

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/22/2013

Contract between: Raymond P. Cattell, Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Warner Boat Launch Dredging - 2013

Contract No.: 7032  
Enactment No.: RES-13-00208  
Dollar Amount: 95,788.50

File No.: 29278  
Enactment Date: 03/20/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3/22/13	3-22-2013
Director of Civil Rights		3/27/13 mcd
Risk Manager	3-27-2013	3/27/13 KLB
Finance Director	3-28-13	3-28-13 R
City Attorney	483   3-28-13	3-28-13
Mayor	3-28-13	3-28-13

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

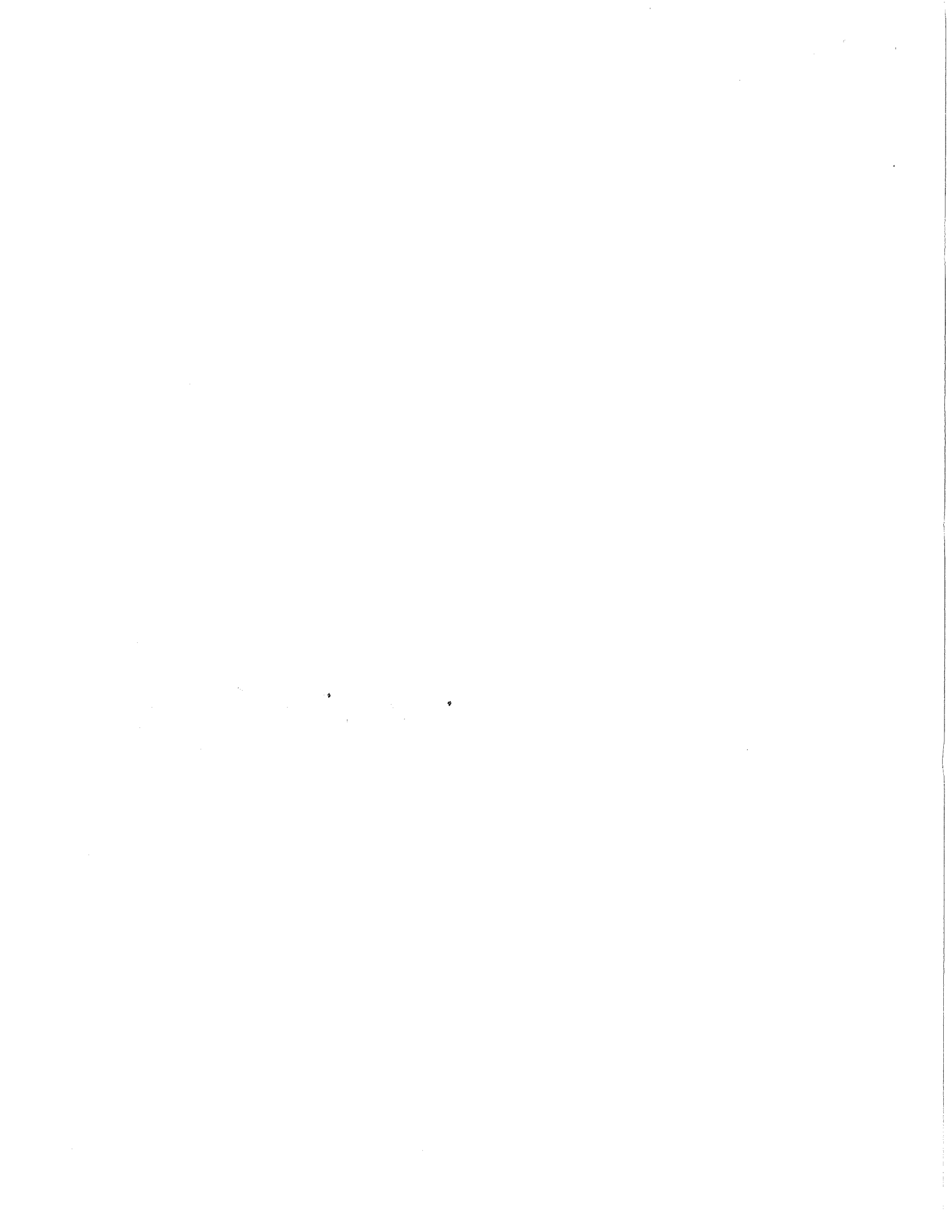
PO# 81537032

Original + 2 Copies

03/22/2013 08:32:55 enjls - Please contact Johanna or Janet at 266-4751  
when contract has been signed and is ready to continue to route.  
03/22/2013 08:33:13 enjls - Project Manager: Tom Maglio, 266-6518

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

RUSH





# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 29278**

**File ID:** 29278

**File Type:** Resolution

**Status:** Passed

**Version:** 1

**Reference:**

**Controlling Body:** BOARD OF PUBLIC WORKS

**Lead Referral:** BOARD OF PUBLIC WORKS

**Cost:**

**File Created Date :** 02/26/2013

**File Name:** Awarding Public Works Contract No. 7032, Warner Boat Launch Dredging 2013.

**Final Action:** 03/19/2013

**Title:** Awarding Public Works Contract No. 7032, Warner Boat Launch Dredging 2013.

**Notes:** Tom M.

**CC Agenda Date:** 03/19/2013

**Agenda Number:** 55.

**Sponsors:** BOARD OF PUBLIC WORKS

**Effective Date:** 03/20/2013

**Attachments:** Contract 7032.pdf

**Enactment Number:** RES-13-00208

**Author:** Rob Phillips, City Engineer

**Hearing Date:**

**Entered by:** mhacker@cityofmadison.com

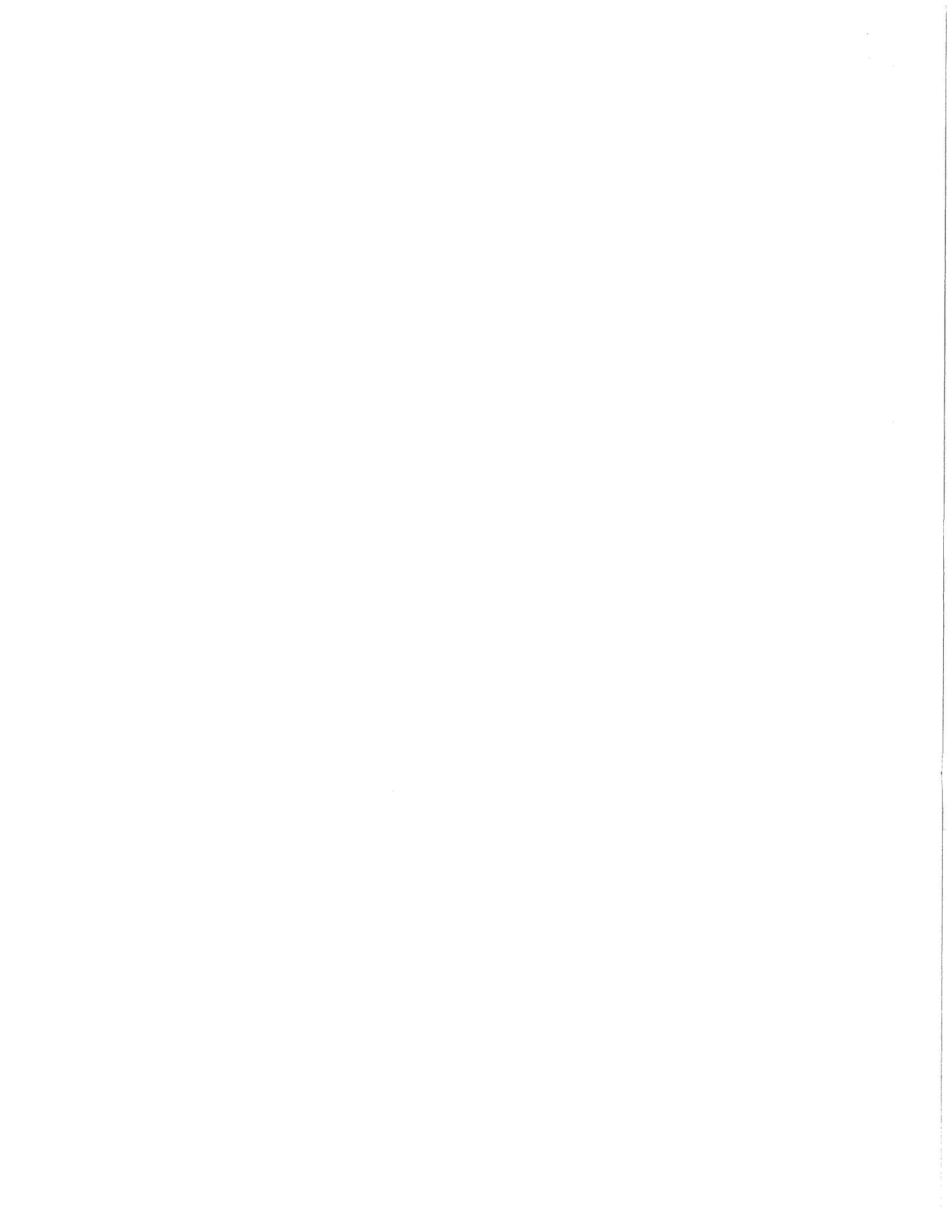
**Published Date:**

### Approval History

Version	Date	Approver	Action
1	03/08/2013	Craig Franklin	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
1	Engineering Division	02/27/2013	Refer	BOARD OF PUBLIC WORKS	03/06/2013	03/06/2013		
	<b>Action Text:</b>	This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 3/6/2013						
	<b>Notes:</b>							
1	BOARD OF PUBLIC WORKS	03/06/2013	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass	
	<b>Action Text:</b>	A motion was made by Fix, seconded by Skidmore, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						
	<b>Notes:</b>							
1	COMMON COUNCIL	03/19/2013	Adopt				Pass	



**Action Text:** A motion was made by Bidar-Sielaff, seconded by Schmidt, to Adopt. The motion passed by voice vote/other.

**Notes:**

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**Text of Legislative File 29278**

**Fiscal Note**

Budget authority is available in the Acct. Nos. listed on the attached.

**Title**

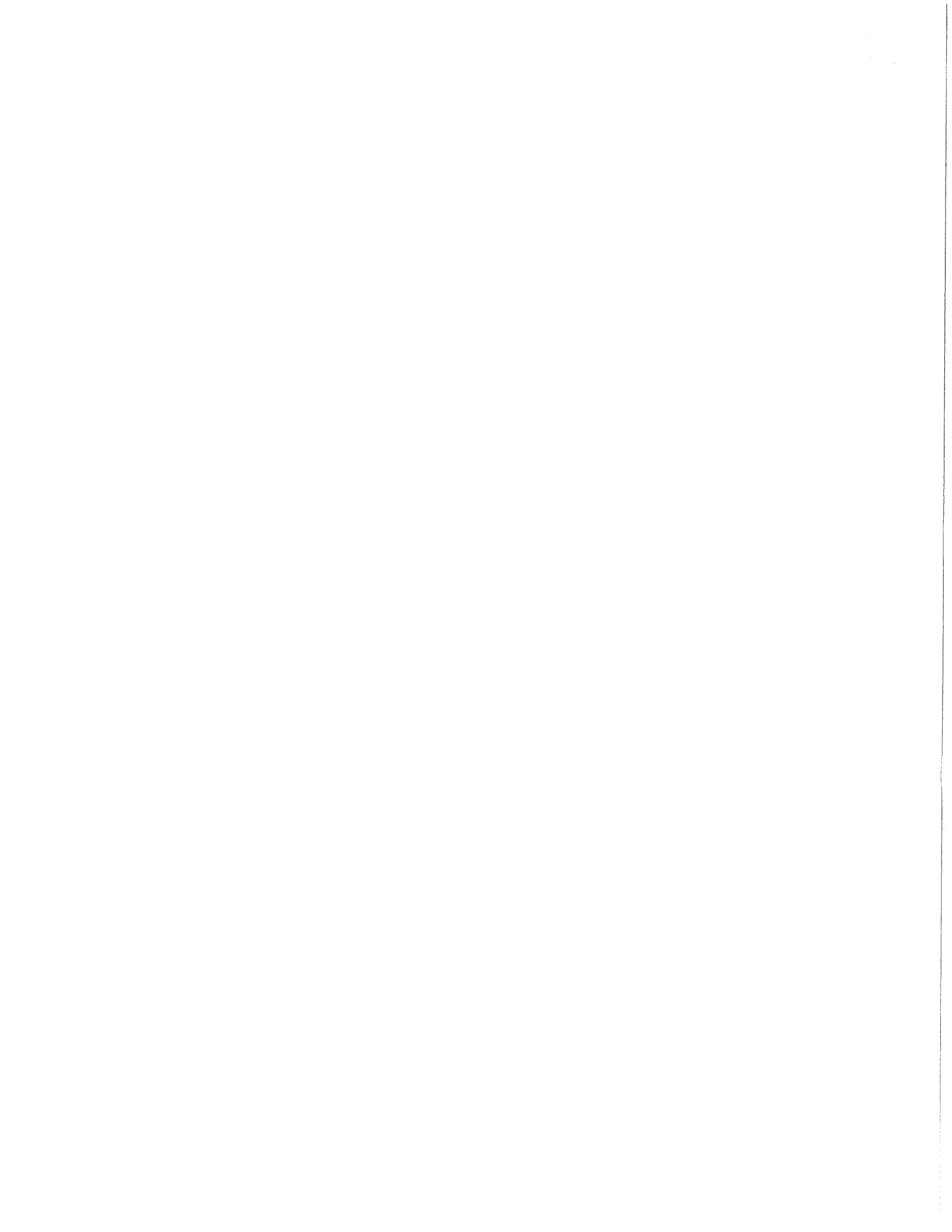
Awarding Public Works Contract No. 7032, Warner Boat Launch Dredging 2013.

**Body**

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7032) for itemization of bids.



PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7032  
WARNER BOAT LAUNCH DREDGING 2013

RAYMOND P. CATTELL, INC.

\$95,788.50

Acct. No. CL60-58201-810677-00-0000000-60368C00  
Contingency 8%±

\$95,788.50

7,661.50

GRAND TOTAL

\$103,450.00





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

Wednesday, March 20, 2013

MILLER, EILEEN ZIMMER  
MADISON WI

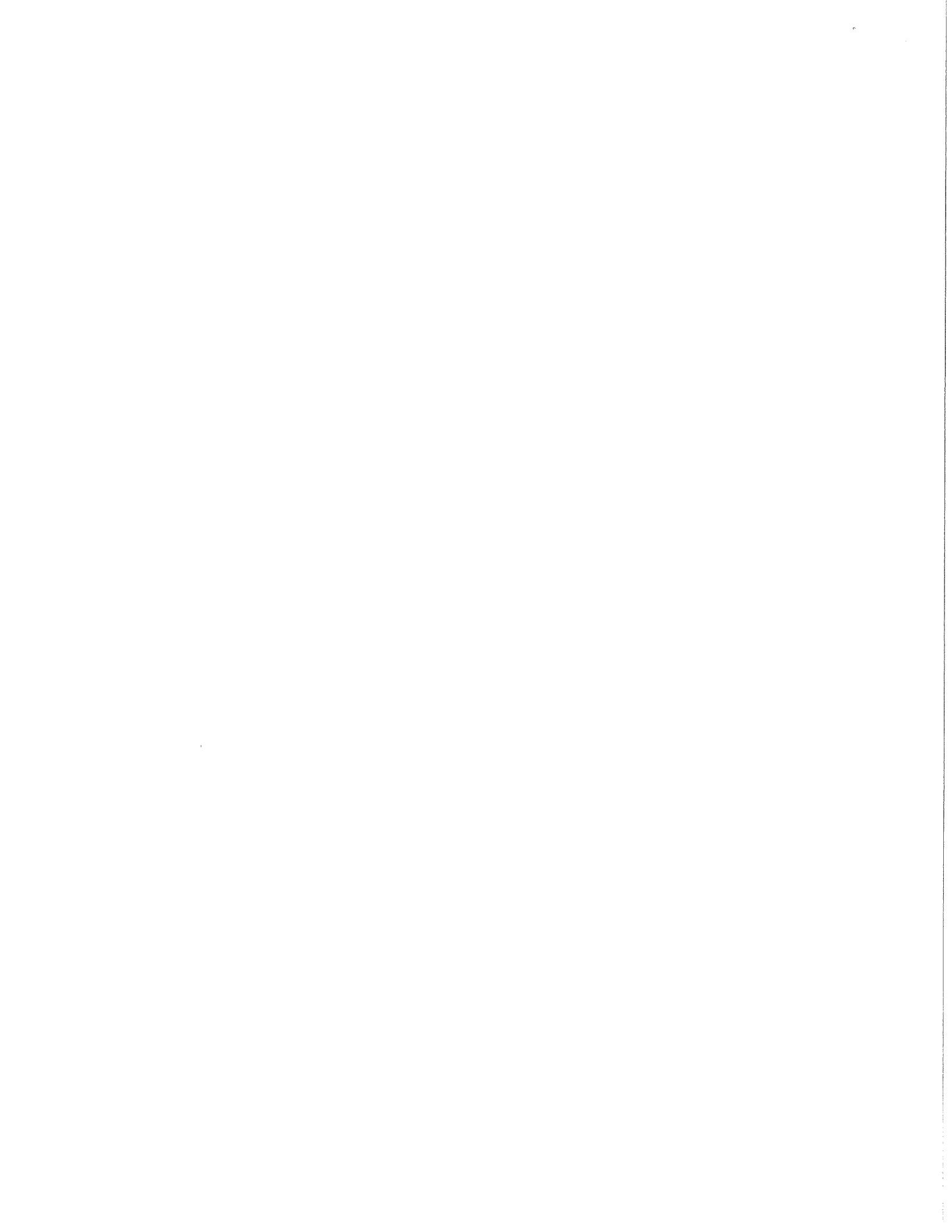
Year of Birth: 1953  
Status: Active  
License Number: 2513583  
NPN\*\*: 1461433  
Effective Date: 01-15-2008  
Expiration Date: 10-31-2013  
License Type: Resident Intermediary Indv  
CE Compliance: 10-31-2013

**Lines of Authority**

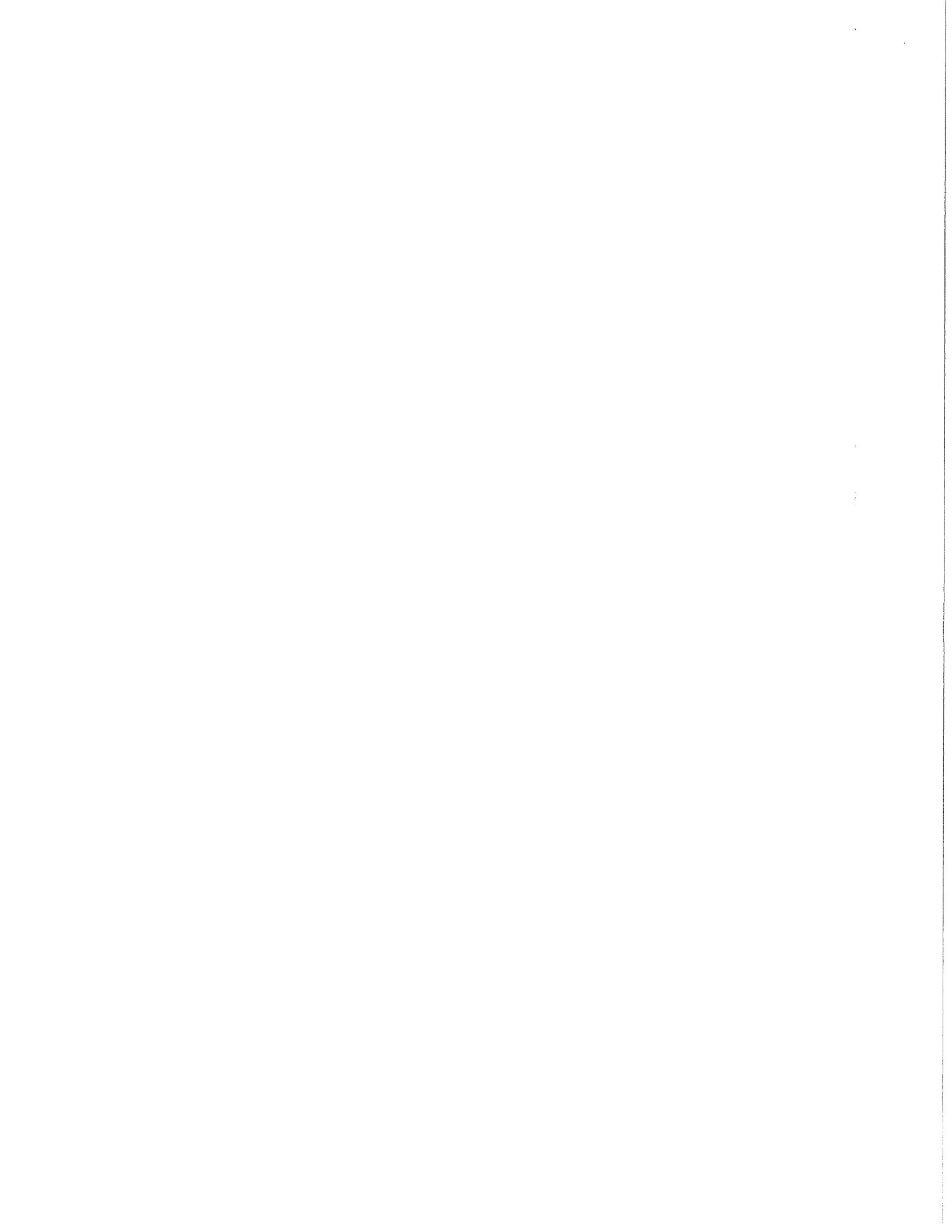
Line of Authority	Residency	Effective Date	Status
Casualty	Resident	12-07-2009	Active
	Resident	10-31-2009	Inactive
Property	Resident	01-15-2008	Active
	Resident	12-07-2009	Active
	Resident	10-31-2009	Inactive
	Resident	01-15-2008	Active

