shall remove excess material from the site and dispose of it at a location to be provided by the Contractor. Excess material consists of all material that is not used on site. This item includes a volume for over excavation for clay liner.

BID ITEM 10702 - TRAFFIC CONTROL FOR STORM PROJECT

This item shall include all necessary work, materials, signage and flag persons required to control the trucks entering and leaving the project site in accordance with the Manual on Uniform Traffic Control Devices. Any traffic control necessary along this route shall be included in this item.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

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 not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

BID ITEM 10912 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging shall be allowed within the pond. If additional lands are desired by the Contractor for staging that are not under control of the City of Madison, the Contractor shall contact the owners or their agents to work out acceptable terms of access. Storage of equipment is allowed only in the parking lane on the north side of Wheeler Rd between School Rd and Delaware Blvd.

If suspension of work is required and allowed, the Contractor shall have methods in place to safely pass stormwater runoff through the site, with minimal erosion and minimal damage to work already completed, prior to shut down for the winter. Clear stone berms, temporary sediment basins and use of polymer in the channel are all to be considered by the Contractor. If shutdown is requested an erosion control plan for shut down shall be submitted to the Construction Engineer for approval as part of the shutdown request. The Contractor shall be paid for two (2) mobilizations on this job – one (1) for the main mobilization at the commencement of work and one (1) in the spring of 2013 to complete any remaining items.

METHOD OF MEASUREMENT

Mobilization for sewer construction shall be paid as a each for all the work described above.

BASIS OF PAYMENT

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

BID ITEM 20101 - EXCAVATION CUT

DESCRIPTION

Excavation Cut shall be the in place quantity of excavation cut with no adjustment for shrink or swell. Work under this item shall include excavation to the finish grades as represented by the contours on the plan set or as shown on the cross sections. Where topsoil in the pond area is to be placed below the finish grades shown, the over excavation for the placement of topsoil has been included in the excavation quantity.

Temporary stockpiling of topsoil quantities that is required for Bid Item 20221 – 4” Topsoil shall be considered incidental to this bid item. The redistribution of the topsoil quantity shall be paid under Bid Item 20221 – Topsoil.

Placement of on site fill shall be compensated for under Bid Item 20202 Fill. The excess material beyond that needed for construction of the pond shall taken off-site and disposed of by the Contractor at a site provided by the Contractor Bid Item 90032, Hauling & Off-Site Disposal.

The type of fill used for each of the above types of placement/use of excess cut shall be at the discretion of the City Engineering and the Contractor shall not be entitled to a specific type of excess cut to be hauled off-site and disposed of. Rather the Contractor shall haul off-site whatever material is not desired to be used by the Construction Engineer.

The quantity for Excavation Cut has been estimated from in place quantities and no adjustment shall be made to this quantity unless substantial changes (10% volume change) to the plans occur during construction, or as provided below for roadway undercut. If there are substantial changes in the pond grading, city crews shall survey the area, and the difference in Excavation Cut over/under the existing terrain shall be calculated on an in-place basis by the Design Engineer.

The Contractor shall be responsible for separation of the excavation cut into the following classes of material:

Granular material for on-site use

Topsoil - for use on-site

Excess topsoil, mineral or granular materials – to be hauled off-site and disposed of at a location provided by the Contractor.

The City of Madison shall have an inspector on site to assist in determining what classifies as topsoil and clay, and what material is suitable for placement in berms, for topsoil placement on site. The Contractor shall be responsible for excavation of this material in a manner so as to not contaminate each individual type of material.

METHOD OF MEASUREMENT

Excavation Cut will not be measured but shall be based on the plan quantity as estimated on the proposal, except as noted above for field changes and roadway undercut.

BASIS OF PAYMENT

Excavation cut shall be measured as above and paid for at the contract price, which shall be full compensation for all work laid out in the description.

BID ITEM 20202 – FILL

DESCRIPTION

Work under this item shall include providing and placing fill, from excavated on-site clay or granular material. This item includes all required movement and placement of the fill to the contours and elevations shown on the plan and cross sections. The fill shall be placed to meet the finish grades as shown on the plan set, as staked in the field, and as discussed in these special provisions.

Clay or granular material shall be stockpiled on site during construction operations and used as required to provide fill for the access paths where stormwater ditches exist now. This stockpiling and placement shall be included in the price of fill and the contractor shall not be compensated in any additional manner for completing this requirement.

The amount of fill has been estimated from the digital terrain model and does not include the use of a shrinkage factor. Unless substantial changes (10% volume change) occur during construction, the quantity of fill to be paid shall be held constant and the estimated amount shall be the final amount for payment.

METHOD OF MEASUREMENT

Fill will not be measured but will be based on plan quantities as estimated from the plan set, except as noted above for substantial field changes. The quantity listed in the proposal is an in place quantity.

BASIS OF PAYMENT

Fill shall be measured as above and paid for at the contract price, per cubic yard, which shall be full compensation for all work laid out in the description.

BID ITEM 20218 – CLEAR STONE

DESCRIPTION

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized in Bid Item 21014 Construction Entrance, Bid Item 21013 Erosion Control Berm and as part of the construction of storm sewer structures.

All storm sewer structures shall have a minimum 12” clear stone bedding. Clear stone used for bedding storm sewer structures shall be paid under this item.

METHOD OF MEASUREMENT

Clear Stone shall be measured by the ton in place.

BASIS OF PAYMENT

Clear Stone shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

BID ITEM 20221 – 4” TOPSOIL REDISTRIBUTION

DESCRIPTION

4” Topsoil Redistribution shall include all work, materials, labor, and incidentals necessary to redistribute and fine grade four (4) inches of topsoil to the final elevations as noted on the grading plan in accord with the Standard Specifications. Final grading plan contours include the four (4) inches of topsoil quantity. Soil borings indicate 2”-12” of topsoil. In addition there are piles of soil stockpiled from the original excavation of the two stormwater ditches on site. These piles are located directly next to the ditches and likely contain soil suitable for use as topsoil. It is anticipated that all topsoil shall be supplied from on site quantities, no additional topsoil shall be brought onto the site. The excavation and temporary stockpiling of the topsoil shall be compensated for under Bid Item 20101, Excavation Cut.

METHOD OF MEASUREMENT

4” Topsoil Redistribution shall be measured by the S.Y. in place.

BASIS OF PAYMENT

4” Topsoil Redistribution shall be paid at the contract price for work as described and measured above including all work, materials, labor and incidentals.

BID ITEM 20232 – EXTRA HEAVY RIPRAP

DESCRIPTION

Stone riprap shall be durable field or quarry stone of approved quality. It shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects, and contain NO fines.

All riprap shall have filter fabric placed under it and shall be paid for under **BID ITEM 20233**.

Stone pieces for riprap shall be of a size and shape approved by the Engineer, meeting the specifications below:

<u>RIPRAP STONE SIZE (GREATEST DIMENSION) (FEET)</u>	<u>PERCENT MATERIAL SMALLER THAN CORRESPONDING SIZE</u>
2.5	100%
1.5	75%
.75	30%
.50	0%

PLACING RIPRAP

Stone shall be laid with close, broken joints and shall be firmly bedded in the slope and against the adjoining stones. The stones shall be laid perpendicular to the slopes with ends in contact. The riprap shall be thoroughly compacted as construction progresses and the finished surface shall present an even, tight surface. The larger stone shall be placed in lower course.

Unless otherwise provided, riprap shall be at least 18 inches thick, measured perpendicular to the slope. The least dimension of an individual stone shall not be less than 1/3 of its greatest.

The riprap shall be placed as shown on the plan, as directed by the Engineer in the field and as called out in these special provisions. At a minimum, a riprap berm (check dam for erosion control) shall be constructed directly in front of the outlet structure prior to any excavation being completed in the basin proper. This riprap berm shall have riprap filter fabric under it and it shall be reshaped into a riprap pad at the conclusion of the project. It is expected that this riprap berm shall be constructed after construction of the modifications to the outlet structure.

METHOD OF MEASUREMENT

Riprap will be measured by the ton in place in the complete the work, and the quantity thereof to be paid for shall be the summation of tons of such riprap incorporated in the work in accordance with the contract. Only accepted work will be measured for payment.

BASIS OF PAYMENT

Riprap shall be measured as above and paid for at the contract price, which shall be full payment for providing and placing riprap in accordance with the description.

BID ITEM 20233 - RIPRAP FILTER FABRIC

Work under this item shall include provision and installation, in accordance with the manufacturer's specifications of fabric conforming the specifications listed below:

<u>TEST</u>	<u>METHOD</u>	<u>VALUE(1)</u>
Grab Tensile Strength (lbs)	ASTM D-4632	300 min.
Puncture Strength (lbs)	Modified ASTM D-3787 Using 5/16 inch flat-tipped Rod	100 min.
Mullen Burst (lbs/in ²)	ASTM D-3786	350 min.
Elongation at Failure	ASTM D-4632	18 min.
Equivalent Opening Size (U.S. Standard Sieve)	ASTM D-4751	30-140
Water Flow Rate (gal/min/ft ²) at 50m,m Constant Head	(2)	30 min.

Payment for this item shall be by the square yard measured in place.

(1) All numerical values represent minimum/maximum average roll values (i.e., the average of minimum test results on any roll in a lot should meet or exceed the minimum specified values).