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	12-02-2010		
	PROP/Active	12-02-2010		
American Casualty Company of Reading, Pennsylvania	CAS/Active	12-03-2010		
	PROP/Active	12-03-2010		
American Economy Insurance Company	CAS/Active	12-28-2010		
	PROP/Active	12-28-2010		
American Fire and Casualty Company	CAS/Active	12-28-2010		
	PROP/Active	12-28-2010		
American Guarantee and Liability Insurance Company	CAS/Active	11-13-2012		
	PROP/Active	11-13-2012		
American States Insurance Company	CAS/Active	12-28-2010		
	PROP/Active	12-28-2010		
American Zurich Insurance Company	CAS/Active	11-13-2012		
	PROP/Active	11-13-2012		
Amerisure Insurance Company	CAS/Active	03-08-2011		
	PROP/Active	03-08-2011		



Amerisure Mutual Insurance Co	CAS/Active PROP/Active	03-08-2011 03-08-2011
Amerisure Partners Insurance Company	CAS/Active PROP/Active	05-24-2012 05-24-2012
Auto-Owners Insurance Company	CAS/Active PROP/Active	12-22-2010 12-22-2010
Bituminous Casualty Corporation	CAS/Active PROP/Active	12-07-2010 12-07-2010
Bituminous Fire and Marine Insurance Company	CAS/Active PROP/Active	12-07-2010 12-07-2010
Chubb Indemnity Insurance Company	CAS/Active PROP/Active	12-13-2010 12-13-2010
Chubb National Insurance Company	CAS/Active PROP/Active	12-13-2010 12-13-2010
Consolidated Insurance Company	CAS/Active PROP/Active	12-28-2010 12-28-2010
Continental Casualty Company	CAS/Active PROP/Active	12-03-2010 12-03-2010
Continental Insurance Company, The	CAS/Active PROP/Active	12-03-2010 12-03-2010
Continental Western Insurance Company	CAS/Active PROP/Active	12-02-2010 12-02-2010
Executive Risk Indemnity Inc.	CAS/Active PROP/Active	12-13-2010 12-13-2010
Federal Insurance Company	CAS/Active PROP/Active	12-13-2010 12-13-2010
First National Insurance Company of America	CAS/Active PROP/Active	12-28-2010 12-28-2010
General Casualty Company of Wisconsin	CAS/Active PROP/Active	12-03-2010 12-03-2010
General Insurance Company of America	CAS/Active PROP/Active	12-28-2010 12-28-2010
Great Northern Insurance Company	CAS/Active PROP/Active	12-13-2010 12-13-2010
Hawkeye-Security	CAS/Active	12-28-2010



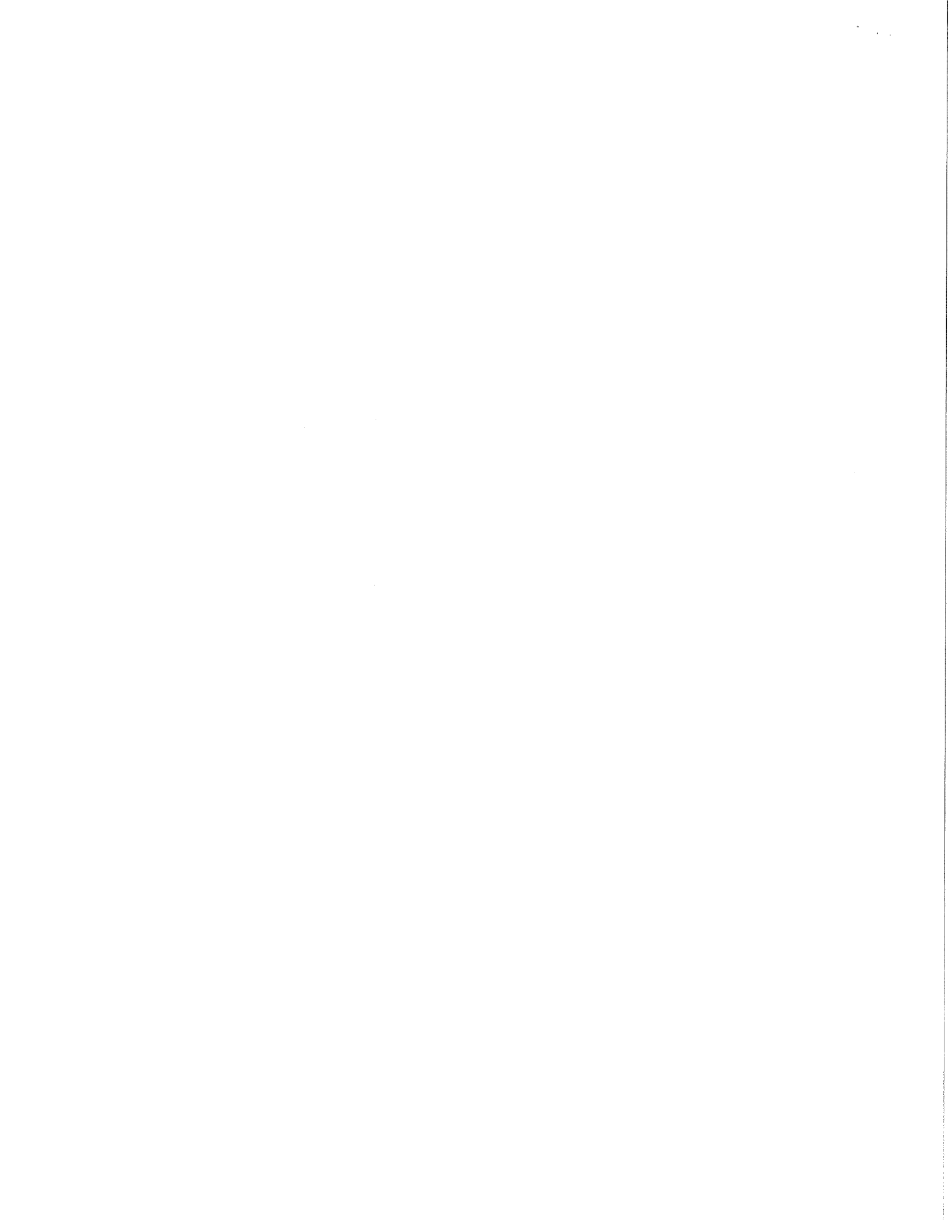
Insurance Company	PROP/Active	12-28-2010
Indiana Insurance Company	CAS/Active PROP/Active	12-28-2010 12-28-2010
Liberty Mutual Insurance Company	CAS/Active	12-20-2012
Midwestern Indemnity Company, The	CAS/Active PROP/Active	12-28-2010 12-28-2010
National Fire Insurance Company of Hartford	CAS/Active PROP/Active	12-03-2010 12-03-2010
Netherlands Insurance Company, The	CAS/Active PROP/Active	12-28-2010 12-28-2010
Ohio Casualty Insurance Company, The	CAS/Active PROP/Active	12-28-2010 12-28-2010
Ohio Security Insurance Company	CAS/Active PROP/Active	12-28-2010 12-28-2010
Owners Insurance Company	CAS/Active PROP/Active	12-22-2010 12-22-2010
Pacific Indemnity Company	CAS/Active PROP/Active	12-13-2010 12-13-2010
Peerless Indemnity Insurance Company	CAS/Active PROP/Active	12-28-2010 12-28-2010
Peerless Insurance Company	CAS/Active PROP/Active	12-28-2010 12-28-2010
Regent Insurance Company	CAS/Active PROP/Active	12-03-2010 12-03-2010
SAFECO Insurance Company of America	CAS/Active PROP/Active	12-28-2010 12-28-2010
SAFECO Insurance Company of Illinois	CAS/Active PROP/Active	12-28-2010 12-28-2010
SOCIETY INSURANCE, a mutual company	CAS/Active PROP/Active	12-15-2010 12-15-2010
Transportation Insurance Company	CAS/Active PROP/Active	12-03-2010 12-03-2010
United Wisconsin	CAS/Active	12-02-2010



Insurance Company				
Valley Forge Insurance Company	CAS/Active	12-03-2010		
	PROP/Active	12-03-2010		
Vigilant Insurance Company	CAS/Active	12-13-2010		
	PROP/Active	12-13-2010		
West American Insurance Company	CAS/Active	12-28-2010		
	PROP/Active	12-28-2010		
West Bend Mutual Insurance Company	CAS/Active	12-02-2010		
	CAS/Inactive	09-05-2008	10-31-2009	Canceled
	PROP/Active	12-02-2010		
	PROP/Inactive	09-05-2008	10-31-2009	Canceled
Zurich American Insurance Company	CAS/Active	11-13-2012		
	PROP/Active	11-13-2012		
Zurich American Insurance Company of Illinois	CAS/Active	11-13-2012		
	PROP/Active	11-13-2012		

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

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





\$95,788.50  
ORIGINAL

BID OF \_\_\_\_\_ RAYMOND P. CATTELL, INC. \_\_\_\_\_

**2013**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**WARNER BOAT LAUNCH DREDGING-2013**

**CONTRACT NO. 7032**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

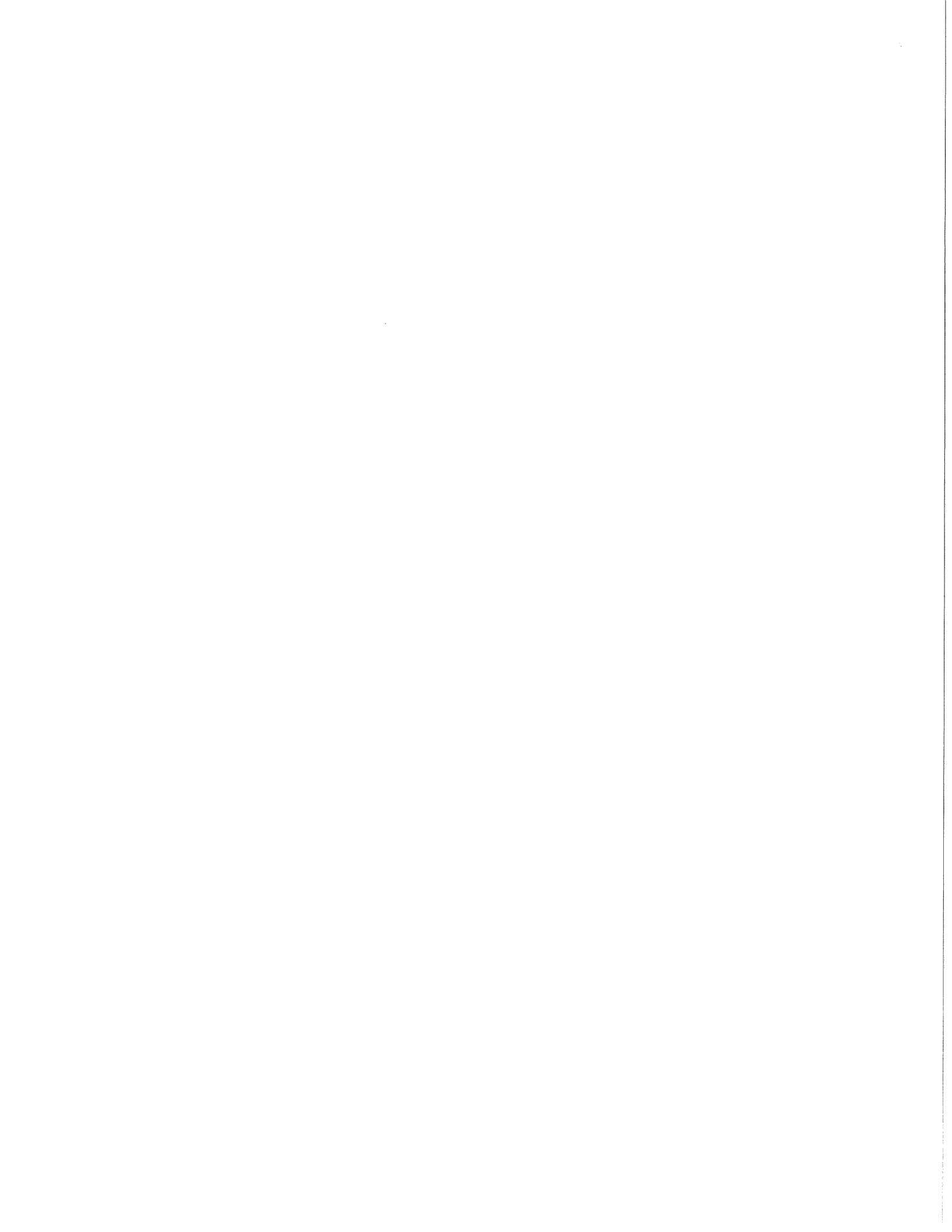
AWARDED BY THE COMMON COUNCIL

MADISON, WISCONSIN ON \_\_\_\_\_ MARCH 19, 2013 \_\_\_\_\_

**PLEASE RETURN PLANS AND SPECIFICATIONS TO:**

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

[www.cityofmadison.com/business/pw](http://www.cityofmadison.com/business/pw)



**WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032**

**INDEX**

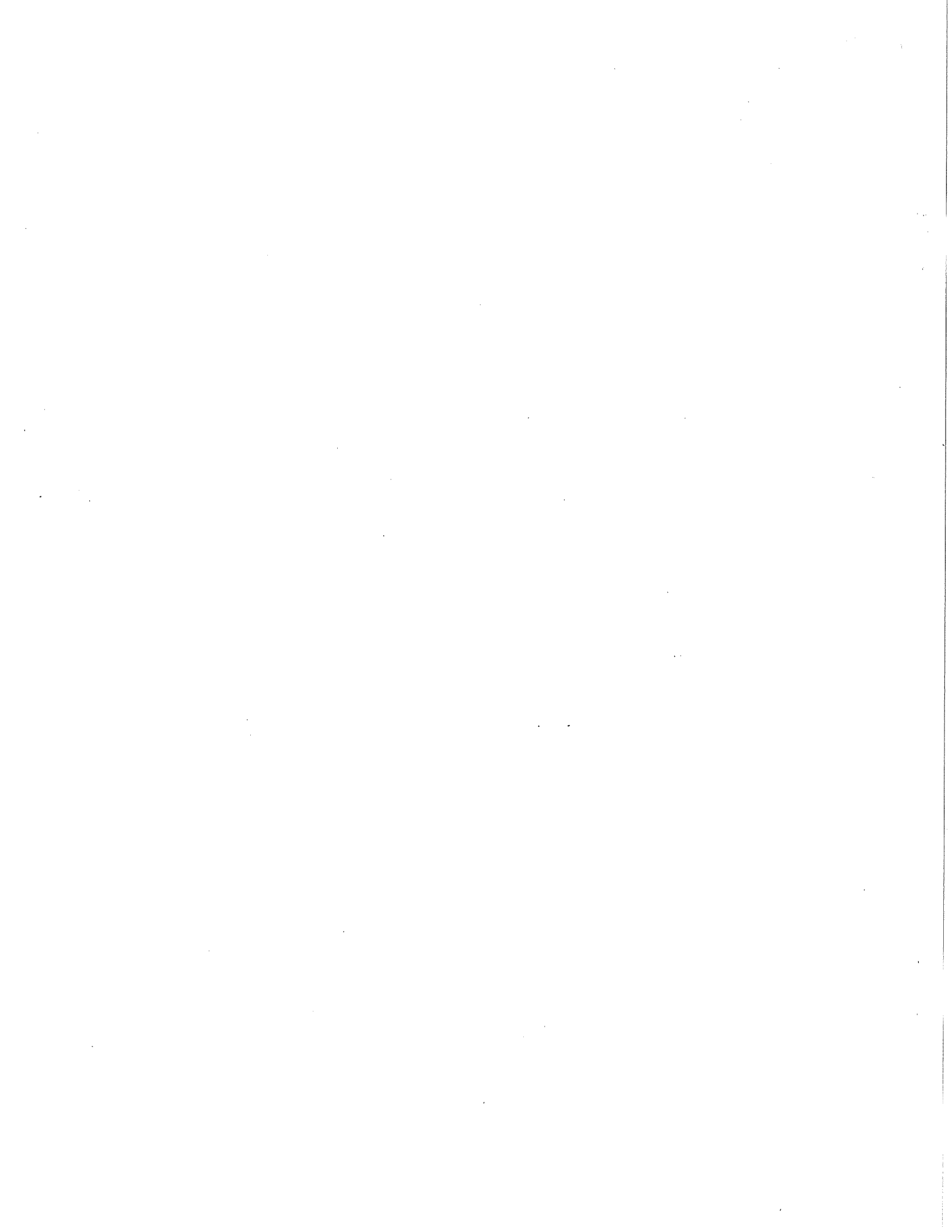
SECTION A: ADVERTISEMENT FOR BIDS.....A-1  
SECTION B: INSTRUCTIONS TO BIDDERS .....B-1  
SECTION C: SBE.....C-1  
SECTION D: SPECIAL PROVISIONS .....D-1  
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SECTION G: AGREEMENT .....G-1  
SECTION H: PAYMENT AND PERFORMANCE BOND .....H-1  
SECTION I: PREVAILING WAGE RATE .....I-1

This Proposal, and Agreement have  
been prepared by:

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



Kevin Briski – Superintendant of Parks



## SECTION A: ADVERTISEMENT FOR BIDS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

<b>CONTRACT NO.</b>	<b>PROJECT NAME:</b>
7032	WARNER BOAT LAUNCH DREDGING-2013
SBE GOAL	11%

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](http://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, 2014** must submit their application on or before 1:00 p.m., 2/22/13, 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](http://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 2/15/13 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 2/22/13 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on 3/01/13 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

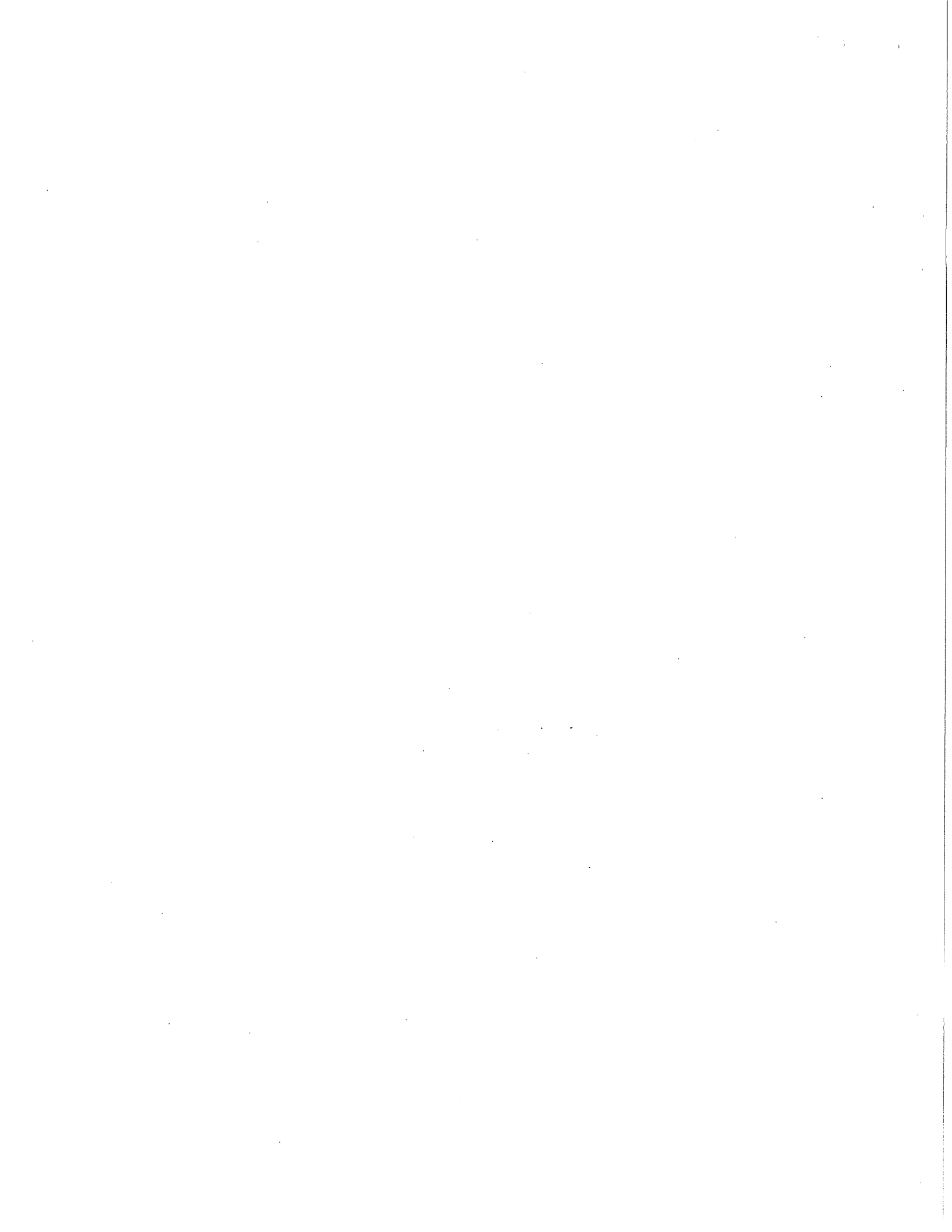
Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751.