(2) Water Flow Rate in gal/min/ft² shall be determined by multiplying Permittivity in sec⁻¹ as determined by ASTM D-4491 by a conversion factor of 74.

BID ITEM 20706 – MIXED PRAIRIE SEEDING

DESCRIPTION

Work under Bid Item 20706 shall include seed, mulch, fertilizer and soil stabilizers (polymers) for all areas above the normal water elevations and within the ponds and disturbed areas. NOTE: No mulch is required as all areas receive Class I Urban Type A matting, Bid Item 21002.

A minimum topsoil material depth of 4" shall be maintained in the areas to be seeded, this is paid under Bid Item 20221 - 4" Topsoil Redistribution.

Mixed Prairie Seeding shall contain the following seeds and proportions. Application rate shall be 10lbs/acre and shall be no less than 75 seeds/ square foot. Mulch, fertilizer and soil stabilizers (polymers) shall be in accord with the following specifications.

Forbs (49.09%)

<i>Species Name</i>	<i>%</i>
Prairie Sage	0.34
Butterfly Weed	1.88
Whorled Milkweed	1.36
Sky Blue Aster	0.34
Heath Aster	0.17
Smooth Blue Aster	0.68
New England Aster	0.63
Canadian Milk Vetch	0.17
White Wild Indigo	1.88
Cream Wild Indigo	0.63
Prairie Coreopsis	0.68
Midland Shooting Star	0.34
Pale Purple Coneflower	8.87
Rattlesnake Master	4.75
Biennial Gaura	0.31
Cream Gentian	1.25
Stiff Gentian	0.34
Showy Sunflower	0.34
Early Sunflower	0.63
False Boneset	0.68
Round-headed Bush Clover	0.94
Prairie Blazing Star	1.25
Wild Bergamot	0.63
Wild Quinine	2.73
Wood Betony	0.34
Foxglove Beardtongue	1.25
White Prairie Clover	1.36

Purple Prairie Clover	1.36
Prairie Cinquefoil	0.63
Yellow Coneflower	0.63
Black-eyed Susan	2.51
Brown-eyed Susan	0.63
Compass Plant	0.63
Prairie Dock	0.63
Prairie Blue-eyed Grass	0.17
Old Field Goldenrod	0.17
Stiff Goldenrod	0.34
Showy Goldenrod	0.47
Ohio Spiderwort	1.25
Hoary Vervain	1.25
Prairie Violet	0.34
Heart-leaf Golden Alexanders	1.36
Lead Plant	0.68
New Jersey Tea	0.34
Prairie Wild Rose	0.94

Grasses (50.90%)

<i>Species Name</i>	<i>%</i>
Big Bluestem	5.01
Little Bluestem	12.27
Side-oats Grama	13.25
Prairie Brome	10.02
Copper-shouldered Oval Sedge	1.36
Canada Wild Rye	5.01
Indian Grass	2.73
Northern Dropseed	1.25

Included with this bid item is a cover crop of winter wheat that shall be applied to hold the soil while the native seeds become established. Winter wheat shall be applied at a rate of 40 lbs. per acre and per the requirements of Section 207 of the City of Madison Standard Specifications for Public Works Construction.

FERTILIZER

Type B fertilizer of the WDOT specifications section 629.3.1.3 shall be utilized.

MULCH

Mulch shall be placed in accord with WDOT specifications section 627. Placement of Mulch shall be in accord with Method A or B of Section 627. If Method B is utilized the mulch shall be placed as part of the hydro seeding operation and the mulch shall be cellulose in type and shall be approved by the engineer prior to placement. NOTE: The mulch shall be placed using one of the above methods; simple blowing of the mulch onto the site shall not be accepted.

SOIL STABILIZERS

Soil stabilizers are intended as soil bonding agents to prevent or minimize erosion. They must be environmentally benign; harmless to fish, wildlife, and plants; along with being non-toxic and non-combustible at the rate of application specified by the manufacturer. Asphalt based products will not be

approved for use. Only products approved by field-testing, and field-tested by WDOT will be approved for use.

Polyacrylamide Soil Stabilizers shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B. Presently, the only acceptable product is CFM2000 manufactured by CFM, Inc.

Construction Methods

1. Application is intended to be done with conventional hydraulic seeding equipment. Polyacrylamide Soil Stabilizer may also be placed through dry spreading.
2. Seeding must be done in a manner that ensures direct contact with the soil.
3. Application rates shall be as recommended by the manufacturer and shall meet the approval of the engineer. In general, rate of application shall be 20 lbs./acre.

METHOD OF MEASUREMENT

Mixed Prairie Seeding and mulching shall be measured by the square yard, in place. Areas outside the pond grading limits shall not be measured for payment.

BASIS OF PAYMENT

Mixed Prairie Seeding shall be paid for at the contract price, which shall be full payment for all work, materials (including mulch, fertilizer and soil stabilizer) and incidentals to complete the work in accordance with the description.

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

DESCRIPTION

Work under this bid item shall include provision and installation of erosion matting as called for on the plan set and as directed in the field by the Construction Engineer.

Erosion matting shall have a 6" overlap between rolls and the staple pattern shall be in accordance with the manufactures recommendations.

Erosion matting supplied shall conform to Wisconsin Department of Transportation requirements for "Erosion Mat, Class I, Urban, Type A".

The erosion matting shall be placed above the normal water elevations of the plan and as indicated in the plan set. Typically, the matting starts from the permanent water surface and extends up over the top of the berm. Matting shall be applied to both ponds.

METHOD OF MEASUREMENT

Erosion matting shall be measured by the S.Y. in place.

BASIS OF PAYMENT

Erosion matting shall be measured as stated above and shall be paid at the contract price in which shall be full compensation for all work as laid out in the description.

BID ITEM 21013 – CLEAR STONE BERM FOR EROSION CONTROL.

Work under this item shall include installation of an erosion control berm as shown in the plan set for erosion control. This item shall include the following:

1. Typical berm height of three (3) feet
2. Depth of berm from front to back will vary with height but will typically include 1:1 slopes and a two (2) foot flat top. So for standard height the depth will be eight (8) feet;
3. Length as determined in the field;
4. Consist of three (3) inches clear stone (paid under Bid Item 20218);

Payment shall be on as each berm is constructed, and includes all necessary maintenance (as directed by the Construction Engineer) and removal of the berm. Payment for the required stone shall be per ton and under Bid Item 20218.

BID ITEM 21014 – CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrance shall be located by the Construction Engineer and the Contractor based on site needs. It is anticipated that two Construction Entrances shall be located off of Wheeler Rd.

BID ITEM 90031 - SITE DEWATERING

DESCRIPTION

Work under this item shall include all work, materials, equipment, permitting and incidentals required to dewater the site during construction or to work with the water on-site in a manner that is acceptable to the Contractor, and allows the project to be constructed in accord with these plans and specifications.

No 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.

The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for permitting said plan if that is required

If necessary the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
BOX 7921
Madison, Wisconsin 53707

The Contractor shall be solely responsible for choosing a method of groundwater control that is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to insure that the groundwater 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. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

Borings are provided in these bid documents to assist the Contractor in determining what methods are required to dewater the site.

METHOD OF MEASUREMENT

Dewatering shall be measured by the lump sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

Dewatering shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90032 - HAULING AND OFF-SITE DISPOSAL

DESCRIPTION

This item includes all necessary work, equipment, labor, and incidentals required to load, from the project site, excess material (clay, topsoil, other onsite material) identified by the City Construction Inspector, remove the material, and haul the material to an off site disposal site, to be provided by the contractor, and place the material at that site.

The type of fill used of excess cut shall be at the discretion of the City Engineer and the Contractor shall not be entitled to a specific type of excess cut to be hauled off-site and disposed of. Rather the Contractor shall haul off-site whatever material is not desired to be used by the Construction Engineer.

METHOD OF MEASUREMENT

Hauling and Off-Site Disposal shall be measured by the cubic yard for the completed work as described above.

BASIS OF PAYMENT

Hauling and off-site disposal shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90033 – CLEARING AND GRUBBING

DESCRIPTION

Clearing and Grubbing shall be consistent with the requirement of Section 204 of the City of Madison Standard Specifications for Public Works Construction, with the following exception: grubbing shall consist of complete removal of the stumps by excavation in all areas.

The Contractor shall be responsible for off site disposal of trees, shrubs, brush and for removing and disposing, off site, of stumps, logs, windfalls and any other vegetation within the disturbance limits. All

material shall be disposed of off site at a location to be determined and provided by the Contractor. Trees may be chipped and reused on site in aid of equipment during construction but must be removed from site prior to completion.

There are specific trees to be saved on the project. The trees to be saved will be marked in the field by the Construction Engineer and City Parks prior to beginning tree removal operations. Contractor shall contact Russ Hefty of City Parks at (608) 267-4918 at least 48 hours prior to start so that trees can be marked.

METHOD OF MEASUREMENT

Clearing and Grubbing shall be measured by the lump sum for the removal and off site disposal of trees, shrubs, brush and for removing and disposing, off site, of stumps, logs, windfalls and any other vegetation within the disturbance limits.

BASIS OF PAYMENT

Clearing and Grubbing shall be paid at the contract price for work as described and measured above included all work, materials, labor, hauling, placement at a disposal site and incidentals.