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 2/01/13; 2/08/13; 2/15/13



## SECTION B: INSTRUCTIONS TO BIDDERS

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

These standard specifications are available on the City of Madison Public Works website at [www.cityofmadison.com/Business/PW/specs.cfm](http://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  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving
- 205  Blasting
- 210  Boring/Pipe Jacking
- 215  Concrete Paving
- 220  Con. Sidewalk/Curb & Gutter/Misc. Concrete Work
- 221  Concrete Bases and Other Concrete Work
- 225  Dredging
- 230  Fencing
- 235  Fiber Optic Cable/Conduit Installation
- 241  Horizontal Saw Cutting of Sidewalk
- 240  Grading and Earthwork
- 242  Infrared Seamless Patching
- 245  Landscaping, Maintenance
- 250  Landscaping, Site and Street
- 251  Parking Ramp Maintenance
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storage Tank Removal/Installation

- 265  Retaining Walls, Precast Modular Units
- 270  Retaining Walls, Reinforced concrete
- 275  Sanitary, Storm Sewer & Water Main Const.
- 280  Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285  Sewer Lining
- 290  Sewer Pipe Bursting
- 295  Soil Borings
- 300  Soil Nailing
- 305  Storm & Sanitary Sewer Laterals & Water Svc.
- 320  Traffic Signals
- 330  Traffic Control During Construction
- 310  Street Construction
- 315  Street Lighting
- 318  Tennis Court Resurfacing
- 330  Traffic Control During Construction
- 320  Traffic Signals
- 325  Traffic Signing & Marking
- 332  Tree Pruning/Removal
- 333  Tree, Pesticide Treatment of
- 335  Trucking
- 399  Other \_\_\_\_\_

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- 401  Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402  Building Automation Systems
- 403  Concrete
- 404  Doors and Windows
- 405  Electrical - Power, Lighting & Communications
- 410  Elevator - Lifts
- 412  Fire Suppression
- 413  Furnishings - Furniture and Window Treatments
- 415  General Building Construction, Equal or Less than \$250,000
- 420  General Building Construction, \$250,000 to \$1,500,000
- 425  General Building Construction, Over \$1,500,000
- 428  Glass and/or Glazing
- 429  Hazardous Material Removal
- 430  Heating, Ventilating and Air Conditioning (HVAC)
- 433  Insulation - Thermal

- 435  Masonry
- 437  Metals
- 440  Painting and Wallcovering
- 445  Plumbing
- 450  Pump Repair
- 455  Pump Systems
- 460  Roofing and Moisture Protection
- 461  Solar Photovoltaic/Hot Water Systems
- 465  Soil/Groundwater Remediation
- 466  Warning Sirens
- 470  Water Supply Elevated Tanks
- 475  Water Supply Wells
- 480  Wood, Plastics & Composites-Structural & Architectural
- 499  Other \_\_\_\_\_

### 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  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture.
- 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP).
- 8  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](http://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](http://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.

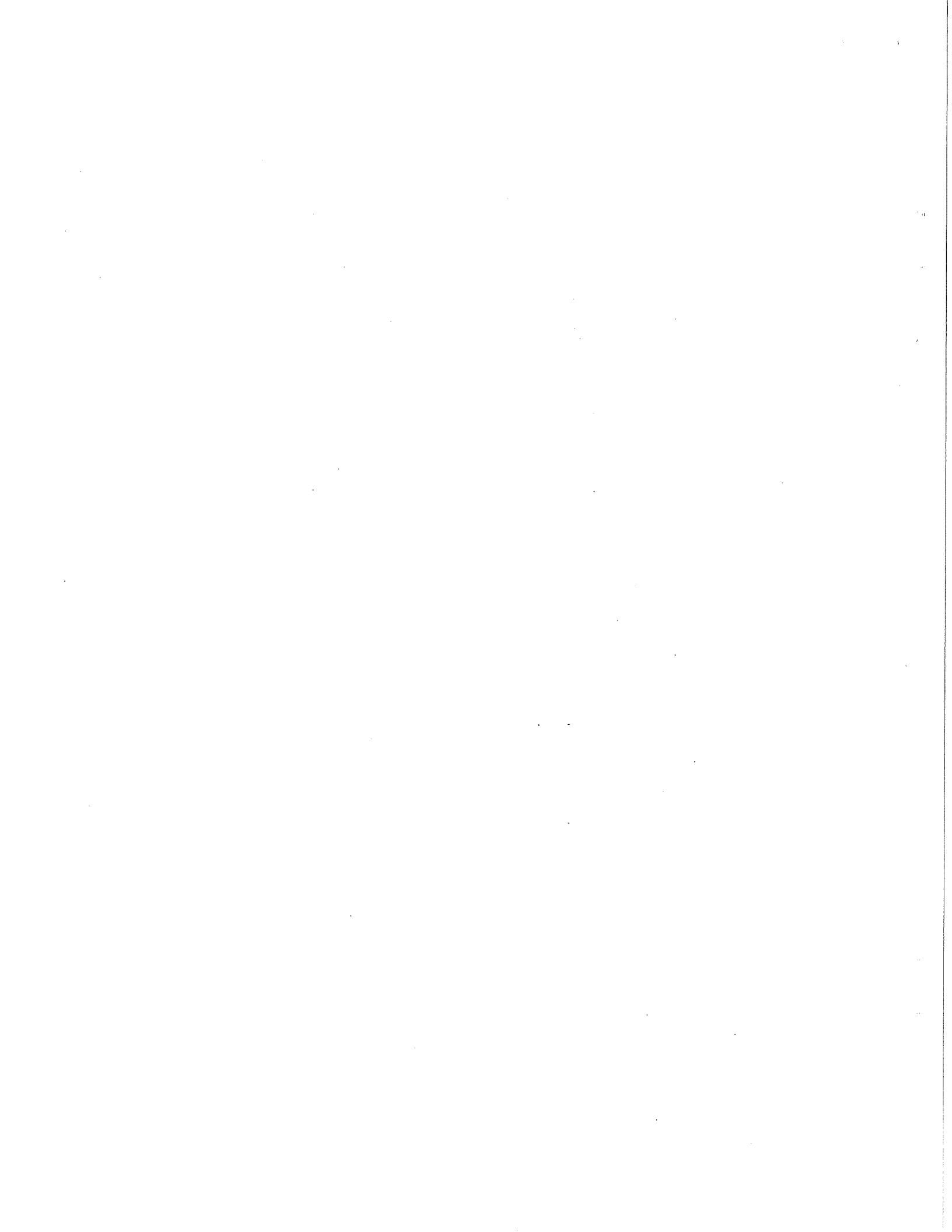
## **2.7 SBE Definition and Eligibility Guidelines**

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 that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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.





WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032

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

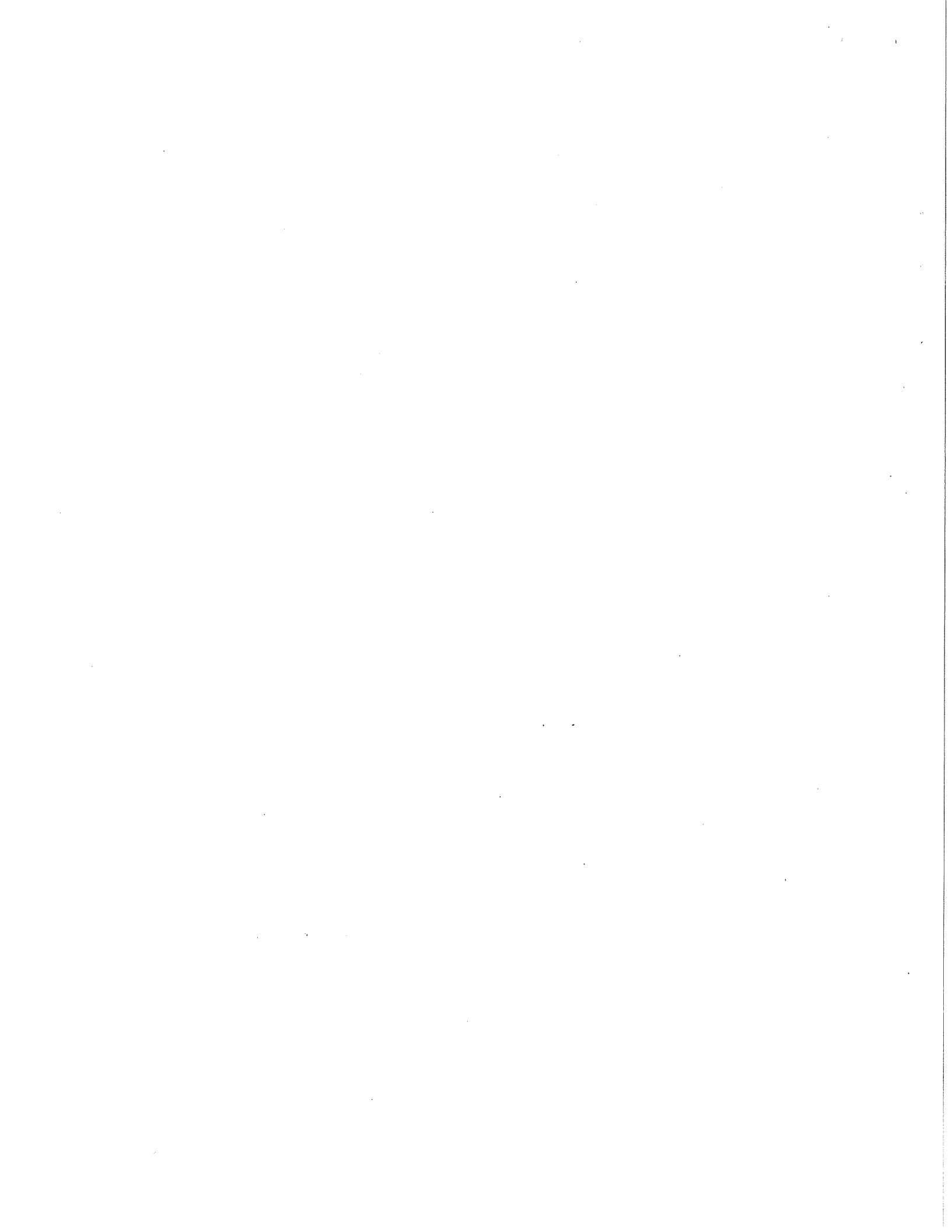
\_\_\_\_\_ certify that the information  
Company

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

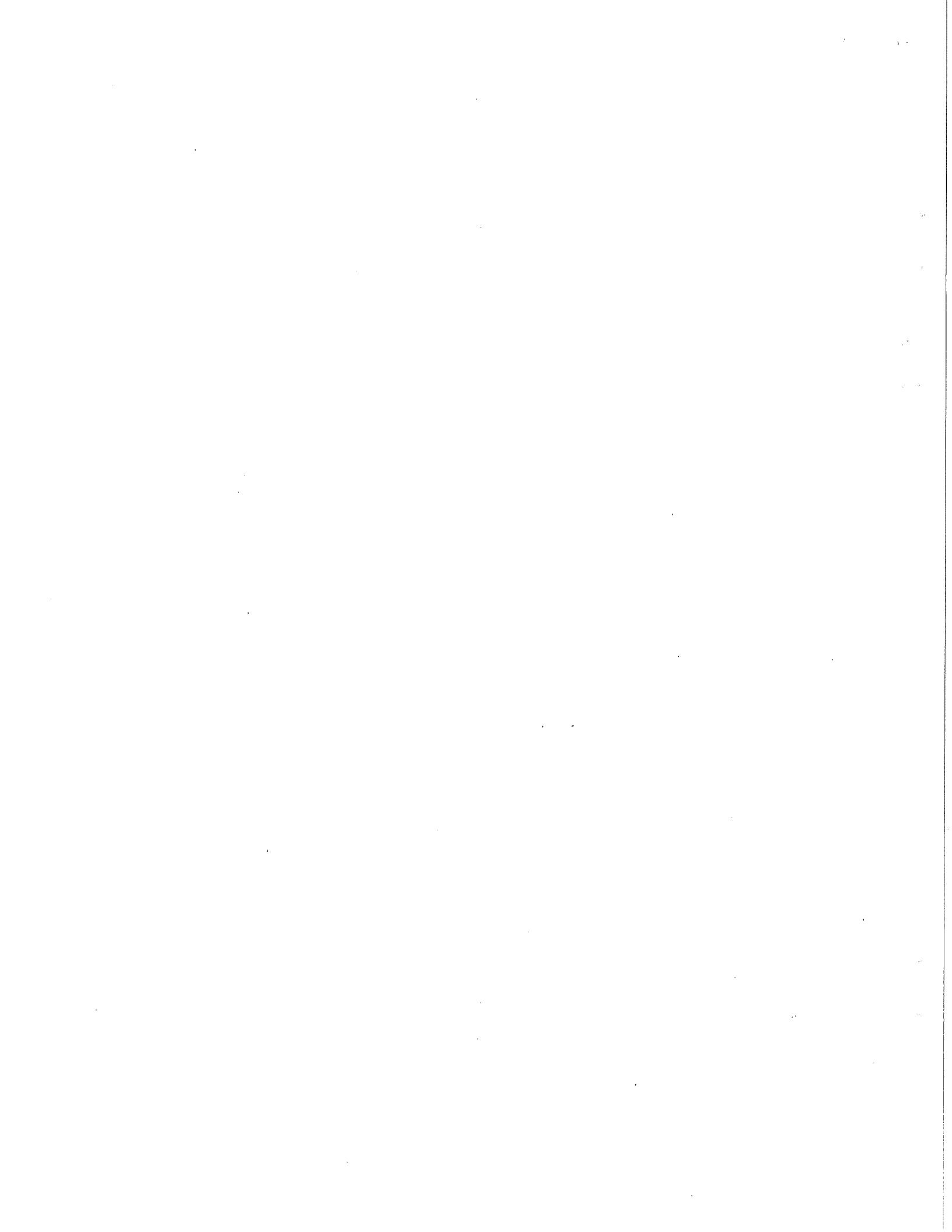
\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date







**WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032**

**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.

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

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- 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.

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- 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.

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### WARNER BOAT LAUNCH DREDGING-2013 CONTRACT NO. 7032

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 \$53,000 for a single trade contract; or equal to or greater than \$257,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 105.1: AUTHORITY OF THE ENGINEER**

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

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

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

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



## **SECTION 104 SCOPE OF WORK**

The following is the anticipated scope and sequence of the project.

### **Phase 1 - Spring, 2013**

Contractor to note, this spring part of the contract is subject to approval by the DNR. If not approved, the spring 2013 phase of the project will be eliminated and the project will be completed in 2 phases.

- In spring, 2013 the contractor will remove appx. 300 CY of dredge material out of the boat launch via back hoe starting from the concrete launch and out down to a depth of 5' below summer minimum, removing the "humps" from behind each launch caused by power loading.
- Installation and maintenance of the erosion control (except for turbidity barrier), for the total project. Erosion control will remain in for the duration of the project.
- Phase 1 material will be placed in a pile at the spoils site, let dewater, then grade and seed with a temporary seed mix per Bid Item # 20703.
- Phase 1 will also include repair and temporary seeding of the haul road if needed per Bid Items 20703 and 90005.

### **Phase 2 - Winter, 2013**

- Install turbidity barrier
- Loading, hauling and placement of the remaining 2,100 CY of dredged material into a measurable pile at Cherokee Conservation Park, with associated grading in anticipation of final measurement.
- Clean out culverts
- Maintain erosion control/street sweep of necessary.
- Remove turbidity barrier

### **Phase 3 - Spring, 2014**

- Trucking, spreading and rough grading of the cover material from the fill/borrow pile located adjacent to the Sherman Ave. entrance.
- Spreading and fine grading of the existing topsoil berm around the spoils site.
- Stockpiling stumps/roots in an area adjacent to the spoil site
- Final seeding and mulching of the spoils site and the haul road.

**The Contractor shall view both sites prior to bidding to become familiar with the existing conditions.**

## **SECTION 105.12 COOPERATION BY THE CONTRACTOR**

The Warner Park Boat Launch parking lot can be used for staging for this project. Exact location of the staging area will be determined at the pre-construction meeting. The boat launch will be closed during each phase of this dredging contract.

## **SECTION 105.13 ORDER OF COMPLETION**

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

## SECTION 107.7 MAINTENANCE OF TRAFFIC

Construction equipment and materials shall not be stored within any street right of way that is open to traffic during non-working hours. The contractor will be required to create 2 **“BOAT LAUNCH CLOSED FOR DREDGING”** signs to be put on barricades and placed in front of the boat launch during each mobilization of this project.

## SECTION 108.2 PERMITS AND LICENSING

The following permits have been applied for by the City of Madison:

1. WI-DNR Chapter 30 Permit (for Marshall Park Dredging) - APPLIED FOR BUT NOT YET RECIEVED
2. US Army Corps of Engineers Permit for work in the waters of the US - APPLIED FOR BUT NOT YET RECIEVED
3. Notice of Intent (NOI) for construction site erosion control (for placement of dredge materials at Cherokee Conservation Park) - APPLIED FOR BUT NOT YET RECIEVED
4. City of Madison Erosion Control Permit (for placement of dredge materials at Cherokee Conservation Park)

Contractor may not begin work until DNR Chapter 30 permits and Army Corps of Engineers Permits are received.

It shall be the responsibility of the Contractor to obtain any other required permits and to pay all applicable charges and fees associated with these permits. Contractor shall identify and procure any permits required beyond those applied for by the City for their selected method of dredging. All permit costs shall be considered incidental and shall not be paid separately.

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

As a part of the Chapter 30 DNR permit, the dredged materials were tested by CGC, Inc. the test results are a part of this contract and will also be available on the City of Madison Public Works web site. ([www.cityofmadison.com/business/PW/](http://www.cityofmadison.com/business/PW/))

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

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

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

## **SECTION 109.2 PROSECUTION OF THE WORK**

If approved, dredging of a part of the boat launch (300 CY), shall be completed by **May 3, 2013**. Work may begin immediately upon Notice to Proceed. The remaining 2,100 CY will be done between **December 2<sup>nd</sup>** and **January 10<sup>th</sup>**. It is expected that dredged materials will need to dewater before the material can be covered. Contractor shall cover, grade and seed dredged materials in spring, as soon as practicable (as determined by the Construction Engineer) following the dredging operation. All grading and seeding must be completed by **June 15<sup>th</sup>, 2014**. The end survey for final payment will be done within 2 weeks after seeding and mulching is complete. The Contractor shall limit the workdays to 7:00 p.m., unless approved by the Engineer in writing.

## **SECTION 210 EROSION AND SEDIMENT CONTROL**

Contractor is responsible for all required erosion control at the spoil site in Cherokee Conservation Park and at the Warner Park boat launch as per the approved EC Plan. Contractor shall be diligent about maintaining erosion controls during the time when dredged material is dewatering. Following installation of the dredged materials, the spoils site shall be seeded with a cover crop of annual rye. Any areas disturbed beyond the limits of grading/restoration shown on the drawings shall be restored in-kind at the Contractor's expense. Contractor shall inspect and maintain temporary erosion control until it is removed meeting WI-DNR NOI requirements. Contractor shall maintain permanent erosion control until the project is considered "Final Complete" meeting WI-DNR NOI requirements. Contractor to note, after the spring survey is complete and it is found that there is no need for the silt sock, that bid item will be eliminated from the contract.

## **SECTION 502.1(C) DEWATERING**

Should the contractor chose to employ a method of dewatering the dredged material that requires a WPDES permit, the contractor shall file for this permit with the WDNR, shall comply with any and all requirements of that permit, and shall complete discharge testing if required, in accordance with Section 502.1(c) of the Standard Specifications.

Costs for dewatering operations shall be paid under Bid Item #90002 Dewatering – Warner Park. Contractor shall submit a dewatering plan for approval by the City and DNR prior to commencing work.

## **BID ITEM 10911 – MOBILIZATION**

This single item of Mobilization shall be considered to include all mobilizations associated with phases 2 and 3 of the project, at both the boat launch and Cherokee Conservation Park. Also included in the cost for this bid item will be the creation, installation and upkeep of 2 "**BOAT LAUNCH CLOSED FOR DREDGING**" signs to be put on barricades and placed in front of the boat launch during the spring and winter mobilization of this project. No additional compensation will be allowed for mobilization or demobilization prior to or after the contract completion date regardless of the cause for work to be completed after that date.

## **METHOD OF MEASUREMENT**

Mobilization shall be measured as a single unit of work.

## **BASIS OF PAYMENT**

Mobilization shall be paid in accordance with Section 109.14 of the Standard Specifications.

## **BID ITEM 20703 – TEMPORARY SEEDING**

### **DESCRIPTION**

Work under this item includes the temporary seeding of the dredged material and haul road at the Cherokee Conservation Park after the spring maintenance dredge, and at the spoils site after completion of the project. The contractor shall use an annual rye seed mix to seed the material and, if necessary, the haul road into the spoils site. Seeding rate to be 25 lbs/acre. Any grading of the spring 2013 dredge material is to be included in Bid Item # 90001 Dredging – Warner Park. Any grading of the haul road required prior to temporary seeding is to be paid for as a part of Bid Item #90005. This bid item quantity is only an estimate. The actual quantity paid will be based on the actual SY of area seeded.

### **METHOD OF MEASUREMENT**

Temporary Seeding shall be measured by the square yard as completed.

### **BASIS OF PAYMENT**

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

## **BID ITEM 21013 – STREET SWEEPING**

### **DESCRIPTION**

Work under this item shall include street sweeping Woodward Drive and the boat launch parking lot affected by construction equipment or hauling, at Warner Park. Street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. It is expected that sweeping may be required on a daily basis depending on the hauling methods utilized by the contractor.

### **METHOD OF MEASUREMENT**

Street Sweeping, as described above shall be measured by lump sum as completed.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90001 – DREDGING-WARNER PARK**

### **DESCRIPTION**

Work under this item shall include mechanical dredging of sediments from Lake Mendota in the location shown on the plans at Warner Park. The intent of the dredging is to remove sediment that has been deposited by nearby storm outfalls and to deepen the boat launch to a typical water depth of 5 feet from summer minimum which is 849.6 feet NGVD29 Datum. Contractor shall note that the Lake Mendota water level is often well above the summer minimum. Lake level data is available through Dane County's website at:  
<http://www.countyofdane.com/lwrld/landconservation/lakelevelsearchpg.aspx>

Dredged materials shall be hauled to the Cherokee Conservation Park fill site using water tight, sealed trucks. Dredged materials shall be allowed to dewater in place within the park fill site until they are dry enough to be graded to the approximate lines and grades shown on the drawings using standard construction equipment. All work required for dewatering shall be paid under Bid item 90002, Dewatering-Warner Park.

Final grading of the dredged materials following dewatering in spring of 2014, shall be included in this bid item.

Dredging is planned for early winter in order to minimize disruption of use of the boat launch facility and to minimize damage to the haul road to the spoils site. The contractor may need to manage early lake ice to maintain access to dredging area. No separate payment shall be made for management of ice.

All costs related dredging, regardless of method used, shall be included with this bid item, and no separate payment shall be made for facilitating access, temporary fills, barges, etc. Contractor may elect to accomplish dredging by placement of temporary fill into the lake in order to create a dredge access road, however no separate payment shall be made for construction of temporary access roads – costs for contractor's access shall be included with cost for dredging. Only clear stone will be allowed to be placed in the lake for any temporary fills, however Bid item 20217 Clear Stone is intended to cover only clear stone used for erosion control, not clear stone used for temporary dredging access roads. Contractor shall include costs for any clear stone used for temporary dredging access with this dredging bid item. The alignment of any temporary access road is subject to the review of the City, DNR, and US Army Corps of Engineers. Contractor may elect to deposit temporary fill at Cherokee Conservation Park in the dredge spoil area if approved by City Representative, however this fill quantity would be deducted from the final park backfill quantity as set forth in Method of Measurement below. Any temporary fill material, or structures placed on the lake bottom by the contractor to facilitate access must be removed before the silt curtain is removed.

#### **METHOD OF MEASUREMENT**

Dredging shall be measured by the cubic yard of **park fill** in place. A survey of the Cherokee Conservation Park fill area that will be used as the fill area for the dredged material, will be completed by City Staff prior to the start of this project, then again, after the dredged material has been placed, dewatered, graded, and seeded. The volume of dredged materials placed will be calculated using digital terrain models of the existing and finished surfaces.

Any clear stone used for temporary dredging access, if allowed by City Representative to be deposited at the spoil site with dredge materials, shall be deducted from the pay quantity for dredging. Truck tickets from clear stone delivered to Warner Park (for temporary dredge access) shall be kept separate from truck tickets from clear stone delivered to Cherokee Conservation Park (for purposes of erosion control). The assumed volume in cubic yards of clear stone, to be deducted shall be calculated by the following formula:

Volume clear stone for temporary construction access = tons of clear stone delivered to Cherokee Conservation Park for temporary dredging access x (1 cubic yard/2 tons).

The dredge volume is computed from the difference between the surveyed lake bottom, surveyed on 11/8/12, and the designed lake bottom. No shrinkage factor was applied.

## **BASIS OF PAYMENT**

Dredging shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description, including dredging, hauling, placement of material in the park, and final grading of dredged materials. If approved, the contractor will be paid for the initial spring 2013 dredging of 300 CY as a part of Bid Item #90009. Then once the remainder of the dredging is complete, the contractor will be paid seventy per cent (70%), of the remaining 2,100 CY removed (based on the quantity estimated on the Proposal). The remainder shall be paid after dewatering of the dredged material, with adjustment made for the actual quantity dredged. The pile will be allowed to dewater until spring, 2014. The contractor will seed and mulch as soon as possible in spring, 2014 and the City Parks Division will measure for final payment within 2 weeks after seeding and mulching.

Erosion control items, turbidity barrier, seeding and mulching shall be paid separately under their respective bid items.

## **BID ITEM 90002 – DEWATERING - WARNER PARK**

Dredged materials shall be allowed to dewater in place within the Cherokee Conservation Park grading area until they are dry enough to be graded to the approximate lines and grades shown on the drawings using standard construction equipment. Dredged materials may require “working” in order for full dewatering to occur. This bid item includes any and all work required to facilitate dewatering of dredged materials, including but not limited to any temporary grading, working or multiple handling of dredged materials that may be necessary for dewatering. Contractor must provide dewatering plan to WDNR for approval prior to commencing dredging. Dredged materials shall be allowed to dewater until they can be graded, and seeded. Final grading of dredged materials following dewatering shall be paid under Bid Item 90001, Dredging-Warner Park.

## **METHOD OF MEASUREMENT**

Dewatering-Warner Park, as described above shall be measured by lump sum as completed.

## **BASIS OF PAYMENT**

Dewatering-Warner Park, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

## **BID ITEM 90003 – CONSTRUCTION SURVEYING – WARNER PARK**

### **DESCRIPTION**

The Contractor shall be responsible for setting and verifying all grades within the dredge area at Warner Park Boat Launch as required to control the work to the satisfaction of the Field Engineer. The intent of the dredging is to remove sediment that has been deposited westerly winds and nearby storm outfalls in the area of the Warner Park boat launch. The goal is to restore the launch depth to 5’ below summer minimum. The summer minimum for Lake Mendota is 849.6 feet NGVD29 Datum. Contractor shall note that the Lake Mendota water level is often well above the summer minimum. Lake level data is available through Dane County’s website at:

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

The Contractor shall be responsible for surveying needed to achieve the grades shown on the plans, or as field changes directed by the Construction Engineer. A three-dimensional Microstation (.dgn) file will be

provided. 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 Vertical datum for the project is the National Geodetic Vertical Datum of 1929 (NGVD29).

City Parks will be checking accuracy in order to provide quality control.

This bid item does not include survey of the park backfill area. All survey work at Cherokee Conservation Park, will be completed by Parks Division staff before and after dredged material has been placed, dewatered, graded, and seeded in order to calculate the final pay quantity for Bid Items 90001, Dredging - Warner. The contractor is to fine grade and seed to the grades shown on the final grading plan.

#### **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 90004 – TURBIDITY BARRIER – WARNER PARK**

#### **DESCRIPTION**

The Contractor shall provide sediment control for dredging activities at Warner Park consisting of a turbidity barrier to fully enclose the area where sediment may enter the water.

#### **MATERIALS**

Turbidity Barrier shall conform to the WI DNR Conservation Practice Standard 1069 – Turbidity Barrier.

#### **CONSTRUCTION METHOD**

Turbidity Barrier shall be installed and maintained conforming to WI DNR Conservation Practice Standard 1069 – Turbidity Barrier. Remove turbidity barrier as soon as practicable following dredging operations.

#### **METHOD OF MEASUREMENT**

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

## **BASIS OF PAYMENT**

Cost for Turbidity Barrier shall be paid for according to the contract unit price. Price shall include payment for providing Turbidity Barrier and appurtenances and removal of the Turbidity Barrier and appurtenances including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

## **BID ITEM 90005 – HAUL ROAD MAINTENANCE**

### **DESCRIPTION**

Work under this item includes the maintenance and repair of the haul road into the dredge spoil site at Cherokee Conservation Park, associated with phase 2 and 3 of the project. No time extensions will be given due to haul road issues. If material is needed as fill to assure passage of loaded trucks to the spoil site, the contractor can use material from the fill/borrow site adjacent to Sherman Ave. All costs associated with using this material as fill in an effort to keep the haul road functional (trucking, loading, spreading and grading), should be included in this bid item. The haul road will be permanently re-seeded at the end of the project as a part of Bid Item #20701.

### **METHOD OF MEASUREMENT**

Haul Road shall be measured by lump sum as completed.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90006 – FILL/COVER**

### **DESCRIPTION**

Work under this item includes all loading, trucking, dumping and spreading of appx. 638 CY of fill to cover the spoils with 6" of material from the fill stockpile site located adjacent to Sherman Avenue labeled fill/borrow pile as required by the DNR Permit. The material will be rough graded to the proposed grades as shown on the plans (relatively flat @ appx elevation 889.5)

### **METHOD OF MEASUREMENT**

Fill/Cover shall be measured by the CY as completed.

### **BASIS OF PAYMENT**

Fill/Cover, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

## **BID ITEM 90007 TOPSOIL REDISTRIBUTION**

### **DESCRIPTION**

Work under this item includes all materials, equipment and work required to push the existing topsoil berm that surrounds the spoil stockpile site over the fill distributed as a part of Bid Item # 90007.



Contractor to note – the bermed up topsoil rim had many aspen and box elder trees removed from it prior to the start of this contract. There will be stumps/roots that will have to be removed and stockpiled on site. The exact location of the stump/roots stockpile site will be decided on at the pre-con meeting. Contractor to note that the stumps/roots stockpile site will be adjacent to the dredge spoils site and no trucking will be required.

#### **METHOD OF MEASUREMENT**

Topsoil Redistribution shall be measured by lump sum as completed.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90008 – CLEAN OUT CULVERTS**

##### **DESCRIPTION**

Work under this item includes all materials, equipment and work required to clean out 2- 36” culverts that were installed as a part of the original breakwater contract in 1988. The contractor will carefully remove the silted in material from the **south** side of the culvert openings to expose the culverts. The quantity of material removed (from both sides), will be treated as and has been included in the CY estimate for Bid Item # 90001 Dredging – Warner Park. Once removed, the City Engineering Division will inspect the culverts to determine whether they need to be replaced or not. If they need to be replaced, this bid item will not be used. If the culverts are OK then the contractor will:

- Install 40’ of silt curtain on the north side of the culvert. Silt Curtain shall conform to the WI DNR Conservation Practice Standard 1070 – Silt Curtain.
- Carefully remove the silted in material from the **north** side of the culvert to expose the culvert opening.
- Clean out culverts from the north to the south. If water is used to complete this cleaning the contractor is responsible for the cost of the water. The material that comes out of the culvert will also be removed and taken to Cherokee.

#### **METHOD OF MEASUREMENT**

Clean out Culverts shall be measured by lump sum as completed.

#### **BASIS OF PAYMENT**

Clean out Culverts, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

#### **BID ITEM 90009 – SPRING MAINTENANCE DREDGE**

##### **DESCRIPTION**

Work under this item shall include the mechanical dredging, of 300 CY of sediments from the Warner Park boat launch in the location shown on the plans at Warner Park. The intent of the dredging is to removing the “humps” from behind each launch caused by power loading in an effort to facilitate launching from this site for the summer. It is anticipated that the contractor will be able to reach and remove all 300 CY needed to remove the humps by back hoe from the end of the concrete ramp.



December 04, 2012

Dennis Iverson  
IVERTECH, LLC.  
2880 Jonathan Circle  
Madison, WI 53711

DREDGE SPILLS  
CHEMICAL ANALYSIS

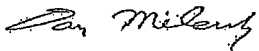
RE: Project: C7499-MARSHALL-12  
Pace Project No.: 4070528

Dear Dennis Iverson:

Enclosed are the analytical results for sample(s) received by the laboratory on November 14, 2012. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Dan Milewsky

dan.milewsky@pacelabs.com  
Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS

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## CERTIFICATIONS

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

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### Minnesota Certification IDs

1700 Elm Street SE Suite 200, Minneapolis, MN 55414  
A2LA Certification #: 2926.01  
Alaska Certification #: UST-078  
Alaska Certification #MN00064  
Arizona Certification #: AZ-0014  
Arkansas Certification #: 88-0680  
California Certification #: 01155CA  
Colorado Certification #Pace  
Connecticut Certification #: PH-0256  
EPA Region 8 Certification #: Pace  
Florida/NELAP Certification #: E87605  
Georgia Certification #: 959  
Hawaii Certification #Pace  
Idaho Certification #: MN00064  
Illinois Certification #: 200011  
Kansas Certification #: E-10167  
Louisiana Certification #: 03086  
Louisiana Certification #: LA080009  
Maine Certification #: 2007029  
Maryland Certification #: 322  
Michigan DEQ Certification #: 9909  
Minnesota Certification #: 027-053-137  
Mississippi Certification #: Pace

Montana Certification #: MT CERT0092  
Nevada Certification #: MN\_00064  
Nebraska Certification #: Pace  
New Jersey Certification #: MN-002  
New York Certification #: 11647  
North Carolina Certification #: 530  
North Dakota Certification #: R-036  
North Dakota Certification #: R-036A  
Ohio VAP Certification #: CL101  
Oklahoma Certification #: 9507  
Oregon Certification #: MN200001  
Oregon Certification #: MN300001  
Pennsylvania Certification #: 68-00563  
Puerto Rico Certification  
Tennessee Certification #: 02818  
Texas Certification #: T104704192  
Utah Certification #: MN00064  
Virginia/DCLS Certification #: 002521  
Virginia/VELAP Certification #: 460163  
Washington Certification #: C754  
West Virginia Certification #: 382  
Wisconsin Certification #: 999407970

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### Green Bay Certification IDs

1241 Bellevue Street, Green Bay, WI 54302  
Florida/NELAP Certification #: E87948  
Illinois Certification #: 200050  
Kentucky Certification #: 82  
Louisiana Certification #: 04168  
Minnesota Certification #: 055-999-334

New York Certification #: 11888  
North Carolina Certification #: 503  
North Dakota Certification #: R-150  
South Carolina Certification #: 83006001  
US Dept of Agriculture #: S-76505  
Wisconsin Certification #: 405132750

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## REPORT OF LABORATORY ANALYSIS

**SAMPLE SUMMARY**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

Lab ID	Sample ID	Matrix	Date Collected	Date Received
4070528001	TOP	Solid	11/11/12 13:00	11/14/12 08:45
4070528002	BOTTOM	Solid	11/11/12 13:10	11/14/12 08:45

**REPORT OF LABORATORY ANALYSIS**

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**SAMPLE ANALYTE COUNT**

Project: C7499-MARSHALL 12  
 Pace Project No.: 4070528

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
4070528001	TOP	EPA 8082	BDS	10	PASI-G
		EPA 6010	DLB	8	PASI-G
		EPA 7471	CMS	1	PASI-G
		EPA 8270 by SIM	ARO	20	PASI-G
		ASTM D2974-87	SKW	1	PASI-G
		EPA 9071	AS1	1	PASI-M
		EPA 351.2	HMB	1	PASI-G
		EPA 353.2	DAW	1	PASI-G
		EPA 365.4	DAW	1	PASI-G
		EPA 9060 Modified	TJJ	4	PASI-G
4070528002	BOTTOM	EPA 8082	BDS	10	PASI-G
		EPA 6010	DLB	8	PASI-G
		EPA 7471	CMS	1	PASI-G
		EPA 8270 by SIM	ARO	20	PASI-G
		ASTM D2974-87	SKW	1	PASI-G
		EPA 9071	AS1	1	PASI-M
		EPA 351.2	HMB	1	PASI-G
		EPA 353.2	DAW	1	PASI-G
		EPA 365.4	DAW	1	PASI-G
		EPA 9060 Modified	TJJ	4	PASI-G

**REPORT OF LABORATORY ANALYSIS**

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**ANALYTICAL RESULTS**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

Sample: TOP Lab ID: 4070528001 Collected: 11/11/12 13:00 Received: 11/14/12 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
<b>8082 GCS PCB</b>									
Analytical Method: EPA 8082 Preparation Method: EPA 3541									
PCB-1016 (Aroclor 1016)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	12674-11-2	
PCB-1221 (Aroclor 1221)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	11104-28-2	
PCB-1232 (Aroclor 1232)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	11141-16-5	
PCB-1242 (Aroclor 1242)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	53469-21-9	
PCB-1248 (Aroclor 1248)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	12672-29-6	
PCB-1254 (Aroclor 1254)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	11097-69-1	
PCB-1260 (Aroclor 1260)	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	11096-82-5	
PCB, Total	<35.5 ug/kg		150	35.5	1	11/14/12 12:00	11/15/12 19:14	1336-36-3	
<b>Surrogates</b>									
Tetrachloro-m-xylene (S)	92 %.		43-130		1	11/14/12 12:00	11/15/12 19:14	877-09-8	
Dechlorobiphenyl (S)	90 %.		48-130		1	11/14/12 12:00	11/15/12 19:14	2051-24-3	
<b>6010 MET ICP</b>									
Analytical Method: EPA 6010 Preparation Method: EPA 3050									
Arsenic	1.2J mg/kg		3.0	0.54	1	11/15/12 14:45	11/16/12 13:35	7440-38-2	
Cadmium	0.083J mg/kg		0.75	0.047	1	11/15/12 14:45	11/16/12 13:35	7440-43-9	B
Chromium	2.5 mg/kg		0.75	0.15	1	11/15/12 14:45	11/16/12 13:35	7440-47-3	
Copper	4.0 mg/kg		1.5	0.15	1	11/15/12 14:45	11/16/12 13:35	7440-50-8	
Lead	3.7 mg/kg		1.5	0.38	1	11/15/12 14:45	11/16/12 13:35	7439-92-1	
Nickel	1.3J mg/kg		1.5	0.12	1	11/15/12 14:45	11/16/12 13:35	7440-02-0	
Selenium	<0.73 mg/kg		3.0	0.73	1	11/15/12 14:45	11/16/12 13:35	7782-49-2	
Zinc	8.3 mg/kg		6.0	1.4	1	11/15/12 14:45	11/16/12 13:35	7440-66-6	
<b>7471 Mercury</b>									
Analytical Method: EPA 7471 Preparation Method: EPA 7471									
Mercury	0.0081 mg/kg		0.0080	0.0040	1	11/14/12 15:15	11/15/12 08:47	7439-97-6	
<b>8270 MSSV PAH by SIM</b>									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3546									
Acenaphthene	<12.5 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	83-32-9	
Acenaphthylene	13.7J ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	208-96-8	
Anthracene	62.9 ug/kg		25.0	2.6	1	11/15/12 08:51	11/16/12 16:58	120-12-7	
Benzo(a)anthracene	173 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	56-55-3	
Benzo(a)pyrene	191 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	50-32-8	
Benzo(b)fluoranthene	178 ug/kg		25.0	3.6	1	11/15/12 08:51	11/16/12 16:58	205-99-2	
Benzo(g,h,i)perylene	116 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	191-24-2	
Benzo(k)fluoranthene	169 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	207-08-9	
Chrysene	193 ug/kg		25.0	2.8	1	11/15/12 08:51	11/16/12 16:58	218-01-9	
Dibenz(a,h)anthracene	43.8 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	53-70-3	
Fluoranthene	391 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	206-44-0	
Fluorene	14.4J ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	86-73-7	
Indeno(1,2,3-cd)pyrene	109 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	193-39-5	
1-Methylnaphthalene	<11.4 ug/kg		25.0	11.4	1	11/15/12 08:51	11/16/12 16:58	90-12-0	
2-Methylnaphthalene	9.2J ug/kg		25.0	2.3	1	11/15/12 08:51	11/16/12 16:58	91-57-6	
Naphthalene	12.1J ug/kg		25.0	4.7	1	11/15/12 08:51	11/16/12 16:58	91-20-3	
Phenanthrene	188 ug/kg		25.0	3.2	1	11/15/12 08:51	11/16/12 16:58	85-01-8	
Pyrene	273 ug/kg		25.0	12.5	1	11/15/12 08:51	11/16/12 16:58	129-00-0	