BID ITEM 90034 – STORM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control dry, backwater conditions and wet weather flow in the storm sewer and pond system during the reconstruction project. Further, depending on the lake levels during construction of this project there can expected to be backwater from the lake in the pond system.

The Contractor shall take all necessary steps to protect the new storm main, ponds, and drainage channel from damage during construction and to accommodate the existing flows during construction.

This item includes all storm control necessary for all aspects of the Construction. This item is not for control of groundwater.

METHOD OF MEASUREMENT

Storm Control shall be measured by the lump sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

Storm Control shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90035 – POLYMER STABILIZATION

DESCRIPTION

Work under this item shall include placing polymer on bare ground to stabilize the area. This item shall be used as directed by the Construction Engineer to stabilize areas that are prone to erosion during construction.

Polymer shall be applied in conformance with WDNR standard 1050 for Land Application of Anionic Polyacrylamide.

SOIL STABILIZERS

Soil stabilizers are intended as soil bonding agents to prevent or minimize erosion. They must be environmentally benign; harmless to fish, wildlife, and plants; along with being non-toxic and non-combustible at the rate of application specified by the manufacturer. Asphalt based products will not be approved for use. Only products approved for field-testing, and field-tested by WDOT will be approved for use.

Polyacrylamide Soil Stabilizers shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

CONSTRUCTION METHODS

1. Application is intended to be done with conventional hydraulic seeding equipment. Polyacrylamide Soil Stabilizer may also be placed through dry spreading.
2. Application rates shall be as recommended by the manufacturer and shall meet the approval of the engineer. In general, rate of application shall be 20 lbs./acre.

METHOD OF MEASUREMENT

Polymer Stabilization shall be measured by the square yard, in place.

BASIS OF PAYMENT

Polymer Stabilization shall be measured as above and paid for at the contract price shall be full payment for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90036 – POLYMER SETTLING

DESCRIPTION

Work under this item shall include using polymer in sediment traps/ponds. These ponds/traps are to be constructed as part of the erosion control for the pond project. This item shall be used to provide additional settling of particulates in these traps, further reducing the amount of particulates being discharged downstream. This item shall be used as directed by the Construction Engineer.

Polymer shall be applied in conformance with WDNR standard 1051 for Water Application of Polymers.

SOIL STABILIZERS

Polymer Settling is intended to be used as a flocculant to improve settling in sediment traps or behind clear stone weepers to minimize particulate discharge downstream. They must be environmentally benign; harmless to fish, wildlife, and plants; along with being non-toxic and non-combustible at the rate of application specified by the manufacturer. Asphalt based products will not be approved for use. Only products approved for field-testing, and field-tested by WDOT will be approved for use.

Polyacrylamide Soil Stabilizers shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

CONSTRUCTION METHODS

1. Application is intended to be done with conventional hydraulic seeding equipment. Polyacrylamide Soil Stabilizer may also be placed through dry spreading.
2. Application rates shall be as recommended by the manufacturer and shall meet the approval of the engineer. In general, rate of application shall be 20 lbs./acre.

METHOD OF MEASUREMENT

Polymer Settling shall be measured by number of pounds applied.

BASIS OF PAYMENT

Polymer Settling shall be measured as above and paid for at the contract price shall be full payment for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90038 - CLAY LINING PLACEMENT

DESCRIPTION

This item includes all work necessary to provide and place one 8" (finish depth) lift of clay over Pond B as shown in the typical sections. Included with this item is 8" of over excavation required to place the clay lining within pond B. The top of the clay lining shall have a finish grade as shown in the plan set. Pond shall contain clay from the permanent water elevation to the lowest elevation of the pond.

The clay lining shall be compacted to a level of permeability equal to or less than 1×10^{-7} cm/sec with suitable equipment.

Soils used in clay liner construction shall have a minimum plasticity index of 12 as tested by Atterberg Limit tests (ASTM D-4318), a minimum of 50% passing the number 200 sieve, and a recompacted in-place permeability as specified on the construction plans.

Clay materials shall contain no sod, brush, roots, frozen soil, or other perishable materials. Rock particles larger than 3 inches shall be removed prior to compaction of the clay.

Pond surfaces shall be graded to remove surface irregularities and shall be scarified or otherwise acceptably scored or loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the clay liner, and the surface materials shall be compacted and bonded with the first layer of the clay liner as specified for subsequent layers of clay liner.

The clay liner shall not be placed until the required foundation preparation has been completed and the foundation has been inspected and approved by the Field Engineer. The clay liner shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the clay liner.

The clay liner shall be placed in lifts. The thickness of each lift before compaction shall not exceed the smaller of 6 inches or the length of the teeth of the footed compactor used.

The distribution of materials throughout the clay liner shall be essentially uniform, and the clay liner shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material.

If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified to a depth of not less than 2 inches before the next layer is placed.

During placement and compaction of the clay liner, the moisture content of the clay being placed shall be maintained above optimum moisture as determined by the Standard Proctor Test (ASTM D-698) or Modified Proctor Test (ASTM D-1557).

The application of water to the clay shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the clay after placement and before compaction of the liner, if necessary. Uniform moisture distribution shall be obtained by disking.

The clay liner shall be compacted to a minimum of 95% of standard proctor dry density (ASTM D-698) or to a minimum of 90% of modified proctor dry density (ASTM D-1557), at a moisture content above optimum moisture.

The clay liner shall be compacted with a footed compactor weighing at least 25,000 pounds, operated continuously, in uncompacted lift thicknesses not to exceed the smaller of 6 inches or the length of the teeth on the footed compactor used.

Clay placed at densities lower than the specified minimum density or at moisture contents lower than optimum moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the specifications or removed and replaced by acceptable clay. The replacement clay and the foundation and fill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

TESTING AND DOCUMENTATION REQUIREMENTS

Liner construction shall be tested and documented as specified below. Copies of the documentation report, including test locations and test results, shall be provided to Construction Engineer.

Field and laboratory soil tests shall be completed on the clay liner, by a third party engineering firm retained by the contractor, to document compliance with this specification. Testing shall be completed as the liner is being placed. The following tests shall be completed at the specified frequency.

Standard proctor test (ASTM D-698)	1 per 500 cubic yards of clay liner or
Modified Proctor Test (ASTM D-1557)	1 per 500 cubic yards of clay liner

Field density tests (ASTM D-2922, or D2937, or D2167, or D1556)	1 test per 100-foot grid of clay liner
--	---

Atterberg Limit tests (ASTM D-4318) -1 per 500 cubic yards of clay liner
Grain size distribution. (ASTM D-422)-1 per 500 cubic yards of clay liner
Permeability (ASTM D-5084)-1 per 500 cubic yards of clay liner

Atterberg limits, grain size distribution, and permeability tests shall be completed on undisturbed samples obtained from the constructed clay liner. A minimum of one of each of the laboratory tests specified above shall be completed per clay liner.

All test holes shall be backfilled using powdered bentonite mixed with clay soil used in liner construction and compacted by hand tamping. The clay shall be broken down into clods less than ½ inch in diameter.

A minimum of 25% of the backfilled test hole volume shall be occupied by powdered bentonite after backfilling.
occupied by powdered bentonite after backfilling.

METHOD OF MEASUREMENT

Clay lining placement shall be measured by the Cubic Yard as an in place quantity. This will be estimated by measuring the surface area over which the clay lining shall be placed and assuming an 8" depth.

BASIS OF PAYMENT

Clay lining placement shall be measured as discussed above which shall be full payment for all work as laid out in the description.

BID ITEM 90039 –ACCESS PATH PERMANENT

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to grade an access path in accordance with the details provided in the plan set and the direction provided in these special provisions. Seed, mulch, and fertilizer shall be paid under Bid Item 20706, Mix Prairie Seeding. Fill shall be paid under bid item 20202. See Standard Detail Drawing S.D.D. 5.1.4.

METHOD OF MEASUREMENT

Access Path Permanent, as described above shall be measured by linear foot as installed in the field.

BASIS OF PAYMENT

Access Path Permanent, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90040 –ACCESS PATH GRADING ONLY

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to grade an access path in accordance with the details provided in the plan set and the direction provided in these special provisions. . Seed, mulch, and fertilizer shall be paid under Bid Item 20706, Mix Prairie Seeding.

The intention of this item is to construct an access path as in Bid Item 90039 with the elimination of crushed stone. Fill shall be graded to the appropriate elevation, topsoil shall be placed, and the path shall be seeded and matted. Fill shall be paid under bid item 20202.

METHOD OF MEASUREMENT

Access Path Grading Only, as described above shall be measured by linear foot as installed in the field.

BASIS OF PAYMENT

Access Path Grading Only, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90041 – IMPROVE ACCESS PATH

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to grade an access path in accordance with the details provided in the plan set and the direction provided in these special provisions. Seed, mulch, and fertilizer shall be paid under Bid Item 20706, Mix Prairie Seeding.

The intention of this item is to improve the current ski trail or rough surface so that construction equipment can use the path and it may be mowed for pedestrian use. It shall include a 12' wide drivable surface with a maximum 4% cross slope.

Trees shall be removed and trimmed as directed by the field engineer. Specific tree removals shall be approved by Russ Hefty of City Parks at least 48 hours prior to removal. He may be reached at 608-267-4918. All tree removal and trimming is included in this item.