### ANALYTICAL RESULTS

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

Sample: TOP Lab ID: 4070528001 Collected: 11/11/12 13:00 Received: 11/14/12 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
<b>8270 MSSV PAH by SIM</b>									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3546									
<i>Surrogates</i>									
2-Fluorobiphenyl (S)	64 %		43-130		1	11/15/12 08:51	11/16/12 16:58	321-60-8	
Terphenyl-d14 (S)	65 %		32-130		1	11/15/12 08:51	11/16/12 16:58	1718-51-0	
<b>Percent Moisture</b>									
Analytical Method: ASTM D2974-87									
Percent Moisture	33.4 %		0.10	0.10	1		11/16/12 09:17		
<b>9071 Oil and Grease, Soxhlet</b>									
Analytical Method: EPA 9071 Preparation Method: EPA 3540									
Oil and Grease	215J mg/kg		371	54.9	1	11/27/12 13:15	11/27/12 13:15		
<b>351.2 Total Kjeldahl Nitrogen</b>									
Analytical Method: EPA 351.2 Preparation Method: EPA 351.2									
Nitrogen, Kjeldahl, Total	1210 mg/kg		88.3	12.4	1	11/15/12 18:51	11/15/12 21:48	7727-37-9	
<b>353.2 Nitrogen, NO2/NO3</b>									
Analytical Method: EPA 353.2 Preparation Method: EPA 353.2									
Nitrogen, NO2 plus NO3	<1.8 mg/kg		3.6	1.8	1	11/30/12 08:45	12/04/12 10:58		
<b>365.4 Total Phosphorus</b>									
Analytical Method: EPA 365.4 Preparation Method: EPA 365.4									
Phosphorus	231 mg/kg		26.7	13.3	1	11/27/12 09:01	11/27/12 13:27	7723-14-0	
<b>Total Organic Carbon</b>									
Analytical Method: EPA 9060 Modified									
<i>Surrogates</i>									
RPD%	14.1 %				1		11/26/12 15:10		
Total Organic Carbon	8360 mg/kg		6250	1750	1		11/26/12 14:56	7440-44-0	
Total Organic Carbon	9630 mg/kg		5560	1560	1		11/26/12 15:10	7440-44-0	
Mean Total Organic Carbon	9000 mg/kg		5900	1650	1		11/26/12 15:10	7440-44-0	



### ANALYTICAL RESULTS

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

Sample: BOTTOM Lab ID: 4070528002 Collected: 11/11/12 13:10 Received: 11/14/12 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
<b>8082 GCS PCB</b>									
Analytical Method: EPA 8082 Preparation Method: EPA 3541									
PCB-1016 (Aroclor 1016)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	12674-11-2	
PCB-1221 (Aroclor 1221)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	11104-28-2	
PCB-1232 (Aroclor 1232)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	11141-16-5	
PCB-1242 (Aroclor 1242)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	53469-21-9	
PCB-1248 (Aroclor 1248)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	12672-29-6	
PCB-1254 (Aroclor 1254)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	11097-69-1	
PCB-1260 (Aroclor 1260)	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	11096-82-5	
PCB, Total	<40.4 ug/kg		171	40.4	1	11/14/12 12:00	11/15/12 19:32	1336-36-3	
<b>Surrogates</b>									
Tetrachloro-m-xylene (S)	93 %		43-130		1	11/14/12 12:00	11/15/12 19:32	877-09-8	
Dechlorobiphenyl (S)	88 %		48-130		1	11/14/12 12:00	11/15/12 19:32	2051-24-3	
<b>6010 MET ICP</b>									
Analytical Method: EPA 6010 Preparation Method: EPA 3050									
Arsenic	1.6J mg/kg		3.0	0.54	1	11/15/12 14:45	11/16/12 13:41	7440-38-2	
Cadmium	0.078J mg/kg		0.74	0.046	1	11/15/12 14:45	11/16/12 13:41	7440-43-9	B
Chromium	3.6 mg/kg		0.74	0.15	1	11/15/12 14:45	11/16/12 13:41	7440-47-3	
Copper	4.3 mg/kg		1.5	0.15	1	11/15/12 14:45	11/16/12 13:41	7440-50-8	
Lead	5.0 mg/kg		1.5	0.37	1	11/15/12 14:45	11/16/12 13:41	7439-92-1	
Nickel	2.3 mg/kg		1.5	0.11	1	11/15/12 14:45	11/16/12 13:41	7440-02-0	
Selenium	<0.71 mg/kg		3.0	0.71	1	11/15/12 14:45	11/16/12 13:41	7782-49-2	
Zinc	18.0 mg/kg		5.9	1.4	1	11/15/12 14:45	11/16/12 13:41	7440-66-6	
<b>7471 Mercury</b>									
Analytical Method: EPA 7471 Preparation Method: EPA 7471									
Mercury	0.016 mg/kg		0.0089	0.0044	1	11/14/12 15:15	11/15/12 08:53	7439-97-6	
<b>8270 MSSV PAH by SIM</b>									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3546									
Acenaphthene	<85.6 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	83-32-9	
Acenaphthylene	<85.6 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	208-96-8	
Anthracene	50.5J ug/kg		171	17.5	1	11/15/12 08:51	11/16/12 17:51	120-12-7	
Benzo(a)anthracene	261 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	56-55-3	
Benzo(a)pyrene	265 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	50-32-8	
Benzo(b)fluoranthene	260 ug/kg		171	24.7	1	11/15/12 08:51	11/16/12 17:51	205-99-2	
Benzo(g,h,i)perylene	130J ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	191-24-2	
Benzo(k)fluoranthene	214 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	207-08-9	
Chrysene	256 ug/kg		171	19.4	1	11/15/12 08:51	11/16/12 17:51	218-01-9	
Dibenz(a,h)anthracene	<85.6 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	53-70-3	
Fluoranthene	353 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	206-44-0	
Fluorene	<85.6 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	86-73-7	
Indeno(1,2,3-cd)pyrene	126J ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	193-39-5	
1-Methylnaphthalene	<78.1 ug/kg		171	78.1	1	11/15/12 08:51	11/16/12 17:51	90-12-0	
2-Methylnaphthalene	<16.0 ug/kg		171	16.0	1	11/15/12 08:51	11/16/12 17:51	91-57-6	
Naphthalene	<32.2 ug/kg		171	32.2	1	11/15/12 08:51	11/16/12 17:51	91-20-3	
Phenanthrene	98.0J ug/kg		171	21.8	1	11/15/12 08:51	11/16/12 17:51	85-01-8	
Pyrene	289 ug/kg		171	85.6	1	11/15/12 08:51	11/16/12 17:51	129-00-0	

**ANALYTICAL RESULTS**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

Sample: BOTTOM Lab ID: 4070528002 Collected: 11/11/12 13:10 Received: 11/14/12 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
<b>8270 MSSV PAH by SIM</b>									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3546									
<i>Surrogates</i>									
2-Fluorobiphenyl (S)	68 %		43-130		1	11/15/12 08:51	11/16/12 17:51	321-60-8	
Terphenyl-d14 (S)	84 %		32-130		1	11/15/12 08:51	11/16/12 17:51	1718-51-0	
<b>Percent Moisture</b>									
Analytical Method: ASTM D2974-87									
Percent Moisture	41.6 %		0.10	0.10	1		11/16/12 09:54		
<b>9071 Oil and Grease, Soxhlet</b>									
Analytical Method: EPA 9071 Preparation Method: EPA 3540									
Oil and Grease	313J mg/kg		423	62.6	1	11/27/12 13:15	11/27/12 13:15		
<b>351.2 Total Kjeldahl Nitrogen</b>									
Analytical Method: EPA 351.2 Preparation Method: EPA 351.2									
Nitrogen, Kjeldahl, Total	2800 mg/kg		143	20.0	1	11/15/12 18:51	11/15/12 21:49	7727-37-9	
<b>353.2 Nitrogen, NO2/NO3</b>									
Analytical Method: EPA 353.2 Preparation Method: EPA 353.2									
Nitrogen, NO2 plus NO3	2.1J mg/kg		4.2	2.1	1	11/30/12 08:45	12/04/12 10:59		
<b>365.4 Total Phosphorus</b>									
Analytical Method: EPA 365.4 Preparation Method: EPA 365.4									
Phosphorus	361 mg/kg		50.7	25.4	1	11/27/12 09:01	11/27/12 13:28	7723-14-0	
<b>Total Organic Carbon</b>									
Analytical Method: EPA 9060 Modified									
<i>Surrogates</i>									
RPD%	17.1 %				1		11/26/12 15:28		
Total Organic Carbon	16900 mg/kg		7690	2150	1		11/26/12 15:25	7440-44-0	
Total Organic Carbon	14300 mg/kg		9090	2550	1		11/26/12 15:28	7440-44-0	
Mean Total Organic Carbon	15600 mg/kg		8390	2350	1		11/26/12 15:28	7440-44-0	

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: MERP/3382 Analysis Method: EPA 7471  
QC Batch Method: EPA 7471 Analysis Description: 7471 Mercury  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 712610 Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/kg	<0.0033	0.0067	11/15/12 08:29	

LABORATORY CONTROL SAMPLE: 712611

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	mg/kg	.17	0.17	104	85-115	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 712612 712613

Parameter	Units	MS		MSD		MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		4070471003 Result	Spike Conc.	Spike Conc.	MS Result					
Mercury	mg/kg	0.015	.19	.19	0.20	0.20	100	101	85-115	0 20

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: MPRP/7799 Analysis Method: EPA 6010  
QC Batch Method: EPA 3050 Analysis Description: 6010 MET  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 713215 Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Arsenic	mg/kg	<0.36	2.0	11/16/12 13:31	
Cadmium	mg/kg	0.036J	0.50	11/16/12 13:31	
Chromium	mg/kg	<0.10	0.50	11/16/12 13:31	
Copper	mg/kg	<0.099	1.0	11/16/12 13:31	
Lead	mg/kg	<0.25	1.0	11/16/12 13:31	
Nickel	mg/kg	<0.077	1.0	11/16/12 13:31	
Selenium	mg/kg	<0.48	2.0	11/16/12 13:31	
Zinc	mg/kg	<0.96	4.0	11/16/12 13:31	

LABORATORY CONTROL SAMPLE: 713216

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/kg	50	50.8	102	80-120	
Cadmium	mg/kg	50	50.3	101	80-120	
Chromium	mg/kg	50	51.1	102	80-120	
Copper	mg/kg	50	51.0	102	80-120	
Lead	mg/kg	50	52.3	105	80-120	
Nickel	mg/kg	50	52.5	105	80-120	
Selenium	mg/kg	50	51.7	103	80-120	
Zinc	mg/kg	50	51.9	104	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 713217 713218

Parameter	Units	713217		713218		MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual	
		4070528001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result						MSD Result
Arsenic	mg/kg	1.2J	74.5	74.6	75.7	75.0	100	99	75-125	1	20
Cadmium	mg/kg	0.083J	74.5	74.6	75.6	74.9	101	100	75-125	1	20
Chromium	mg/kg	2.5	74.5	74.6	76.3	76.2	99	99	75-125	0	20
Copper	mg/kg	4.0	74.5	74.6	77.2	76.7	98	97	75-125	1	20
Lead	mg/kg	3.7	74.5	74.6	84.3	79.1	108	101	75-125	6	20
Nickel	mg/kg	1.3J	74.5	74.6	75.7	74.4	100	98	75-125	2	20
Selenium	mg/kg	<0.73	74.5	74.6	74.5	72.0	100	97	75-125	3	20
Zinc	mg/kg	8.3	74.5	74.6	88.8	81.3	108	98	75-125	9	20

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: OEXT/16940 Analysis Method: EPA 8082  
QC Batch Method: EPA 3541 Analysis Description: 8082 GCS PCB  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 712416 Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	<23.6	100	11/15/12 14:25	
PCB-1221 (Aroclor 1221)	ug/kg	<23.6	100	11/15/12 14:25	
PCB-1232 (Aroclor 1232)	ug/kg	<23.6	100	11/15/12 14:25	
PCB-1242 (Aroclor 1242)	ug/kg	<23.6	100	11/15/12 14:25	
PCB-1248 (Aroclor 1248)	ug/kg	<23.6	100	11/15/12 14:25	
PCB-1254 (Aroclor 1254)	ug/kg	<23.6	100	11/15/12 14:25	
PCB-1260 (Aroclor 1260)	ug/kg	<23.6	100	11/15/12 14:25	
Decachlorobiphenyl (S)	%	91	48-130	11/15/12 14:25	
Tetrachloro-m-xylene (S)	%	89	43-130	11/15/12 14:25	

LABORATORY CONTROL SAMPLE: 712417

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg		<23.6			
PCB-1221 (Aroclor 1221)	ug/kg		<23.6			
PCB-1232 (Aroclor 1232)	ug/kg		<23.6			
PCB-1242 (Aroclor 1242)	ug/kg		<23.6			
PCB-1248 (Aroclor 1248)	ug/kg		<23.6			
PCB-1254 (Aroclor 1254)	ug/kg		<23.6			
PCB-1260 (Aroclor 1260)	ug/kg	500	517	103	57-130	
Decachlorobiphenyl (S)	%			.93	48-130	
Tetrachloro-m-xylene (S)	%			.89	43-130	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 712418 712419

Parameter	Units	4070476008		MS	MSD	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		Result	Conc.	Spike Conc.	Spike Conc.							
PCB-1016 (Aroclor 1016)	ug/kg	<28.7				<28.7	<28.7				20	
PCB-1221 (Aroclor 1221)	ug/kg	<28.7				<28.7	<28.7				20	
PCB-1232 (Aroclor 1232)	ug/kg	<28.7				<28.7	<28.7				20	
PCB-1242 (Aroclor 1242)	ug/kg	<28.7				<28.7	<28.7				20	
PCB-1248 (Aroclor 1248)	ug/kg	<28.7				<28.7	<28.7				20	
PCB-1254 (Aroclor 1254)	ug/kg	<28.7				<28.7	<28.7				20	
PCB-1260 (Aroclor 1260)	ug/kg	<28.7	608	608	633	655		104	108	33-164	4	20
Decachlorobiphenyl (S)	%							93	96	48-130		
Tetrachloro-m-xylene (S)	%							89	90	43-130		

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: OEXT/16949 Analysis Method: EPA 8270 by SIM  
QC Batch Method: EPA 3546 Analysis Description: 8270/3546 MSSV.PAH by SIM  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 712844 Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1-Methylnaphthalene	ug/kg	<7.6	16.7	11/16/12 08:49	
2-Methylnaphthalene	ug/kg	<1.6	16.7	11/16/12 08:49	
Acenaphthene	ug/kg	<8.3	16.7	11/16/12 08:49	
Acenaphthylene	ug/kg	<8.3	16.7	11/16/12 08:49	
Anthracene	ug/kg	<1.7	16.7	11/16/12 08:49	
Benzo(a)anthracene	ug/kg	<8.3	16.7	11/16/12 08:49	
Benzo(a)pyrene	ug/kg	<8.3	16.7	11/16/12 08:49	
Benzo(b)fluoranthene	ug/kg	<2.4	16.7	11/16/12 08:49	
Benzo(g,h,i)perylene	ug/kg	<8.3	16.7	11/16/12 08:49	
Benzo(k)fluoranthene	ug/kg	<8.3	16.7	11/16/12 08:49	
Chrysene	ug/kg	<1.9	16.7	11/16/12 08:49	
Dibenz(a,h)anthracene	ug/kg	<8.3	16.7	11/16/12 08:49	
Fluoranthene	ug/kg	<8.3	16.7	11/16/12 08:49	
Fluorene	ug/kg	<8.3	16.7	11/16/12 08:49	
Indeno(1,2,3-cd)pyrene	ug/kg	<8.3	16.7	11/16/12 08:49	
Naphthalene	ug/kg	<3.1	16.7	11/16/12 08:49	
Phenanthrene	ug/kg	<2.1	16.7	11/16/12 08:49	
Pyrene	ug/kg	<8.3	16.7	11/16/12 08:49	
2-Fluorobiphenyl (S)	%	82	43-130	11/16/12 08:49	
Terphenyl-d14 (S)	%	86	32-130	11/16/12 08:49	

LABORATORY CONTROL SAMPLE: 712845

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/kg	333	272	82	44-130	
2-Methylnaphthalene	ug/kg	333	273	82	45-130	
Acenaphthene	ug/kg	333	277	83	51-130	
Acenaphthylene	ug/kg	333	284	85	53-130	
Anthracene	ug/kg	333	310	93	48-130	
Benzo(a)anthracene	ug/kg	333	269	81	55-130	
Benzo(a)pyrene	ug/kg	333	294	88	56-130	
Benzo(b)fluoranthene	ug/kg	333	285	86	53-130	
Benzo(g,h,i)perylene	ug/kg	333	285	85	58-130	
Benzo(k)fluoranthene	ug/kg	333	274	82	55-130	
Chrysene	ug/kg	333	275	82	59-130	
Dibenz(a,h)anthracene	ug/kg	333	289	87	56-130	
Fluoranthene	ug/kg	333	302	91	56-130	
Fluorene	ug/kg	333	290	87	54-130	
Indeno(1,2,3-cd)pyrene	ug/kg	333	281	84	57-130	
Naphthalene	ug/kg	333	245	73	43-130	
Phenanthrene	ug/kg	333	296	89	56-130	

### QUALITY CONTROL DATA

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

LABORATORY CONTROL SAMPLE: 712845

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Pyrene	ug/kg	333	269	81	54-130	
2-Fluorobiphenyl (S)	%			90	43-130	
Terphenyl-d14 (S)	%			95	32-130	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 712846 712847

Parameter	Units	MS		MSD		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual	
		4070476006 Result	Spike Conc.	Spike Conc.	MS Result							MSD Result
1-Methylnaphthalene	ug/kg	13.2J	365	365	263	264	68	69	35-130	0	30	
2-Methylnaphthalene	ug/kg	18.7	365	365	270	272	69	69	39-130	1	33	
Acenaphthene	ug/kg	<9.1	365	365	280	277	76	76	40-130	1	20	
Acenaphthylene	ug/kg	<9.1	365	365	286	283	78	77	40-130	1	20	
Anthracene	ug/kg	<1.9	365	365	315	300	86	82	46-130	5	24	
Benzo(a)anthracene	ug/kg	<9.1	365	365	273	266	75	73	42-130	3	25	
Benzo(a)pyrene	ug/kg	<9.1	365	365	276	259	75	71	40-130	6	31	
Benzo(b)fluoranthene	ug/kg	<2.6	365	365	309	325	84	88	45-130	5	29	
Benzo(g,h,i)perylene	ug/kg	<9.1	365	365	277	274	74	73	16-143	1	23	
Benzo(k)fluoranthene	ug/kg	<9.1	365	365	261	247	71	68	38-130	6	33	
Chrysene	ug/kg	10.4J	365	365	282	271	74	71	38-130	4	31	
Dibenz(a,h)anthracene	ug/kg	<9.1	365	365	283	281	77	77	30-135	1	23	
Fluoranthene	ug/kg	<9.1	365	365	304	290	83	79	42-133	5	28	
Fluorene	ug/kg	<9.1	365	365	295	290	81	79	43-130	2	22	
Indeno(1,2,3-cd)pyrene	ug/kg	<9.1	365	365	274	274	74	74	15-150	.0	27	
Naphthalene	ug/kg	3.6J	365	365	227	250	61	67	24-130	10	33	
Phenanthrene	ug/kg	15.7J	365	365	305	293	79	76	27-135	4	27	
Pyrene	ug/kg	12.9J	365	365	288	276	75	72	36-130	4	23	
2-Fluorobiphenyl (S)	%						84	88	43-130			
Terphenyl-d14 (S)	%						92	101	32-130			