Fill from the site may be used to construct a path. Any fill used under this item must be approved by the field engineer and must be clean and free of large stones and debris. Fill shall be paid under bid item 20202.

METHOD OF MEASUREMENT

Improve Access Path, as described above shall be measured by linear foot as constructed in the field.

BASIS OF PAYMENT

Improve Access Path, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90042 – CONSTRUCTION SURVEYING

DESCRIPTION

The Contractor shall be responsible for surveying and staking all contours, grade points, and disturbance limits to the locations and elevations shown on the plans or as field changes directed by the Construction Engineer. A three-dimensional Microstation V7 (.dgn) file will be provide. The Contractor shall be responsible for configuring the Microstation file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison. The Contractor shall run a level circuit for the project in order to check for accuracy. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits.

The horizontal survey data is in Wisconsin county Coordinate System-Dane Zone, NAD83 (1997) datum. Vertical survey data has been referenced to NAVD 88.

City Engineering will be checking accuracy of all staking in order to provide quality control.

METHOD OF MEASUREMENT

Construction Surveying shall be measured as lump sum as completed in the field.

BASIS OF PAYMENT

Construction Surveying, as measured above shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90043 - SHORELINE BARRIER TYPE I

DESCRIPTION

Shoreline Barrier Type I shall include the provision and installation of galvanized hard wire cloth or mesh with 1/2" openings or approved equal as indicated in the plans. The barrier shall be installed vertically and shall extend three feet below the normal water elevation. The barrier shall be installed around the perimeter both ponds at the permanent water surface elevation.

Care must be taken when backfilling the barrier to ensure the mesh remains as near to vertical as possible and does not buckle or crimp.

METHOD OF MEASUREMENT

Shoreline Barrier Type I shall be measured by the linear foot in place along the shoreline.

BASIS OF PAYMENT

Shoreline Barrier Type I shall be paid at the contract price for work as described and measured above which shall be full compensation for all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90044 - CONSTRUCTION FENCING

DESCRIPTION

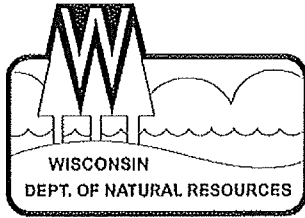
Work under this item shall include all work, materials, labor and incidentals necessary for the contractor to provide, install, maintain and remove Construction Fencing from the project site. The contractor shall place fencing along Wheeler Rd as directed by the Field Engineer. The purpose of this fencing is to limit access to the site. 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.

METHOD OF MEASUREMENT

Construction Fencing shall be measured by the Linear Foot.

BASIS OF PAYMENT

Construction Fencing shall be measured as described above which shall be full compensation for providing, placing, maintaining, and removing the fencing.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary
Lloyd L. Eagan, Regional Director

South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, WI 53711-5397
Telephone (608) 275-3266
FAX (608) 275-3338
TDD (608) 275-3231

January 19, 2011

Robert Phillips
City of Madison
210 Martin Luther King Jr Blvd, Room 115
Madison, WI 53703

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-3: Construction Site Storm Water Runoff

Permittee Name: City of Madison
Site Name: Cherokee Park Stormwater Ponds
FIN: 43816

Dear Permittee:

The Wisconsin Department of Natural Resources received your Construction Project Consolidated Permit Application or Notice of Intent, on September 21, 2010, for the Cherokee Park Stormwater Ponds site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-3, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is January 19, 2011. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the **Start Date** and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. The Department's Internet site is: <http://www.dnr.state.wi.us/runoff/stormwater.htm>

To obtain a copy of the general permit, please download it and the associated documents listed below.

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-3:
http://dnr.wi.gov/runoff/pdf/stormwater/permits/construction/construction_permit_S067831-3.pdf
- Construction site inspection report form:
http://dnr.wi.gov/runoff/pdf/stormwater/3400187_Construction_Site_Inspection_Report.pdf
- Notice of Termination form:
<http://dnr.wi.gov/runoff/pdf/stormwater/3400162.pdf>

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.
2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:
 - a. Date, time, and exact place of inspection;
 - b. Name(s) of individual(s) performing inspection;
 - c. An assessment of the condition of erosion and sediment controls;
 - d. A description of any erosion and sediment control implementation and maintenance performed;
 - e. A description of the site's present phase of construction.
3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.
4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

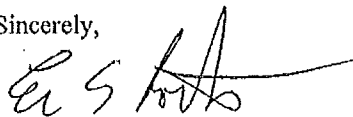
It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

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

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. 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.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Eric Rortvedt at (608) 273-5612.

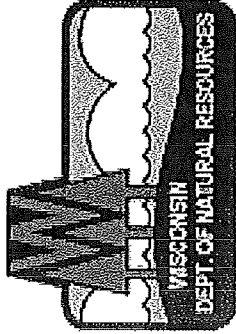
Sincerely,



Eric S. Rortvedt, P.E.
South Central Region
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage

Cc: Corey Stelljes, Madison Engineering (via email)



CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-3

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at
1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 43816

Site Name: Cherokee Park Stormwater Ponds

Address/Location: North Wheeler Road Park Lands, City of MADISON

Additional Information:

Landowner: City of Madison

Landowner's Contact Person: Corey Stelljes

Contact Telephone Number: (608) 266-9721

Permit Start Date: January 19, 2011

By: 

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, WI 53711-5397

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



05/03/2012

IP-SC-2010-13-04317 to 04319

City of Madison
Robert Phillips
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53703

Dear Mr. Phillips:

We have reviewed your application for a permit to impact a wetland adjacent to Yahara River and Cherokee Marsh to create 2 storm water ponds, 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 (608) 275-3208.

Sincerely,

Cami Peterson
Water Management Specialist

cc: Simone Kolb, Project Manager, (262) 717-9539, U.S. Army Corps of Engineers
Dane County Zoning Administrator
Conservation Warden

STATE OF WISCONSIN Connected Pond and Wetland WQC (Federal) PERMIT
DEPARTMENT OF NATURAL RESOURCES IP-SC-2010-13-04317 to 04319

City of Madison is hereby granted under Section 30.19(4), Wisconsin Statutes, Section 281.15, 401 CWA, Wisconsin Statutes, is granted a permit to construct 2 ponds that connects with the Yahara River and impact a wetland adjacent to Yahara River , in the City of Madison, Dane County, also described as in the SW1/4 of the SW1/4 of Section 24, Township 8 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Cami Peterson at phone (608) 275-3208 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 01/11/2015. 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. You may not remove vegetative cover earlier than 24 hours before grading commences.
13. Erosion control measures must be in place at the end of each working day.
14. 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.
15. You must maintain a log of the erosion control inspections, repairs made, and rain events. This must be made available to Department personnel upon request and must remain on the project site at all times work is being performed.
16. You must not deposit or store any of the graded materials in any wetland or below the ordinary high water mark of any waterway except for what is approved in this permit. All graded materials must be placed out of the floodway of any stream.
17. Any de-watering plan must be approved by the Department in writing before any on-site de-watering may take place.
18. Under Wisconsin Law, the ponds constructed are public waterways. This means the public has the right to boat, swim, fish and exercise other rights of the public on navigable waters as long as access to the waterway is obtained in a legal manner.
19. You must supply a copy of this permit to every contractor associated with this project.
20. 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 de-contaminated 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. City of Madison has filed an application for a permit to construct 2 ponds that connect with the Yahara River and impact wetlands adjacent to Yahara River, in the City of Madison, Dane County, also described as SW1/4-SW1/4 S24, T8N, R9E.
2. The project will consist of re-routing flow from 2 constructed, navigable waterways that currently discharge storm water to the Yahara River at Cherokee Marsh into 2 new storm water detention ponds for the purpose of improving water quality. The portions of the waterways in the wetland would be filled with historic spoils side cast during the original ditch excavation and the area around both waterways would be restored to the original wetland elevation. The 2 ponds will be constructed between the wetland and Wheeler Road to the south.
3. The total loss of wetland is 1.02 acres due to fill of the constructed waterways and conversion of a portion of the waterway to storm water detention. The waterways currently function as a conveyance of storm water runoff and have minimal ecological function.
4. Temporary wetland impact of the project will be 3.59 acres of wetland to install the overflow pipes from the western pond to the third waterway to the west (0.32 acres) and impacts from removal of side cast materials into the constructed waterways to be filled to restore historic elevations in the wetland (3.27 acres).
5. An environmental assessment for this project was done by the department in November, 2011 and public noticed on January 5, 2012.

6. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
7. 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.
8. The proposed project, if constructed in accordance with this permit will not adversely affect wetlands.
9. 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), 281.15, Wisconsin Statutes, and 401 CWA, and Chapters NR 102, 103, 115, 116, 117, 150, 299 and 343 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 South Central Region Headquarters, Wisconsin on 05/03/2012.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary

By 
Cami Peterson
Water Management Specialist



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

January 11, 2012

REPLY TO
ATTENTION OF
Operations
Regulatory (2010-04360-SEK)

Mr. Robert Phillips
City of Madison
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53703

Dear Mr. Phillips:

We have reviewed information about a City of Madison permit application to discharge dredged and fill material in abutting wetlands and tributaries of Lake Mendota in order to reroute two manmade stormwater ditches into two new stormwater detention ponds and restore the ditch areas to previously existing grades. The project would result in the permanent loss of the segments of ditches located in uplands - approximately 1.02 acres in total. The project would temporarily impact 3.59 acres of wetlands for the necessary earthwork to restore wetlands along the segments of the ditches in Cherokee Marsh and also to bury an overflow pipe from the western stormwater detention pond to a third tributary to the west. The purpose of the project is to treat urban stormwater runoff that currently enters Lake Mendota untreated and to restore wetlands in Cherokee Marsh. The project is located in Sec. 34, T. 5N. R. 8E., Dane County, Wisconsin.

This work is authorized **PROVIDED YOU OBTAIN CONFIRMATION THAT SECTION 401 WATER QUALITY CERTIFICATION HAS BEEN GRANTED OR WAIVED FOR THE PROJECT** from the Wisconsin Department of Natural Resources. This authorization is issued under the provisions of LOP-06-WI.

The authorized work is shown on the enclosed drawings labeled "2010-04360-SEK," Page 1 of 4 through Page 4 of 4, and are hereby incorporated as part of this **Letter of Permission**.

The following special conditions are part of this authorization:

1. Destruction or alteration of wetlands other than the impacts authorized under this permit is prohibited. Prior to any land disturbance at the site, the wetland areas that are to remain undisturbed shall be clearly marked in the field so that boundaries are visible to equipment operators. Acceptable forms of marking include orange construction fencing or flagging at eye level at intervals no greater than 25 feet along the wetland boundary. Pin flags or other markings at ground level are not acceptable methods.

Operations - Regulatory (2010-04360-SEK)

2. To prevent the spread of non-native and/or invasive plant species, the permittee shall ensure that equipment used at all wetland and waterway crossings is cleaned before arriving on site. Wash water shall not be discharged into any wetland, waterway, or any other surface water conveyances.
3. The permittee shall prevent sediment laden water from entering wetlands/waters not otherwise authorized to be impacted by this permit. Appropriate erosion and siltation controls shall be used and maintained in effective operating condition during construction, and all exposed soil and other fills shall be permanently stabilized at the earliest practicable date. This should be done in accordance with the Wisconsin Construction Site Handbook (BMPs) and/or any Wisconsin Department of Natural Resources (WDNR) technical standards, and/or site-specific erosion control plan approved by the WDNR.
4. The following condition applies to wetland areas only: Soil exposed from April 1 to October 15 shall be seeded with a native wetland seed mix within 7 days after earthwork is complete on that area of the project. Soil exposed from October 15 to April 1 shall be seeded with a native wetland seed mix prior to April 1 or within 7 days after work is complete, whichever is later.
5. You are responsible for insuring that whoever performs, supervises, or oversees any portion of the physical work associated with the construction of the project has a copy of, is familiar with, and complies with all the terms and conditions of this permit.

If your project will require off-site fill material that is **not** obtained from a licensed commercial facility, you must notify us at least five working days before start of work. A cultural resources survey may be required if a licensed commercial facility is not used.

This action is based upon the recommendation of the Chief of Engineers and under the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344). The authorization is subject to the enclosed General and Standard Conditions.

The time limit for completing this authorized work ends three years from the date of this letter.

This Federal authorization does not obviate the need to obtain other Federal, state or local authorizations required by law.

This letter contains an initial proffered permit and an approved jurisdictional determination (JD) for your project. Also enclosed is a Notification of Administrative Appeal Options and Process (NAP) fact sheet and Request for Appeal (RFA) form for information regarding your right to object to these determinations.

If you object to the terms and/or conditions of this initial proffered permit, please see Section I-A. You must complete Section II of the RFA and submit it to the **District Engineer** in accordance with 33 C.F.R. Part 331. Your objections to the initial proffered permit must be

Operations - Regulatory (2010-04360-SEK)

received by the **St. Paul District Office** within 60 days of the date of the NAP or you will forfeit your right to appeal the permit.

If you wish to appeal the approved jurisdictional determination, please see Section I-D. To appeal this approved JD you must complete Section II of the RFA form and submit it to the **Mississippi Valley Division Engineer** within 60 days of the date of the NAP.

Before accepting the RFA, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 C.F.R. § 331.5, and that it has been received by the District or Division Office within 60 days of the date of the NAP.

It is not necessary to submit an RFA form to the Corps District or Division Office if you do not object to the initial proffered permit or the approved jurisdictional determination enclosed with this letter.

If you have any questions, contact Simone Kolb in our Waukesha office at (262) 717-9539. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,



for Michael J. Price
Colonel, Corps of Engineers
District Engineer

Enclosures: (drawings 1-3, appeal form, jurisdictional determination, LOP-06-WI conditions)

Copy furnished to: WDNR, Cami Peterson



Construction • Geotechnical
Consulting Engineering/Testing

February 22, 2010
C09028-48

Mr. Corey Steljes
City of Madison Engineering Dept.
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3345

Re: Geotechnical Exploration Report
Proposed Cherokee Ponds
Madison, Wisconsin

Dear Mr. Steljes:

Construction • Geotechnical Consultants, Inc. (CGC) has completed the subsurface exploration for the above-referenced project. The primary purpose of this exploration was to identify surficial soils within an area of three proposed ponds. Two copies of this report are provided for your use, and additional copies can be provided upon request.

PROJECT DESCRIPTION

We understand the proposed project would include installing three ponds between School Road and Commanche Way to the north of Wheeler Road. It is our understanding the ponds would serve as sedimentation basins for stormwater runoff prior to entering the Yahara River watershed. Additional details of pond construction including depth are unknown at this time.

SUBSURFACE EXPLORATION

The subsurface conditions in the area of proposed construction were explored by drilling 11 Standard Penetration Test (SPT) borings to depths of 20 ft below ground surface at various locations throughout the proposed project area. The boring locations were determined and staked in the field by the City of Madison. The borings were performed by Badger State Drilling (under subcontract to CGC) on February 3 to 8, 2010, using an all-terrain drill rig. The specific procedures used for drilling and sampling are described in Appendix A.

SITE CONDITIONS

The subsurface profile revealed by the borings is significantly variable. Generalized soil profiles at each of the three pond locations can be summarized (in descending order) as:



Mr. Corey Steljes
City of Madison Engineering Dept.
February 22, 2010
Page 2

Pond #1 (Borings 9 to 11 apply)

- 3 to 6 in. of **topsoil** (the top portion of 3 ft of clayey fill present at B10)
- 10 to 19 ft of lean **clay** (sandwiching 1 to 4 ft of silt at B9 and B10 or two interbedded 5 ft layers of silty sand at B11)

Pond #2 (Borings 7 and 8 apply)

- 2 to 3 in. of **topsoil**
- 3 to 10 ft of lean **clay**
- 10 to 12 ft of **sand** with variable silt contents

Pond #3 (Borings 1 to 6 apply)

The soils encountered at B1-B6 exhibit significant variability such that a soil profile for the pond area cannot be adequately generalized. Various soil types include topsoil, sandy to clayey fill, natural clay and natural sand with varying percentages of silt, clay and gravel.

Note groundwater was encountered between 3 and 9 ft below ground surface at all of the boring locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, adjacent Cherokee Lake/Yahara River stages, etc. For a more detailed description of the site soil and groundwater conditions please refer to the boring logs attached in Appendix B.

Pond Construction

Pond depth and other related construction items were unavailable at the time of this submittal. In our opinion, the pond should be designed with a minimum 2-ft thick clay liner if it is desired to maintain a somewhat constant water surface elevation independent of natural groundwater level fluctuations. Should water level fluctuations not be an important element pertaining to pond design/performance, then the pond could simply be cut to depth with a backhoe without subsequent liner construction. We recommend that temporary shallow monitoring wells be installed to further evaluate existing groundwater levels, which could greatly influence pond constructability.

If the chosen option, we recommend that construction of clay liners involve the placement of three lifts of clay that are compacted to a minimum 90% using modified Proctor methods (ASTM D1557). The final thickness of the liner should be a minimum of 2 feet after compaction and final grading. Note that many of the borings encountered clay at relatively shallow depths. The more

Mr. Corey Steljes
City of Madison Engineering Dept.
February 22, 2010
Page 3

favorable location(s) for clay borrow material appear to be near Borings 2, 4, 6, 10 and 11. Clays present at some of the other borings appear less desirable due to greater sand and gravel contents as well as softer consistencies. The final liner thickness may include "credit" of native clay for the lower 1 ft to achieve the ultimate goal of a 2-ft thick liner (which is dependent on field confirmation at the time of construction). The variable fill materials containing sand and clay, as well as native sands are not suitable pond liner material.

Depending on overall depth and the relationship to natural groundwater, dewatering will likely be needed during construction *and afterward until the pond is filled*. CGC can elaborate on construction methodology upon request when additional pond details become available.

CLOSING REMARKS


We wish to reiterate that dewatering will likely be necessary during pond construction due to the presence of groundwater. Other information regarding this report and its limitations is included in Appendix C. It has been a pleasure to serve you on this project. If you have any questions or need additional consultation, please contact us.

Sincerely,

CGC, INC.