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

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QC Batch: PMST7919	Analysis Method: ASTM D2974-87
QC Batch Method: ASTM D2974-87	Analysis Description: Dry Weight/Percent Moisture
Associated Lab Samples: 4070528001	

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SAMPLE DUPLICATE: 713771

Parameter	Units	4070527001 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	14.7	15.5	5	10	



**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

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QC Batch: PMST7920	Analysis Method: ASTM D2974-87
QC Batch Method: ASTM D2974-87	Analysis Description: Dry Weight/Percent Moisture
Associated Lab Samples: 4070528002	

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SAMPLE DUPLICATE: 713814

Parameter	Units	4070325008 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	15.5	15.5	0	10	

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: WET/28655      Analysis Method: EPA 9071  
QC Batch Method: EPA 3540      Analysis Description: 9071 SOX, Oil and Grease  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 1339710      Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Oil and Grease	mg/kg	<37.0	250	11/27/12 13:15	

LABORATORY CONTROL SAMPLE: 1339711

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Oil and Grease	mg/kg	2000	1930	96	78-114	

MATRIX SPIKE SAMPLE: 1339712

Parameter	Units	10212210001 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Oil and Grease	mg/kg	25100	16200	46400	132	78-114 M1	

SAMPLE DUPLICATE: 1339713

Parameter	Units	10213079001 Result	Dup Result	RPD	Max RPD	Qualifiers
Oil and Grease	mg/kg	419000	409000	2	18	

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: WETA/15139      Analysis Method: EPA 351.2  
QC Batch Method: EPA 351.2      Analysis Description: 351.2 TKN  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 712743      Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Nitrogen, Kjeldahl, Total	mg/kg	<14.0	100	11/15/12 21:42	

LABORATORY CONTROL SAMPLE: 712744

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Kjeldahl, Total	mg/kg	500	515	103	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 712745      712746

Parameter	Units	4070218004		MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	Max		
		Result	Conc.								RPD	RPD	Qual
Nitrogen, Kjeldahl, Total	mg/kg	20000	2770	2770	2670	22700	21600	97	60	80-120	5	20	P6

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: WETA/15409      Analysis Method: EPA 353.2  
QC Batch Method: EPA 353.2      Analysis Description: 353.2 Nitrate + Nitrite  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 721522      Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Nitrogen, NO2 plus NO3	mg/kg	<1.2	2.5	12/04/12 10:55	

LABORATORY CONTROL SAMPLE: 721523

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, NO2 plus NO3	mg/kg	25	23.6	94	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 721524      721525

Parameter	Units	721524		721525		MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		4070528002 Result	MS Spike Conc.	MSD Spike Conc.	MS Result					
Nitrogen, NO2 plus NO3	mg/kg	2.1	42.3	42.3	40.3	40.9	90	92	80-120	1 20

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: WETA/15274 Analysis Method: EPA 365.4  
QC Batch Method: EPA 365.4 Analysis Description: 365.4 Total Phosphorus  
Associated Lab Samples: 4070528001, 4070528002

METHOD BLANK: 717661 Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Phosphorus	mg/kg	<20.0	40.0	11/27/12 13:24	

LABORATORY CONTROL SAMPLE: 717662

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Phosphorus	mg/kg	500	517	103	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 717663 717664

Parameter	Units	717663		717664		MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		4070815005 Result	MS Spike Conc.	MSD Spike Conc.	MS Result					
Phosphorus	mg/kg	543	528	528	1010	997	88	86	80-120	1 20

**QUALITY CONTROL DATA**

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

QC Batch: WETA/15257	Analysis Method: EPA 9060 Modified
QC Batch Method: EPA 9060 Modified	Analysis Description: 9060 TOC Average
Associated Lab Samples: 4070528001, 4070528002	

METHOD BLANK: 717448 Matrix: Solid  
Associated Lab Samples: 4070528001, 4070528002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mean Total Organic Carbon	mg/kg	<70.0	250	11/26/12 13:08	

LABORATORY CONTROL SAMPLE: 717449

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mean Total Organic Carbon	mg/kg	1000	1060	106	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 717450 717451

Parameter	Units	4070536001 Result	MS Spike Conc.	MSD Spike Conc.	717450		717451		% Rec Limits	Max RPD	Qual
					MS Result	MSD Result	MS % Rec	MSD % Rec			
Mean Total Organic Carbon	mg/kg	38200	14800	14300	52400	52000	96	97	50-150	1	30

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 717452 717453

Parameter	Units	4070528001 Result	MS Spike Conc.	MSD Spike Conc.	717452		717453		% Rec Limits	Max RPD	Qual
					MS Result	MSD Result	MS % Rec	MSD % Rec			
Mean Total Organic Carbon	mg/kg	9000	12200	13300	21400	25300	102	122	50-150	17	30

### QUALIFIERS

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

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#### DEFINITIONS

- DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.
- ND - Not Detected at or above adjusted reporting limit.
- J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.
- MDL - Adjusted Method Detection Limit.
- PRL - Pace Reporting Limit.
- RL - Reporting Limit.
- S - Surrogate
- 1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.
- Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.
- LCS(D) - Laboratory Control Sample (Duplicate)
- MS(D) - Matrix Spike (Duplicate)
- DUP - Sample Duplicate
- RPD - Relative Percent Difference
- NC - Not Calculable.
- SG - Silica Gel - Clean-Up
- U - Indicates the compound was analyzed for, but not detected.
- N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.
- Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.
- TNI - The NELAC Institute.

#### LABORATORIES

- PASI-G Pace Analytical Services - Green Bay
- PASI-M Pace Analytical Services - Minneapolis

#### BATCH QUALIFIERS

- Batch: MSSV/5179
  - [IP] Benzo(b)fluoranthene and benzo(k)fluoranthene were in the check standard but did not meet the resolution criteria in SW846 Method 8270C. Whereas sample results included are reported as individual isomers, the lab and the customer must recognize them as an isomeric pair.
- Batch: WETA/15257
  - [WB] Results reported on dry weight basis per cited method.
- Batch: WETA/15258
  - [WB] Results reported on dry weight basis per cited method.

#### ANALYTE QUALIFIERS

- B Analyte was detected in the associated method blank.
- M1 Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.
- P6 Matrix spike recovery was outside laboratory control limits due to a parent sample concentration notably higher than the spike level.

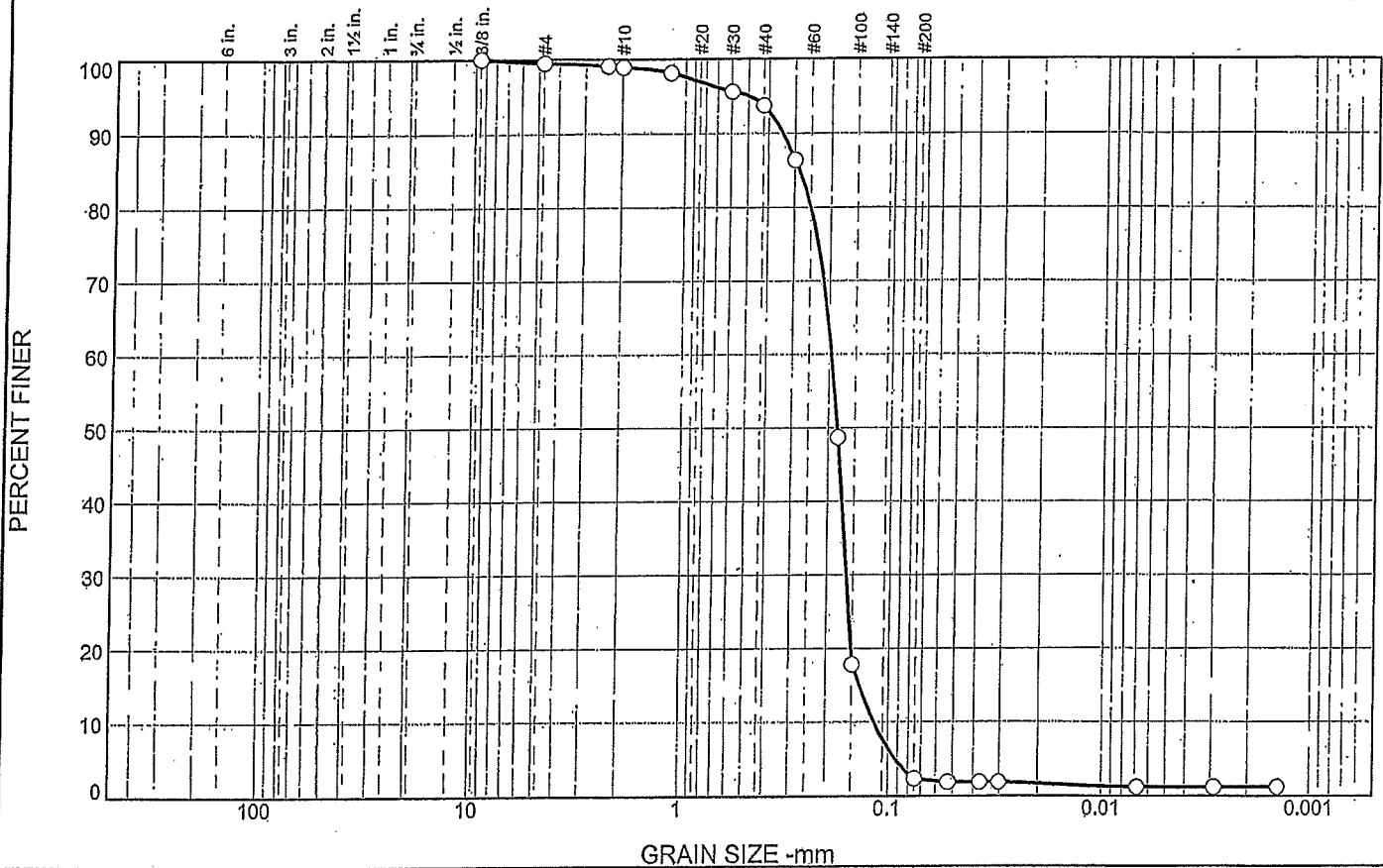
### QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: C7499-MARSHALL 12  
Pace Project No.: 4070528

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
4070528001	TOP	EPA 3541	OEXT/16940	EPA 8082	GCSV/8760
4070528002	BOTTOM	EPA 3541	OEXT/16940	EPA 8082	GCSV/8760
4070528001	TOP	EPA 3050	MPRP/7799	EPA 6010	ICP/6835
4070528002	BOTTOM	EPA 3050	MPRP/7799	EPA 6010	ICP/6835
4070528001	TOP	EPA 7471	MERP/3382	EPA 7471	MERC/4042
4070528002	BOTTOM	EPA 7471	MERP/3382	EPA 7471	MERC/4042
4070528001	TOP	EPA 3546	OEXT/16949	EPA 8270 by SIM	MSSV/5179
4070528002	BOTTOM	EPA 3546	OEXT/16949	EPA 8270 by SIM	MSSV/5179
4070528001	TOP	ASTM D2974-87	PMST/7919		
4070528002	BOTTOM	ASTM D2974-87	PMST/7920		
4070528001	TOP	EPA 3540	WET/28655	EPA 9071	WET/28670
4070528002	BOTTOM	EPA 3540	WET/28655	EPA 9071	WET/28670
4070528001	TOP	EPA 351.2	WETA/15139	EPA 351.2	WETA/15165
4070528002	BOTTOM	EPA 351.2	WETA/15139	EPA 351.2	WETA/15165
4070528001	TOP	EPA 353.2	WETA/15409	EPA 353.2	WETA/15410
4070528002	BOTTOM	EPA 353.2	WETA/15409	EPA 353.2	WETA/15410
4070528001	TOP	EPA 365.4	WETA/15274	EPA 365.4	WETA/15280
4070528002	BOTTOM	EPA 365.4	WETA/15274	EPA 365.4	WETA/15280
4070528001	TOP	EPA 9060 Modified	WETA/15257		
4070528001	TOP	EPA 9060 Modified	WETA/15258		
4070528002	BOTTOM	EPA 9060 Modified	WETA/15257		
4070528002	BOTTOM	EPA 9060 Modified	WETA/15258		



# Particle Size Distribution Report



GRAIN SIZE -mm

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.5	0.6	5.1	91.4	1.2	1.2

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	99.5		
#8	99.1		
#10	98.9		
#16	98.2		
#30	95.6		
#40	93.8		
#50	86.4		
#80	48.7		
#100	17.8		
#200	2.4		

Material Description

Dark Brown Fine Sand, Little Organics Trace Silt and Gravel

Atterberg Limits

PL=                      LL=                      PI=

Coefficients

D<sub>90</sub>= 0.3447      D<sub>85</sub>= 0.2855      D<sub>60</sub>= 0.1951  
D<sub>50</sub>= 0.1815      D<sub>30</sub>= 0.1616      D<sub>15</sub>= 0.1381  
D<sub>10</sub>= 0.1166      C<sub>u</sub>= 1.67              C<sub>c</sub>= 1.15

Classification

USCS= SP                      AASHTO=

Remarks

Natural Moisture = 52.5%  
Organic Content = 5.2%

\* (no specification provided)

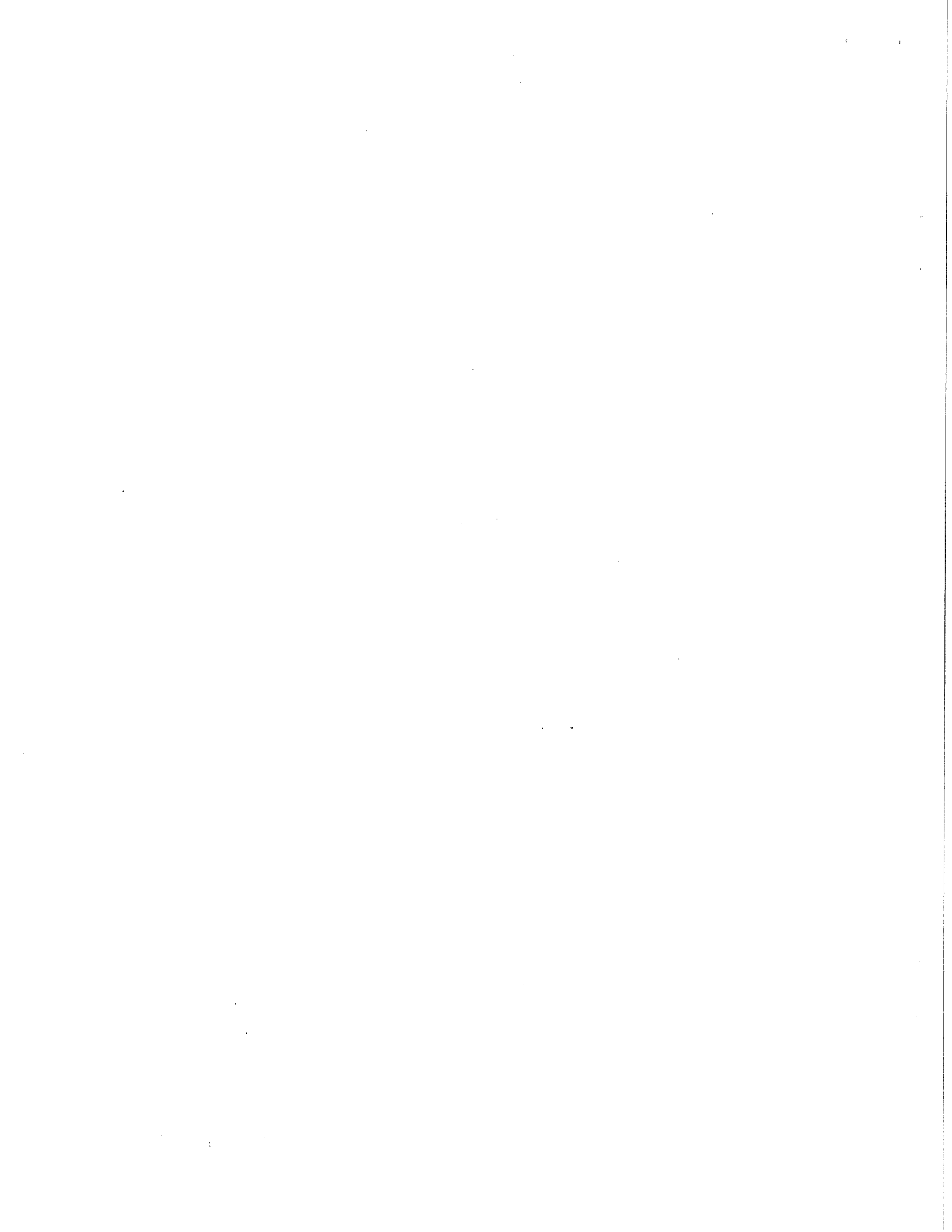
Sample Number: 1

Date: 11/16/12

	<p>Client: City of Madison</p> <p>Project: Warner Boat Launch Sediments</p> <p>Project No: C12075-31</p>	<p>Figure</p>
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Tested By: KJS

Checked By: ESF





# LOG OF SEDIMENT CORE

Project Warner Boat Launch Sediments  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 849.3\*  
 Job No. C12075-31  
 Sheet 1 of 1

2921 Parry 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	Water (28")					
				5.3	Dark Brown Fine Sand, Little Organics, Trace Silt and Gravel (SP)		52.5			5.2
				5.3	End Sediment Core at 5.3 ft					
				10	Sample homogenized prior to submittal for analytical testing  *Elevation determined using datum obtained on 11/10/12 from the Land Conservation Division of the Government of Dane County.					