Eric S. Fair
Staff Geologist



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

Encl: Appendix A - Field Exploration
Appendix B - Soil Boring Location Map
Logs of Test Borings (11)
Log of Test Boring-General Notes
Unified Soil Classification System
Appendix C - Document Qualifications

cc: Ms. Janet Pien, City of Madison Engineering Division (pdf only)

APPENDIX A

FIELD EXPLORATION

APPENDIX A

FIELD EXPLORATION

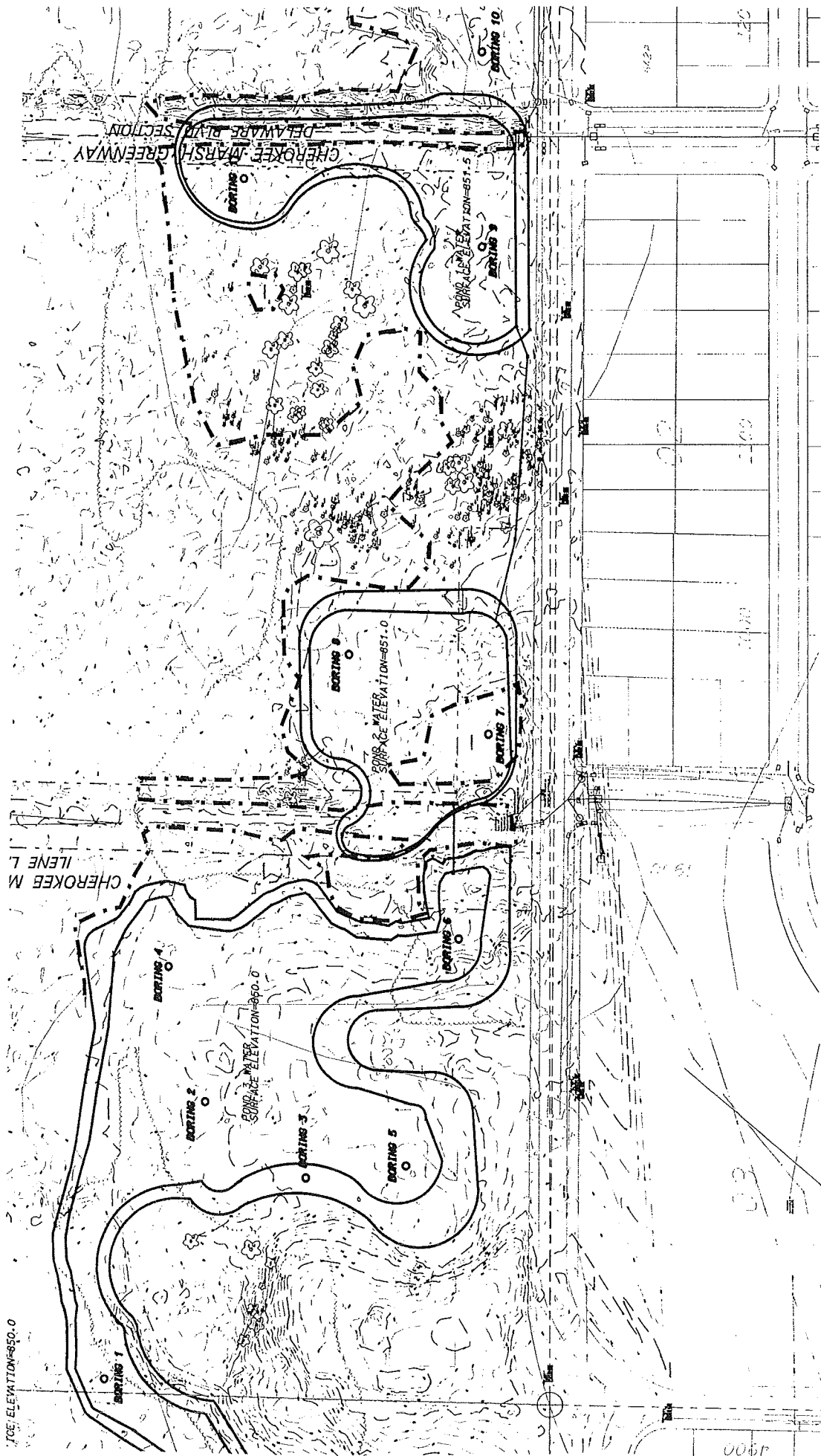
The subsurface conditions in the areas of the proposed pond construction were explored by drilling 11 SPT soil borings to depths of 20 ft at locations determined by the City of Madison and are shown in plan on the soil boring location map presented in Appendix B.

The soil borings were performed by Badger State Drilling using an all-terrain, rotary CME 750 drill rig. The SPT 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, the driller visually classified the soil and prepared a field log. *Field screening of the samples for possible environmental contaminants was not conducted by the drillers, as such activities were not part of CGC's work scope.* Water level observations were made in each boring during (and after when possible) drilling and are shown at the bottom of each boring log. Upon completion of drilling, the borings were backfilled with bentonite in accordance with WDNR regulations, and the soil samples were delivered to our laboratory for visual classification and possible laboratory testing. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System. The final logs prepared by the engineer and a description of the Unified Soil Classification System are presented in Appendix B.

APPENDIX B

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (11)
LOG OF TEST BORING - GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



Legend

○ Denotes Boring Location (approximate)



Notes

1. Soil borings drilled by Badger State Drilling in February 2010

SOIL BORING LOCATION MAP
 Cherokee Ponds
 Madison, Wisconsin

CGC, Inc.

APP'D: MNS

Date: 2/10

C09028-48

DWN: -



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C09028-48
 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.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	12 in. Black TOPSOIL (OL) (Possible Fill)					
1	12	M	5	5	Loose, Brown Fine SAND, Little to Some Silt (SP-SM/SM) (Possible Fill)					
2	10	M	5	5	Stiff, Gray-Brown Mottled Lean CLAY (CL)	(1.3)				
3	12	M	6	6		(1.7)				
4	14	W	10	10	Loose to Medium Dense, Gray Fine SAND, Some Silt (SM)					
5	8	W	9	15	Loose to Medium Dense, Brown Fine SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)					
6	10	W	14	20						
					End Boring at 20 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 2/4/10 End 2/4/10
 Driller Badger Chief DS Rig CME-750
 Logger JR Editor ESF
 Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C09028-48
 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	LI
					0	4 in. Black TOPSOIL (OL)					
1	█	12	M	6	1	Very Stiff to Stiff, Brown Lean CLAY (CL)	(2.2)				
2	█	16	M	9	5		(1.7)				
3	█	4	M	20	7	Medium Stiff at 7 ft	(0.9)				
4	█	18	W	9	10	Loose, Brown Fine SAND, Trace Silt (SP)					
5	█	14	W	17	13	Very Stiff, Brown Silty CLAY (CL-ML)	(3.2)				
6	█	12	W	13	15	Occasional Lenses and Seams of Fine Sand and Silty Fine Sand					
7	█	12	W	27	18	Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
8	█	12	W	25	20	Medium Dense, Brown Sandy SILT (ML)					
					20	End Boring at 20 ft					
					25	Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	5.0'	Upon Completion of Drilling		Start	2/4/10	End	2/4/10	
Time After Drilling					Driller	Badger	Chief	DS	Rig CME-750
Depth to Water				∇	Logger	JR	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.									



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C09028-48
 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
					0	FILL: Brown Topsoil to 0.25 ft Brown Sand with Trace of Silt and Gravel to 2.5 ft Brown Clay with Sand and Gravel to 4.5 ft				
1	█	6	M	16	0.25					
2	█	10	M	16	2.5					
					5	Medium Dense to Dense, Brown Fine to Coarse SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)				
3	█	10	W	16	5					
					10	Occasional layers of sand and gravel (SP/GP)				
4	█	10	W	42	10					
5	█	10	W	50	15					
6	█	10	W	27	15					
7	█	10	W	23	20					
8	█	6	W	22	20					
					20	End Boring at 20 ft Borehole backfilled with bentonite chips				
					25					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	6.0'	Upon Completion of Drilling	_____	Start	2/3/10	End	2/3/10	
Time After Drilling	_____	_____	_____	_____	Driller	Badger	Chief	DS	Rig CME-750
Depth to Water	_____	_____	_____	_____	Logger	JR	Editor	ESF	
Depth to Cave in	_____	_____	_____	_____	Drill Method	3 7/8 RB			
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>									



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 4
 Surface Elevation (ft) _____
 Job No. C09028-48
 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	LI
					0	3 in. Dark Brown Clayey TOPSOIL (OL)					
1		10	M	10	10	Very Stiff, Brown Mottled Lean CLAY (CL)	(2.2)				
2		14	W	9	14	Loose, Brown Fine to Medium SAND, Some Silt (SM)					
3		18	W	12	18	Stiff to Very Stiff, Gray Sandy Lean CLAY, Little to Some Gravel (CL)	(2.0)				
4		18	W	8	22		(1.1)				
5		14	W	17	26	Medium-Stiff with Lenses of Clayey Sand at 12 ft	(0.7)				
6		14	W	18	30	Medium Dense to Dense, Light Brown Sandy SILT (ML)					
7		16	W	31	38	Occasional lenses and seams of silty sand or lean clay	(3.5)				
8		10	W	44	44	Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
					20	End Boring at 20 ft					
						Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 5.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 2/4/10 End 2/4/10
 Driller Badger Chief DS Rig CME-750
 Logger JR Editor ESF
 Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 5
 Surface Elevation (ft) _____
 Job No. C09028-48
 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	LI
						FILL: Brown to Black Topsoil to 0.25 ft					
1		2	M	5		Brown Fine Sand, Trace Silt to 3 ft					
						Brown Sand with Gravel to 8 ft					
2		6	M	33							
					5						
3		6	M	18							
					10	Very Loose to Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
4		12	W	2							
					15						
5		12	W	11							
					20	Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
6		12	W	21							
					25	End Boring at 20 ft Borehole backfilled with bentonite chips					
7		12	W	25							
					25						
8		12	W	26							

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	<u>7.0'</u>	Upon Completion of Drilling	_____	Start	<u>2/4/10</u>	End	<u>2/4/10</u>	
Time After Drilling	_____	_____	_____	_____	Driller	<u>Badger</u>	Chief	<u>DS</u>	Rig <u>CME-750</u>
Depth to Water	_____	_____	_____	_____	Logger	<u>JR</u>	Editor	<u>ESF</u>	
Depth to Cave in	_____	_____	_____	_____	Drill Method	<u>2 1/4" HSA</u>			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 6
 Surface Elevation (ft) _____
 Job No. C09028-48
 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
					0	8 in. Dark Brown Clayey TOPSOIL (OL)				
1	█	4	M	4	4	Stiff, Brown/Gray Mottled Lean CLAY, Trace to Little Sand and Gravel (CL)				
					5					
2	█	12	M	6	6	(1.3)				
					10					
3	█	15	M	5	5	(1.1)				
					15					
4	█	14	W	4	4	Loose, Gray Clayey Fine to Medium SAND, Little to Some Gravel (SC)				
					10					
5	█	6	W	21	21	Loose to Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
					15					
6	█	12	W	19	19	Medium Dense, Gray Silty Fine to Medium SAND, Some Gravel (SM)				
					20	End Boring at 20 ft				
					25	Borehole backfilled with bentonite chips				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling ∇ <u>7.5'</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>1/4 hr</u> Depth to Water _____ <u>5.0'</u> ∇ Depth to Cave in _____	Start <u>2/5/10</u> End <u>2/5/10</u> Driller <u>Badger</u> Chief <u>DS</u> Rig <u>CME-750</u> Logger <u>JR</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 7
 Surface Elevation (ft) _____
 Job No. C09028-48
 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		6	M	0	2 in. TOPSOIL (OL) Soft to Very Soft, Black Organic CLAY (CL)	(0.25)				
2		18	W	2	Very Soft, Gray Lean CLAY (CL)	(0.4)				
3		18	W	1		(0.4)				
4		18	W	9	Medium Stiff with Some Sand at 9 ft	(0.75)				
5		10	W	18	Medium Dense, Gray Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)					
6		8	W	18	4 in. Seam of Stiff, Gray Lean lay at 18.5 ft Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)	(1.5)				
					End Boring at 20 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 3.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 2/5/10 End 2/5/10
 Driller Badger Chief DS Rig CME-750
 Logger JR Editor ESF
 Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 8
 Surface Elevation (ft) _____
 Job No. C09028-48
 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.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					3 in. Black TOPSOIL (OL)					
1	13	M	11		Stiff, Brown Lean CLAY, Little to Some Gravel (CL)	(1.4)				
2	14	M	15		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)					
3	3	W	17		Medium Dense, Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
4	12	W	16		Occasional Lenses and Seams of Sandy Silt and Sandy Lean Clay					
5	14	W	8		Loose, Gray Fine SAND, Some Silt, Clay and Gravel (SM/SC)					
6	15	W	11		Medium Stiff to Stiff, Gray Lean CLAY (CL)	(1.0)				
					End Boring at 20 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 6.0' Upon Completion of Drilling _____
 Time After Drilling _____ 1/4 hr
 Depth to Water _____ 5.5' ∇
 Depth to Cave in _____

Start 2/5/10 End 2/5/10
 Driller Badger Chief DS Rig CME-750
 Logger JR Editor ESF
 Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project Cherokee Ponds

Location Madison, Wisconsin

Boring No. 9

Surface Elevation (ft) _____

Job No. C09028-48

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 (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	3 in. Black TOPSOIL (OL) (Possible Fill) Stiff, Dark Brown Mottled Lean CLAY (CL) (Possible Fill)				
1	-	14	M	5	1					
					5	Medium Stiff, Dark Brown to Black Lean CLAY (CL) (Possible Buried Topsoil)				
2	-	12	M	5	5					
					7	Loose to Medium Dense, Light Brown SILT, Some Sand (ML) Very Stiff, Light Brown to Gray Lean CLAY (CL)				
3	-	14	W	7	7					
					10					
4	-	16	W	10	10					
					15					
5	-	18	W	15	15					
					20	End Boring at 20 ft Borehole backfilled with bentonite chips				
6	-	18	W	11	20					
					25					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling ∇ <u>6.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>2/8/10</u> End <u>2/8/10</u> Driller <u>Badger</u> Chief <u>DS</u> Rig <u>CME-750</u> Logger <u>JR</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 10
 Surface Elevation (ft) _____
 Job No. C09028-48
 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	LI
					0.25	FILL: Dark Brown Topsoil to 0.25 in.					
1		6	M	16	0.75	Brown Clay with Little Sand and Gravel to 3.5 ft	(1.8)				
2		12	M	14	1.25	Very Stiff to Stiff, Gray Mottled Lean CLAY	(2.25)				
3		12	M	8	1.75		(1.6)				
4		18	W	25	2.25	Medium Dense, Light Brown SILT, Some Clay (ML)	(2.7)				
5		18	W	13	2.75	Stiff to Very Stiff, Gray Lean CLAY (CL)	(1.7)				
6		18	W	11	3.25		(2.4)				
					20	End Boring at 20 ft					
					25	Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 9.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 2/8/10 End 2/8/10
 Driller Badger Chief DS Rig CME-750
 Logger JR Editor ESF
 Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project Cherokee Ponds
 Location Madison, Wisconsin

Boring No. 11
 Surface Elevation (ft) _____
 Job No. C09028-48
 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
					6 in. Black TOPSOIL (OL)					
1		6	M	6	Stiff, Brown Lean CLAY (CL)	(1.3)				
2		12	M	8	Loose to Medium Dense, Brown Fine to Medium Sand, Some Silt (SM)					
3		18	M	19	Occasional Seams of Sand with Trace to Little Silt					
4		18	W	25	Stiff, Gray Lean CLAY (CL)	(1.4)				
					Medium Dense, Gray Fine SAND, Some Silt (SM)					
5		18	W	13	Medium Stiff to Stiff, Gray Lean CLAY (CL)					
6		18	W	11		(1.0)				
					End Boring at 20 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 4.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 2/8/10 End 2/8/10
 Driller Badger Chief DS Rig CME-750
 Logger JR Editor ESF
 Drill Method 2 1/4" HSA

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

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

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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.

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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

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

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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.

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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"/>	Rofer & 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

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS

Contract Number: 6900

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. ESTM-58270-810384-00-53W1101					
10701	TRAFFIC CONTROL	1.00	LS		\$ -
10911	MOBILIZATION	2.00	EA		\$ -
20101	EXCAVATION CUT	109,788.00	CY		\$ -
20202	FILL	8,918.00	CY		\$ -
20218	CLEAR STONE	260.00	TON		\$ -
20221	4" TOPSOIL REDISTRIBUTION	26,000.00	SY		\$ -
20232	EXTRA HEAVY RIPRAP	125.00	TON		\$ -
20233	HEAVY RIPRAP FILTER FABRIC	250.00	SY		\$ -
20313	REMOVE INLET	3.00	EA		\$ -
20314	REMOVE PIPE	57.00	LF		\$ -
20315	REMOVE EX BOX CULVERT	40.00	LF		\$ -
20315	REMOVE EX BOX CULVERT WINGWALLS	1.00	LS		\$ -
20322	REMOVE CONCRETE CURB & GUTTER	80.00	EA		\$ -
20706	MIXED PRAIRIE SEEDING	17,271.00	SY		\$ -
20707	DETENTION BASIN SEEDING	8,642.00	SY		\$ -
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1.00	LS		\$ -
21002	EROSION CONTROL INSPECTION	17.00	EA		\$ -
21011	CONSTRUCTION ENTRANCE	2.00	EA		\$ -
21013	CLEAR STONE BERM FOR EROSION CONTROL	3.00	EA		\$ -
21013	STREET SWEEPING	1.00	LS		\$ -
21022	SILT FENCE - PROVIDE, INSTALL & MAINTAIN	5,536.00	LF		\$ -