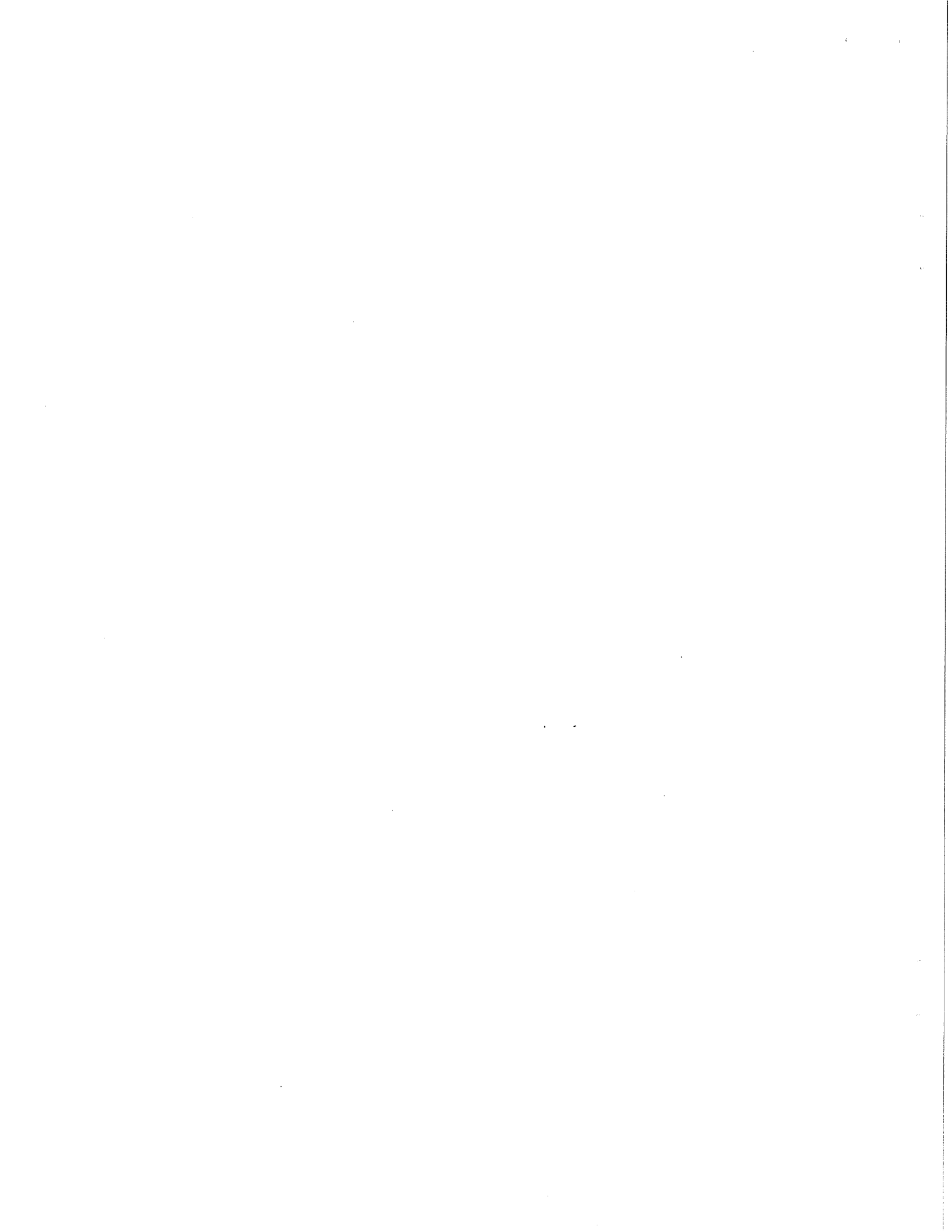
### WATER LEVEL OBSERVATIONS

While Drilling  \_\_\_\_\_ Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

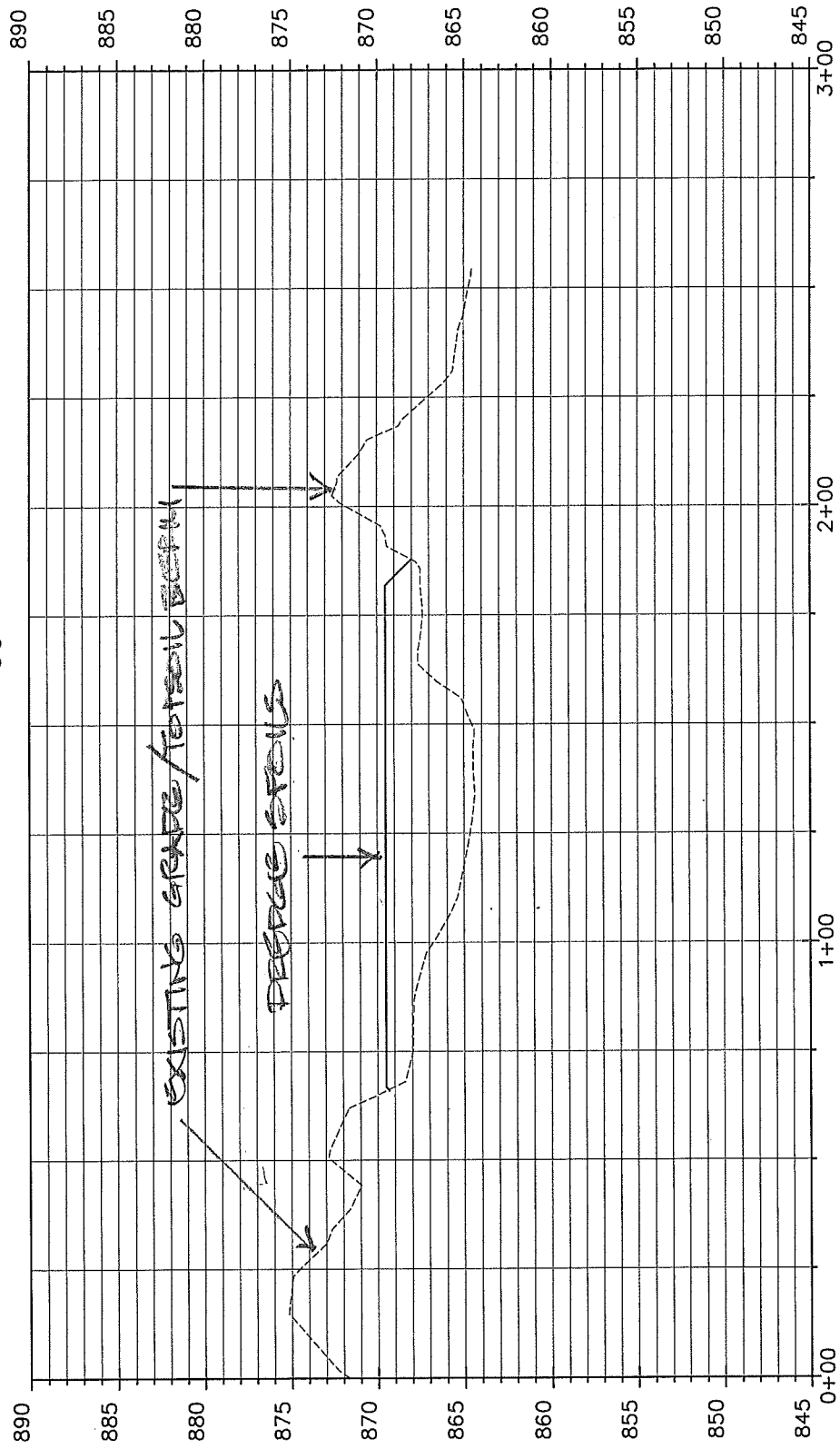
### GENERAL NOTES

Start 11/10/12 End 11/10/12  
 Driller \_\_\_\_\_ Chief ESF Rig \_\_\_\_\_  
 Logger \_\_\_\_\_ Editor ESF  
 Drill Method Piston Sampler Pre-Washed w/ TSP Solution

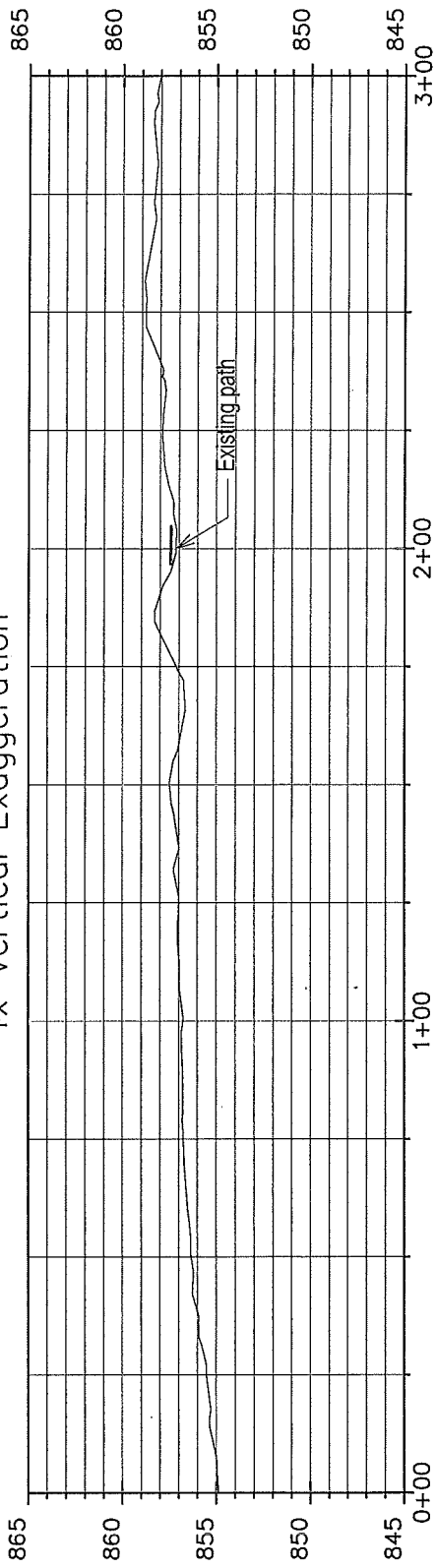
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



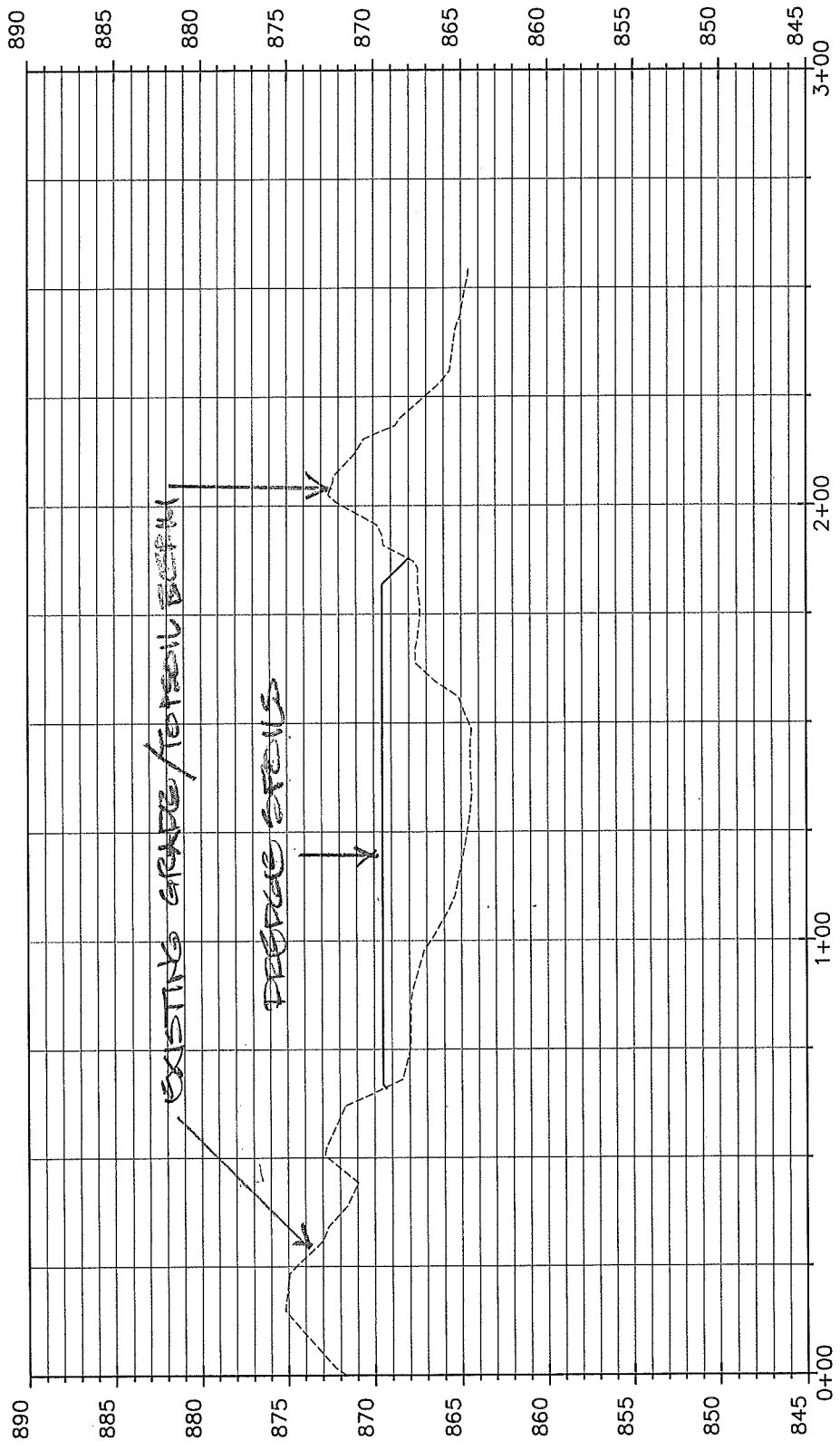
Cherokee Marsh Fill Site - Section A-A' Looking North  
4x Vertical Exaggeration



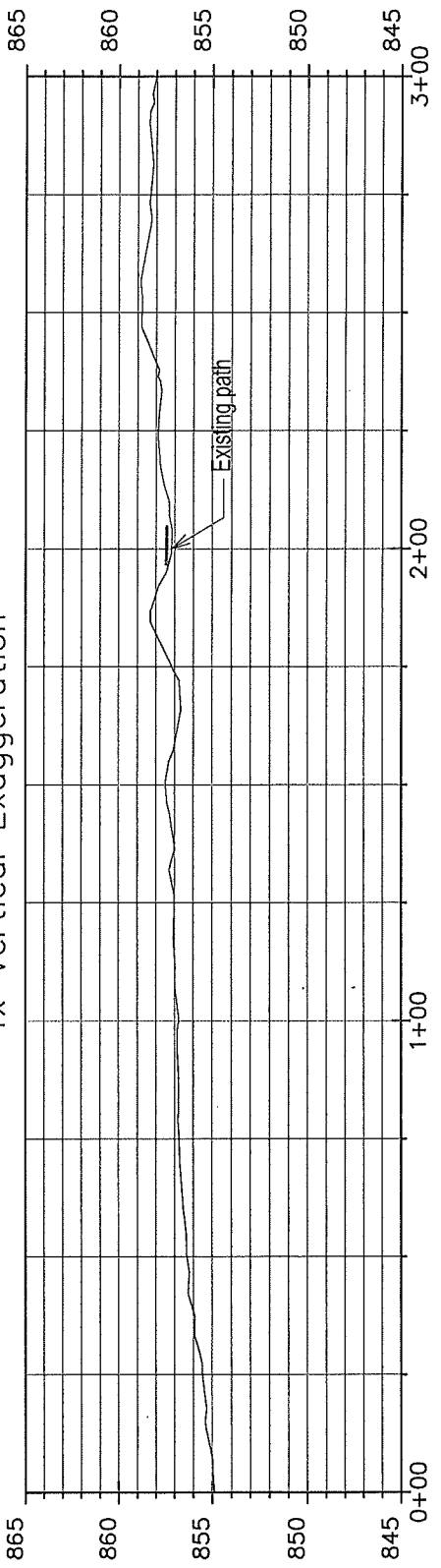
Cherokee Marsh Fill Site - Section B-B' Looking West  
4x Vertical Exaggeration



Cherokee Marsh Fill Site - Section A-A' Looking North  
4x Vertical Exaggeration



Cherokee Marsh Fill Site - Section B-B' Looking West  
4x Vertical Exaggeration





SECTION E: PROPOSAL

WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032

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

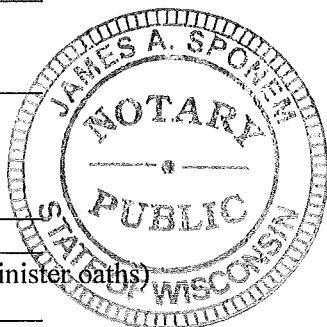
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal.
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 Raymond P. Catell Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Madison; State of WIS; 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.

Booth Mackey  
SIGNATURE

Secretary  
TITLE, IF ANY

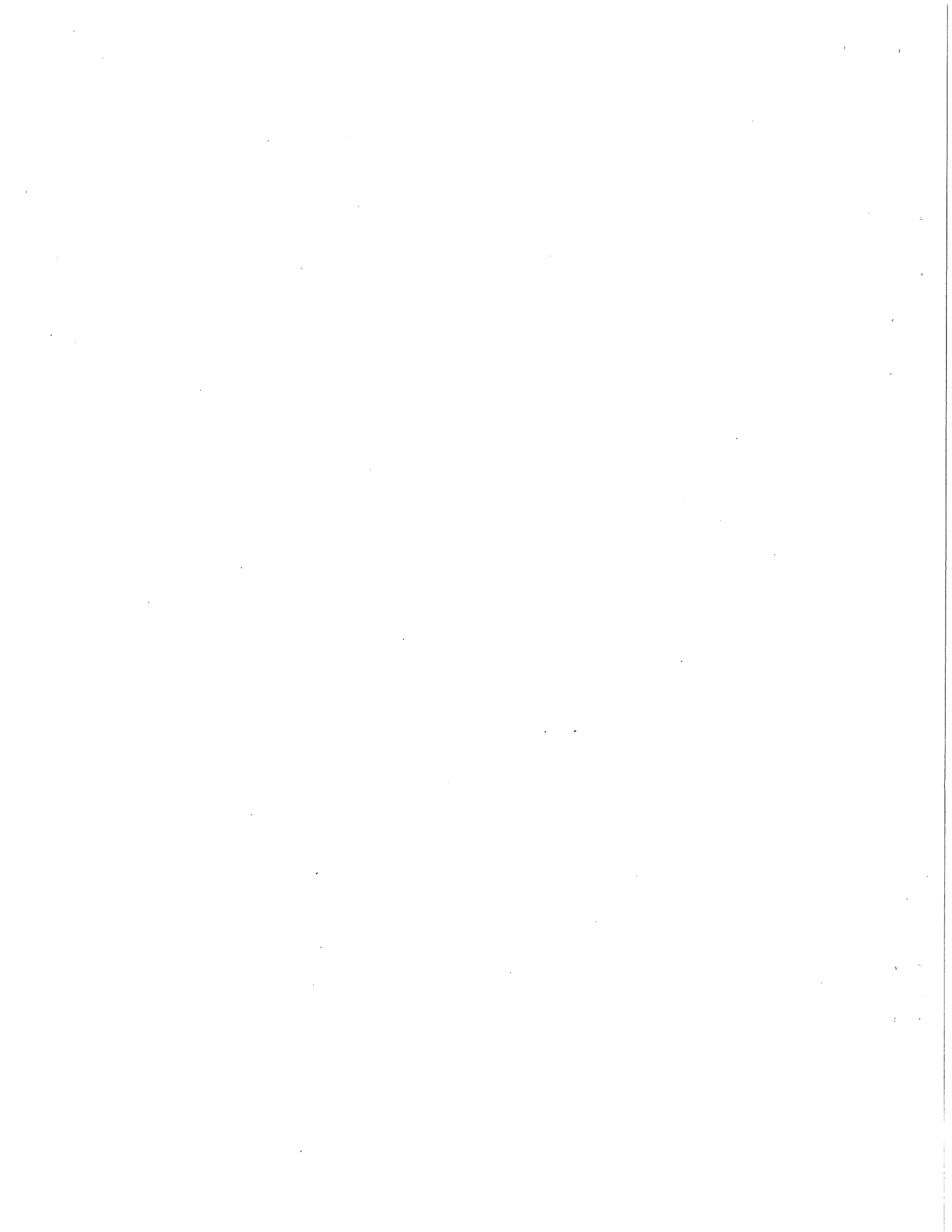


Sworn and subscribed to before me this 22 day of February, 2013

James A. Spener  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12-21-14

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



**WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032**

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

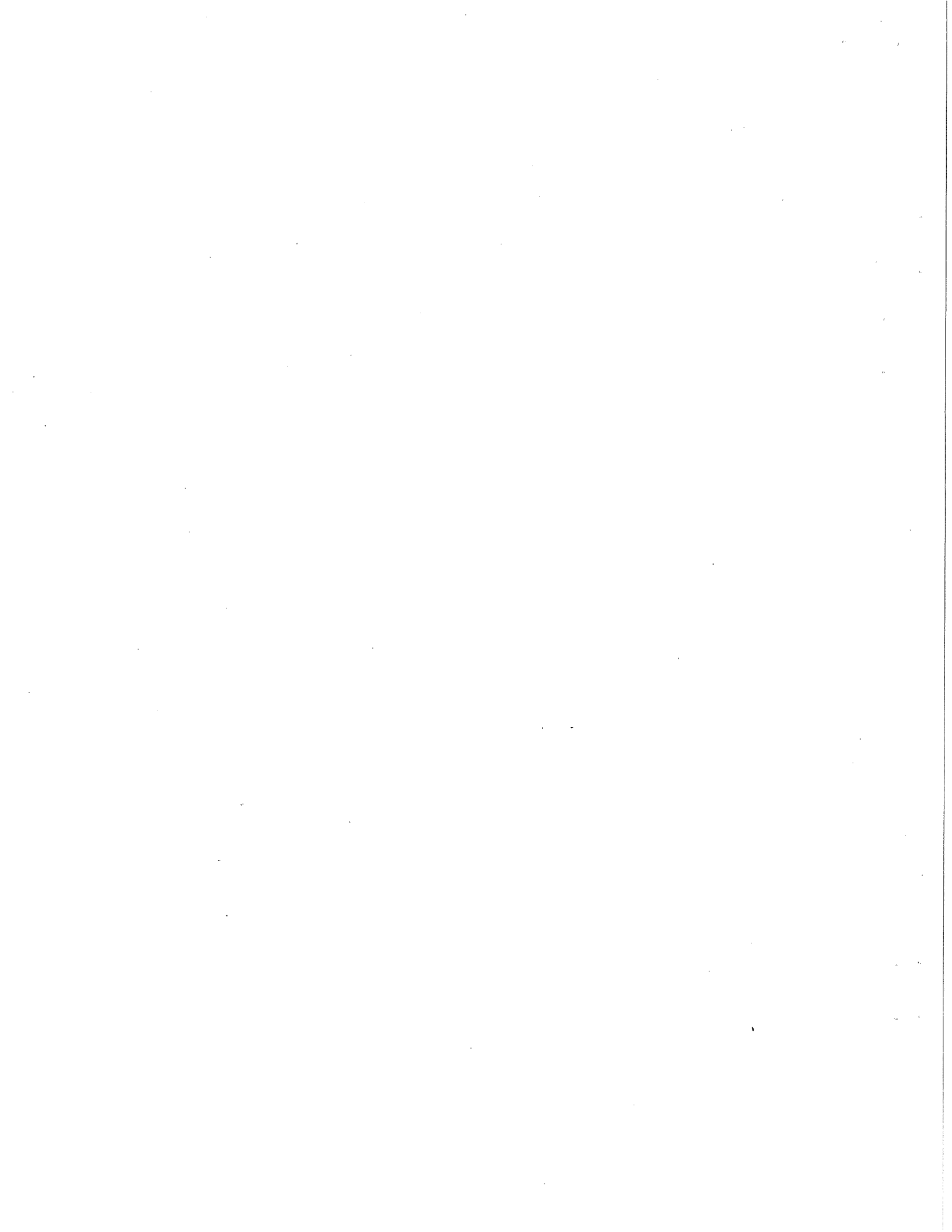
Print the Name of Authorized Officer

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

Name of Corporation, Partnership or Sole Proprietorship

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



**WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032**

**Best Value Contracting**

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

*NONE*

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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.