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS

Contract Number: 6900

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
21023	SILT FENCE - REMOVE & RESTORE	5,536.00	LF		\$ -
21046	INLET PROTECTION, TYPE D MODIFIED - PROVIDE & INSTALL	14.00	EA		\$ -
21047	INLET PROTECTION, TYPE D MODIFIED - MAINTAIN	14.00	EA		\$ -
21048	INLET PROTECTION, TYPE D MODIFIED - REMOVE	14.00	EA		\$ -
21061	EROSION MATTING, CLASS I, URBAN TYPE A	26,000.00	SY		\$ -
30201	TYPE "A" CONCRETE CURB & GUTTER	80.00	EA		\$ -
50211	SELECT BACKFILL FOR STORM SEWER	2,614.00	TF		\$ -
50226	UTILITY TRENCH PATCH TYPE III	50.00	TF		\$ -
50418	36 INCH STORM SEWER PIPE	2,352.00	LF		\$ -
50420	48 INCH STORM SEWER PIPE	262.00	LF		\$ -
50451	45 DEG 36" STORM SEWER BEND	3.00	EA		\$ -
50468	36 INCH RCP AE	10.00	EA		\$ -
50470	48 INCH RCP AE	2.00	EA		\$ -
50499	CONCRETE COLLAR	12.00	EA		\$ -
50608	36 INCH RCP AE GATE	10.00	EA		\$ -
50610	48 INCH RCP AE GATE	2.00	EA		\$ -
50725	5'X5' STORM SAS	2.00	EA		\$ -
50728	12'x5' SEWER ACCESS STRUCTURE	1.00	EA		\$ -
50741	TYPE "H" INLET	2.00	EA		\$ -
50802	CONCRETE SUPPORTS	10.00	EA		\$ -
90031	SITE DEWATERING	1.00	LS		\$ -
90032	HAULING & OFF SITE DISPOSAL	100,823.00	CY		\$ -
90033	CLEARING & GRUBBING	1.00	LS		\$ -
90034	STORM CONTROL	1.00	LS		\$ -

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS

Contract Number: 6900

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
90035	POLYMER STABILIZATION	13,000.00	SY		\$ -
90036	POLYMER SETTLING	30.00	LB		\$ -
90038	CLAY LINING PLACEMENT	2,841.00	CY		\$ -
90039	ACCESS PATH PERMANENT	1,300.00	LF		\$ -
90040	ACCESS PATH GRADING ONLY	1,340.00	LF		\$ -
90041	IMPROVE ACCESS PATH	1,000.00	LF		\$ -
90042	CONSTRUCTION SURVEYING	1.00	LS		\$ -
90043	SHORELINE BARRIER TYPE I	2,343.00	LF		\$ -
90044	CONSTRUCTION FENCING	1,450.00	LF		\$ -
					\$ -
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:

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS CONTRACT NO. 6900

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:

CHEROKEE MARSH STORMWATER MANAGEMENT PONDS CONTRACT NO. 6900

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 Contractor 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.

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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

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:

**CHEROKEE MARSH STORMWATER MANAGEMENT PONDS
CONTRACT NO. 6900**

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 7, 2012

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

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/13/2012

PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS.-CITY OF MADISON
MADISON CITY, DANE COUNTY, WI
Determination No. 201200105

PROJECT OWNER:

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

REQUESTER:

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

ADDITIONAL CONTACT:

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

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

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

Enclosures

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

ISSUED BY:

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

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

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/13/2012

DETERMINATION NUMBER: 201200105

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2012. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING 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:	<p>Time and one-half must be paid for all hours worked:</p> <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. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
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.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable 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.

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

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>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	29.06	15.16	44.22
102	Bollermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.26	16.60	48.86
104	Cabinet Installer	29.06	15.16	44.22
105	Carpenter	29.06	15.16	44.22
106	Carpet Layer or Soft Floor Coverer	29.06	15.16	44.22
107	Cement Finisher	32.03	15.13	47.16
108	Drywall Taper or Finisher	26.10	13.65	39.75
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.55	18.68	51.23
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	25.50	0.26	25.76
112	Fire Sprinkler Fitter	36.39	16.75	53.14
113	Glazier	36.23	11.22	47.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.90	19.11	50.01
117	Lather	29.06	15.16	44.22

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
118	Line Constructor (Electrical)	35.97	18.08	54.05
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48.86
121	Metal Building Erector	22.00	4.11	26.11
122	Millwright	30.66	15.21	45.87
123	Overhead Door Installer	18.00	4.86	22.86
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
127	Pipeline Fuser or Welder (Gas or Utility)	29.54	18.84	48.38
129	Plasterer	29.03	15.16	44.19
130	Plumber	36.20	15.02	51.22
132	Refrigeration Mechanic Future Increase(s); Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56
133	Rofer or Waterproofer	28.06	0.00	28.06
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter Future Increase(s); Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56
137	Teledata Technician or Installer	21.26	6.99	28.25
138	Temperature Control Installer	32.55	18.68	51.23
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher Future Increase(s); Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	23.77	16.00	39.77
142	Tile Setter Future Increase(s); Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	29.71	16.00	45.71
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	25.32	15.30	40.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
147	Siding Installer	16.74	2.58	19.32
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

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	18.00	6.98	24.98
203	Three or More Axle Future Increase(s): Add \$1.57/hr on 6/1/2012.	18.00	13.83	31.83
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	18.00	13.68	31.68

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 Future Increase(s): Add \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.14	13.45	37.59
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Landscaper	17.00	6.36	23.36
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.39	12.20	32.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	31.89	14.44	46.33
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO).	37.45	19.45	56.90

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> \$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

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> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

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). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
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.	35.59	19.10	54.69
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. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	30.32	17.40	47.72
516	Fiber Optic Cable Equipment	22.00	7.27	29.27

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
111	Fence Erector	25.50	0.26	25.76
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.31	22.22	53.53
118	Line Constructor (Electrical)	35.97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
130	Plumber	36.20	15.02	51.22
135	Steamfitter	39.90	15.76	55.66
137	Teledata Technician or Installer	21.26	6.99	28.25

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>
		\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

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	23.00	8.64	31.64
203	Three or More Axle	21.17	9.51	30.68
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21.17	9.51	30.68

LABORERS

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 \$.70/hr. on 06/04/2012; Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.28	13.44	38.72

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> \$
303	Landscaper	17.00	6.36	23.36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

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> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or 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; Travelling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; 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.	30.89	17.16	48.05
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.19	17.96	47.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01

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.	26.80	18.52	45.32
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

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

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> \$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
105	Carpenter	30.23	15.16	45.39
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician	37.25	14.68	51.93
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	28.00	11.15	39.15
125	Pavement Marking Operator	26.65	14.92	41.57
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	14.07	39.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
-----	---	-------	-------	-------

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 Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.35	16.19	38.54
203	Three or More Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	24.91	15.63	40.54
205	Pavement Marking Vehicle	23.84	14.76	38.60
206	Shadow or Pilot Vehicle	24.76	15.35	40.11
207	Truck Mechanic	24.91	15.35	40.26

LABORERS

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 6/1/2012; 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. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	23.55	13.45	37.00

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>
		\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

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>
		\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12

532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62
-----	--	-------	-------	-------

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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Holst; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; 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 \$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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (Including prep time prior to and/or cleanup after such time period).</p>	33.22	18.90	52.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint 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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.96	18.90	51.86
535	<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); 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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.67	18.90	51.57
536	Fiber Optic Cable Equipment.	22.00	7.27	29.27
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	26.80	18.52	45.32

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter	29.06	15.16	44.22
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.74	17.86	46.60
111	Fence Erector	25.50	0.26	25.76
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
133	Rofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32

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> \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

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	15.00	0.00	15.00
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
206	Shadow or Pilot Vehicle	15.00	0.00	15.00
207	Truck Mechanic	19.50	4.97	24.47

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	26.15	12.29	38.44
303	Landscaper	23.71	15.07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

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> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
542	Backhoe (Track Type) 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

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	<p>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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.22	18.90	52.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; 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.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

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

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> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.96	52.58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

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>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
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>	31.52	17.89	49.41
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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
556	Fiber Optic Cable Equipment.	22.00	7.27	29.27

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

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>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	27.00	2.47	29.47
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason	32.00	3.00	35.00
104	Cabinet Installer	22.00	2.74	24.74
105	Carpenter	27.00	3.46	30.46
106	Carpet Layer or Soft Floor Coverer	23.95	2.78	26.73
107	Cement Finisher	21.33	4.25	25.58
108	Drywall Taper or Finisher	23.80	1.55	25.35
109	Electrician	22.00	9.18	31.18
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	17.64	4.33	21.97
112	Fire Sprinkler Fitter	36.39	16.97	53.36
113	Glazier	36.23	11.22	47.45
114	Heat or Frost Insulator	29.04	19.73	48.77
115	Insulator (Batt or Blown)	18.95	1.70	20.65
116	Ironworker	30.90	19.11	50.01
117	Lather	28.15	15.14	43.29
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48.86
121	Metal Building Erector	17.50	2.80	20.30
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	25.65	6.33	31.98
125	Pavement Marking Operator	26.00	0.00	26.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
129	Plasterer	19.00	0.29	19.29
130	Plumber	30.00	10.34	40.34
132	Refrigeration Mechanic	30.96	0.00	30.96
133	Rofer or Waterproofer	29.85	1.55	31.40
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.45	4.11	26.56
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	13.36	37.32
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	23.96	12.88	36.84
146	Well Driller or Pump Installer	15.10	12.38	27.48
147	Siding Installer	18.80	1.42	20.22

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	19.86	2.54	22.40
203	Three or More Axle	19.50	14.27	33.77
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	19.00	1.75	20.75

LABORERS

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	16.09	7.18	23.27
302	Asbestos Abatement Worker	17.00	2.21	19.21
303	Landscaper	25.00	0.54	25.54

311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
-----	--	-------	------	-------

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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> \$
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, Timbco, 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	15.37	44.82
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.	26.45	14.35	40.80

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