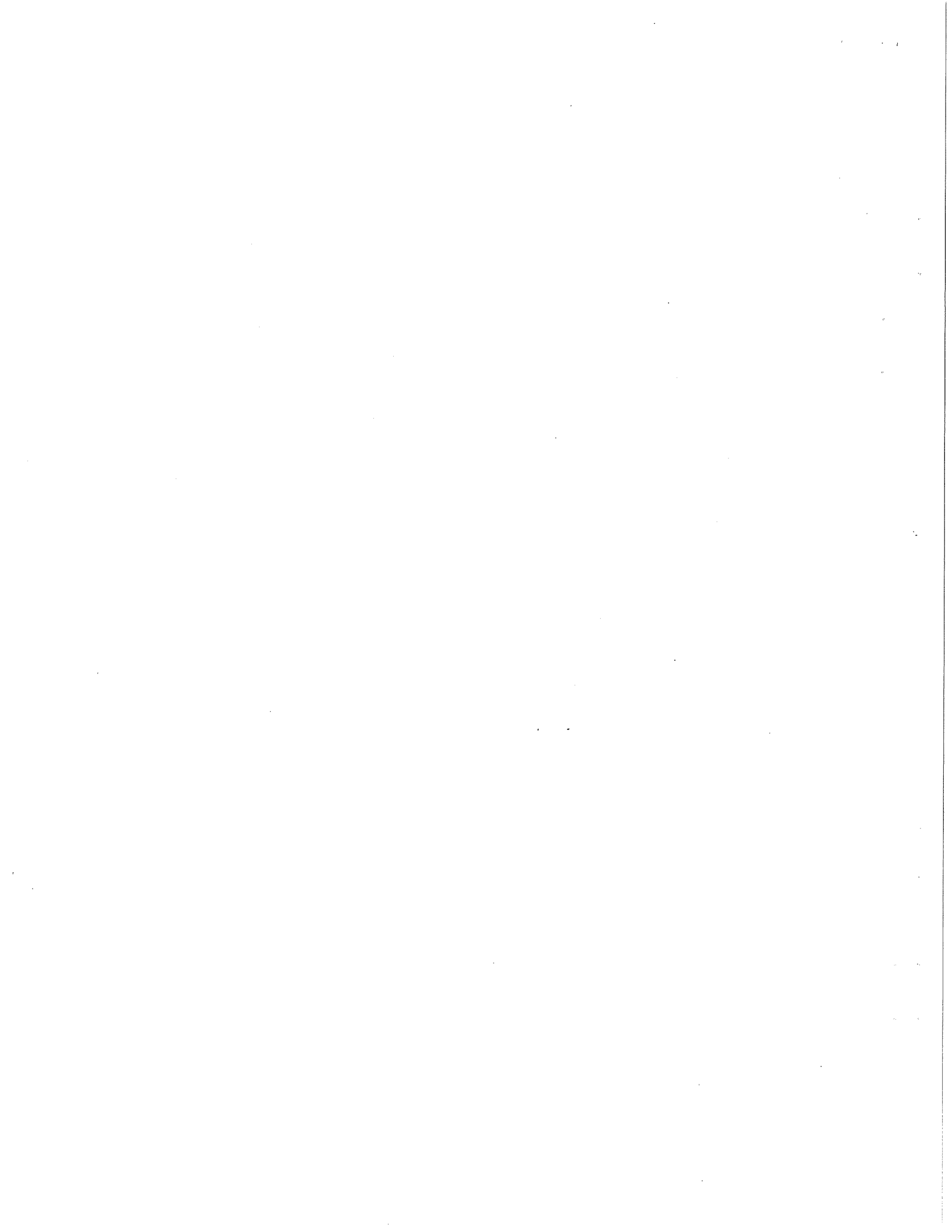
3. The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on this Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).

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.
<del>W-ATT</del>	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.

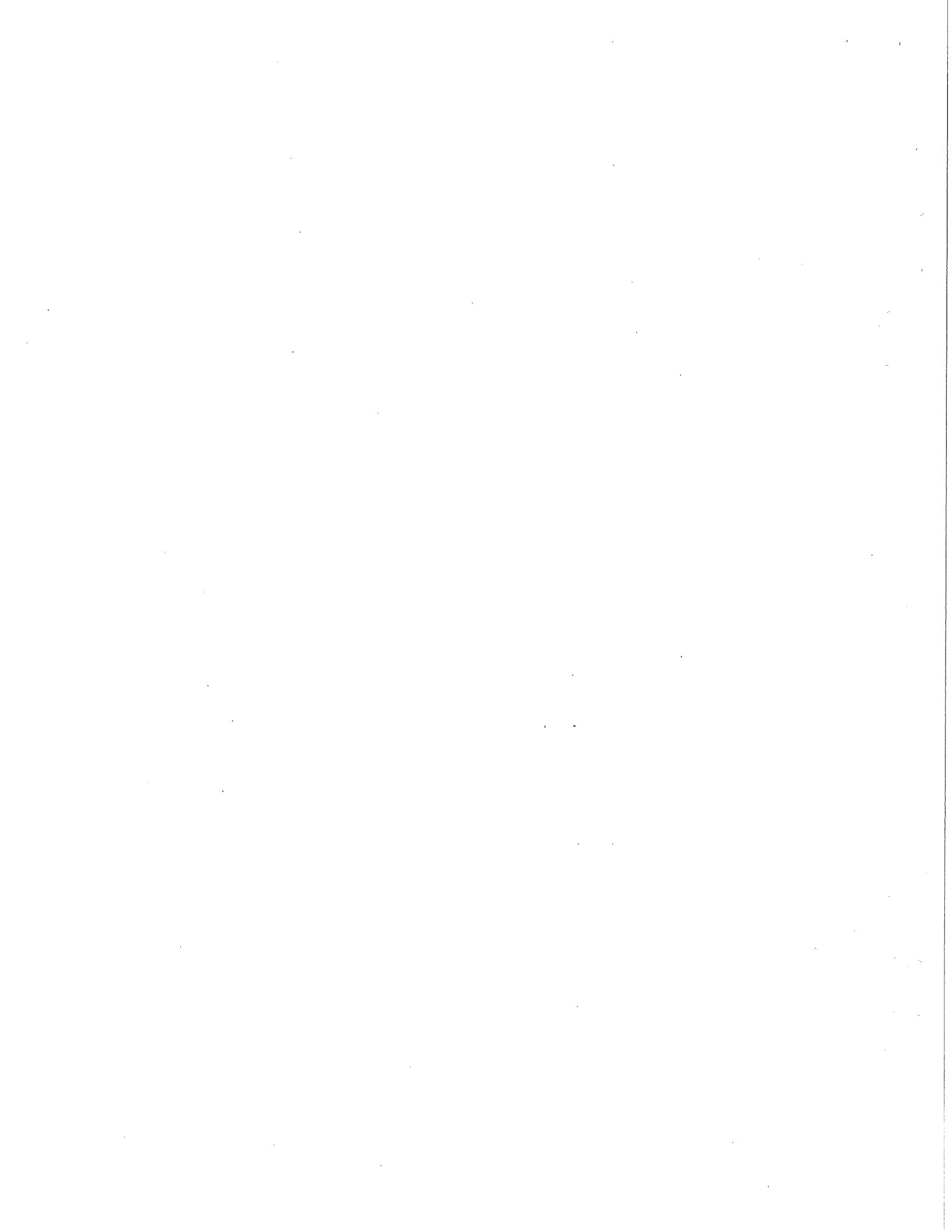


**WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032**

**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 checked="" type="checkbox"/>	Cement Mason / Concrete Finisher		<input checked="" 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 checked="" type="checkbox"/>	Construction Craft Laborer		<input checked="" 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 checked="" type="checkbox"/>	Heavy Equipment Operator / Operating Engineer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Insulation Worker (Heat & Frost)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker (Assembler, Metal Bldgs)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Painter & Decorator		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plasterer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plumber		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Residential Electrician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Roofer & Waterproofer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sheet Metal Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sprinklerfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Refrigeration)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Service)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Taper & Finisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Telecommunications (Voice, Data & Video) Installer-Technician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tile Setter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





PROPOSAL

NAME OF BIDDER

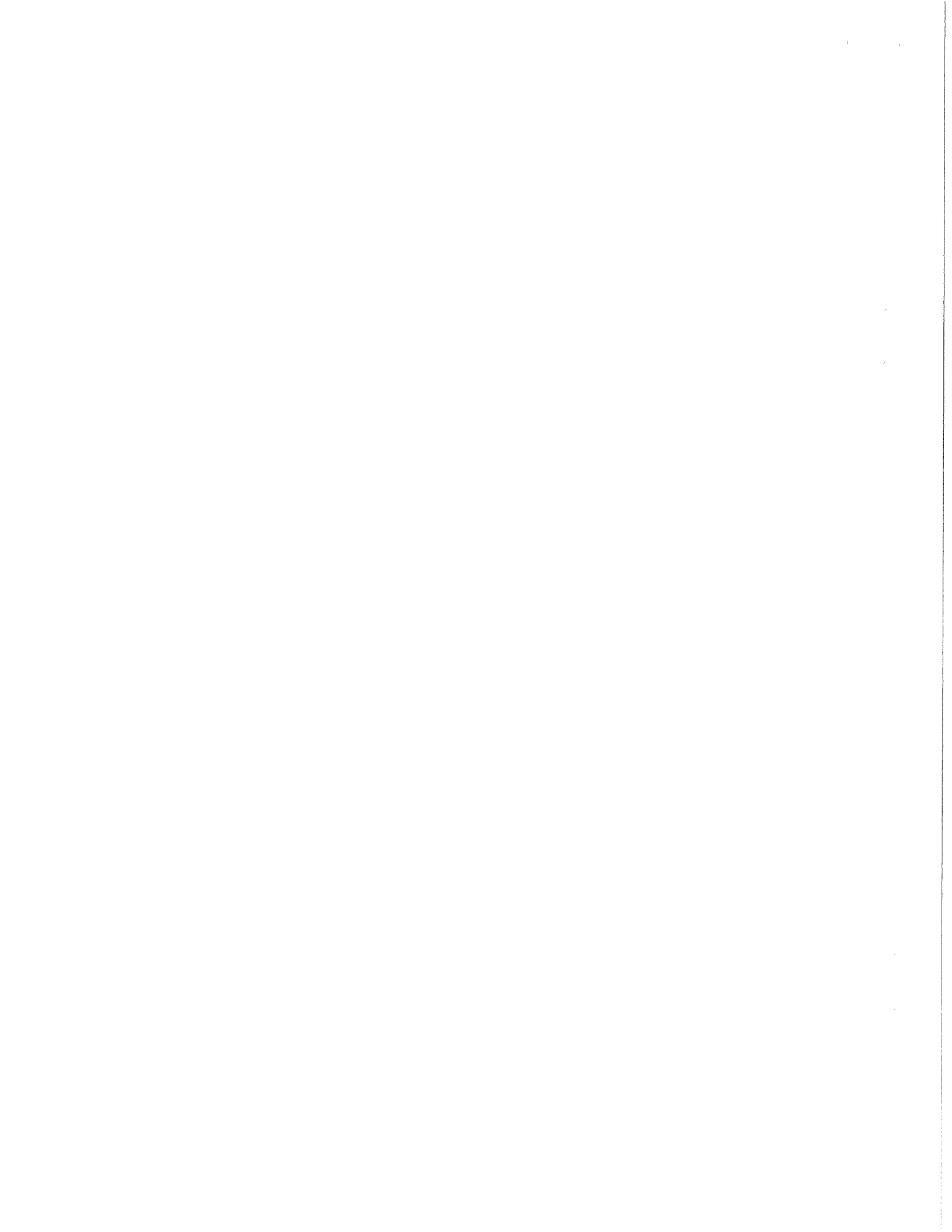
WARNER BOAT LAUNCH DREDGING - 2013

CONTRACT NO. 7032

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. CL-60-58201-810677-00-0000000-60368C00					
10911	MOBILIZATION	1.0	LS	\$ 13,000.00	\$ 13,000.00
20217	3" CLEAR STONE	40.0	T	\$ 12.00	\$ 480.00
20701	SUN TERRACE SEEDING	2115.0	SY	\$ 1.10	\$ 2,326.50
20703	TEMPORARY SEEDING	12940.0	SY	\$ 0.30	\$ 3,882.00
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1.0	LS	\$ 3,500.00	\$ 3,500.00
21011	CONSTRUCTION ENTRANCE	1.0	EA	\$ 300.00	\$ 300.00
21013	STREET SWEEPING	1.0	LS	\$ 2,000.00	\$ 2,000.00
21015	INLET PROTECTION TYPE C	4.0	EA	\$ 50.00	\$ 200.00
21018	SILT SOCK, PROVIDE, INSTALL & MAINTAIN	200.0	LF	\$ 7.00	\$ 1,400.00
90001	DREDGING - WARNER PARK	2100.0	CY	\$ 15.00	\$ 31,500.00
90002	DEWATERING - WARNER PARK	1.0	LS	\$ 3.00	\$ 3.00
90003	CONSTRUCTION SURVEYING - WARNER PARK	1.0	LS	\$ 3,600.00	\$ 3,600.00
90004	TURBIDITY BARRIER - WARNER PARK	435.0	LF	\$ 30.00	\$ 13,050.00
90005	HAUL ROAD MAINTENANCE	1.0	LS	\$ 2,500.00	\$ 2,500.00
90006	FILL/COVER	638.0	CY	\$ 6.50	\$ 4,147.00
90007	TOPSOIL REDISTRIBUTION	1.0	LS	\$ 5,000.00	\$ 5,000.00
90008	CLEAN OUT CULVERTS	1.0	LS	\$ 3,500.00	\$ 3,500.00
90009	SPRING MAINTENANCE DREDGE	300.0	CY	\$ 18.00	\$ 5,400.00

GRAND TOTAL	\$95,788.50
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✓  
80





Department of Public Works  
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
608 264 9275 FAX  
1 866 704 2315 Textnet

Principal Engineers  
Michael R. Dailey, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.

Facilities & Sustainability  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

Operations Manager  
Kathleen M. Cryan

GIS Manager  
David A. Davis, R.L.S.

Financial Officer  
Steven B. Danner-Rivers  
Hydrogeologist  
Brynn Bemis

**BIENNIAL BID BOND**

Raymond P. Cattell, Inc.

(a corporation of the State of Wisconsin )  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
The Ohio Casualty Insurance Company

a corporation of the State of Ohio (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, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2012 through February 1, 2014.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.



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

**PRINCIPAL**

Raymond P. Cattell, Inc. 12-20-2011  
COMPANY NAME AFFIX SEAL DATE

By: James J. Spore - Treasurer  
SIGNATURE AND TITLE

**SURETY**

The Ohio Casualty Insurance Company December 14, 2011  
COMPANY NAME AFFIX SEAL DATE

By: Eileen Miller  
SIGNATURE AND TITLE

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2513583 for the year 2011-2012, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 14, 2011  
DATE

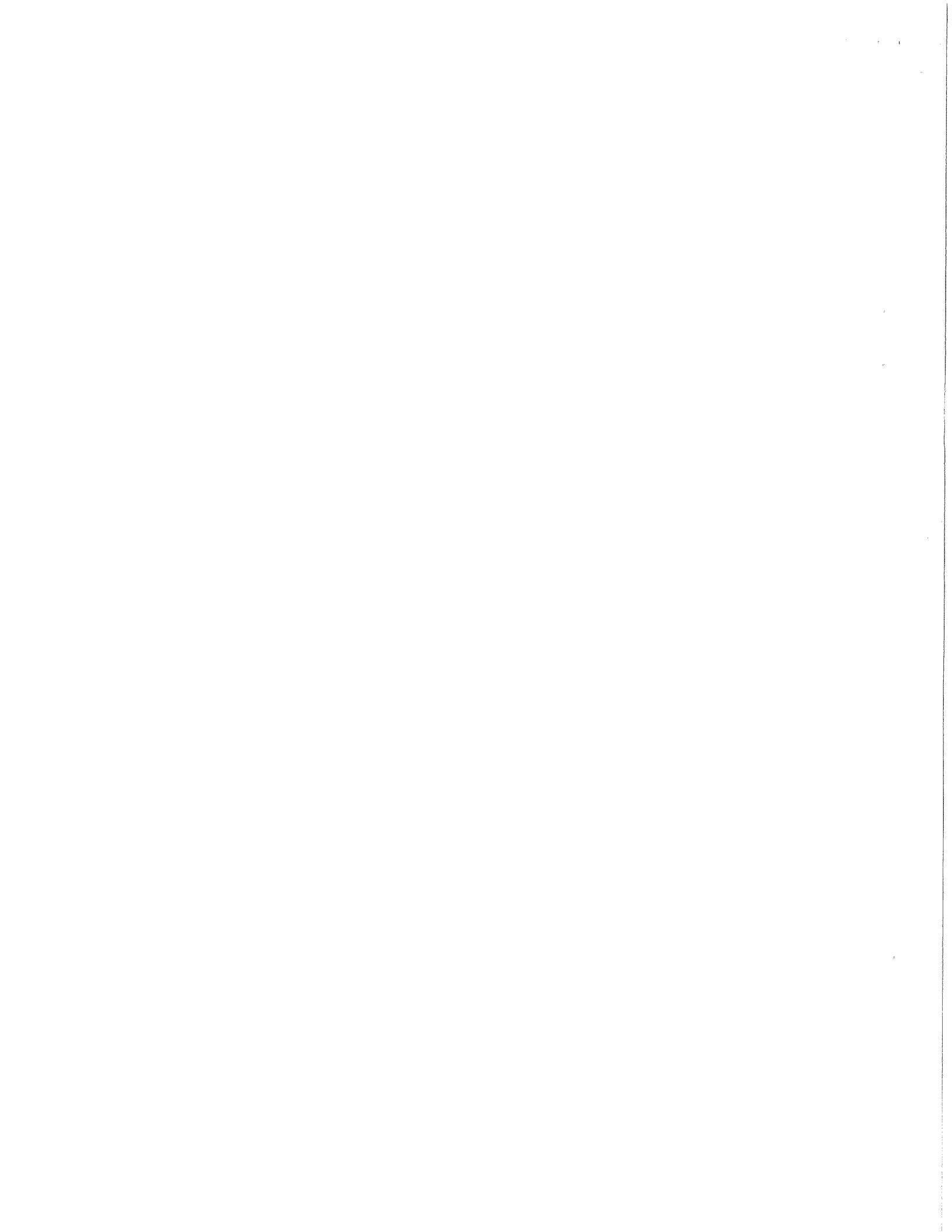
Eileen Miller  
AGENT

M3, 3113 West Beltline Highway  
ADDRESS

Madison, WI 53713  
CITY, STATE AND ZIP CODE

608-288-2876  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.



## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) February 1, 2012 to February 1, 2014
NAME OF SURETY The Ohio Casualty Insurance Company
NAME OF CONTRACTOR Raymond P. Cattell, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

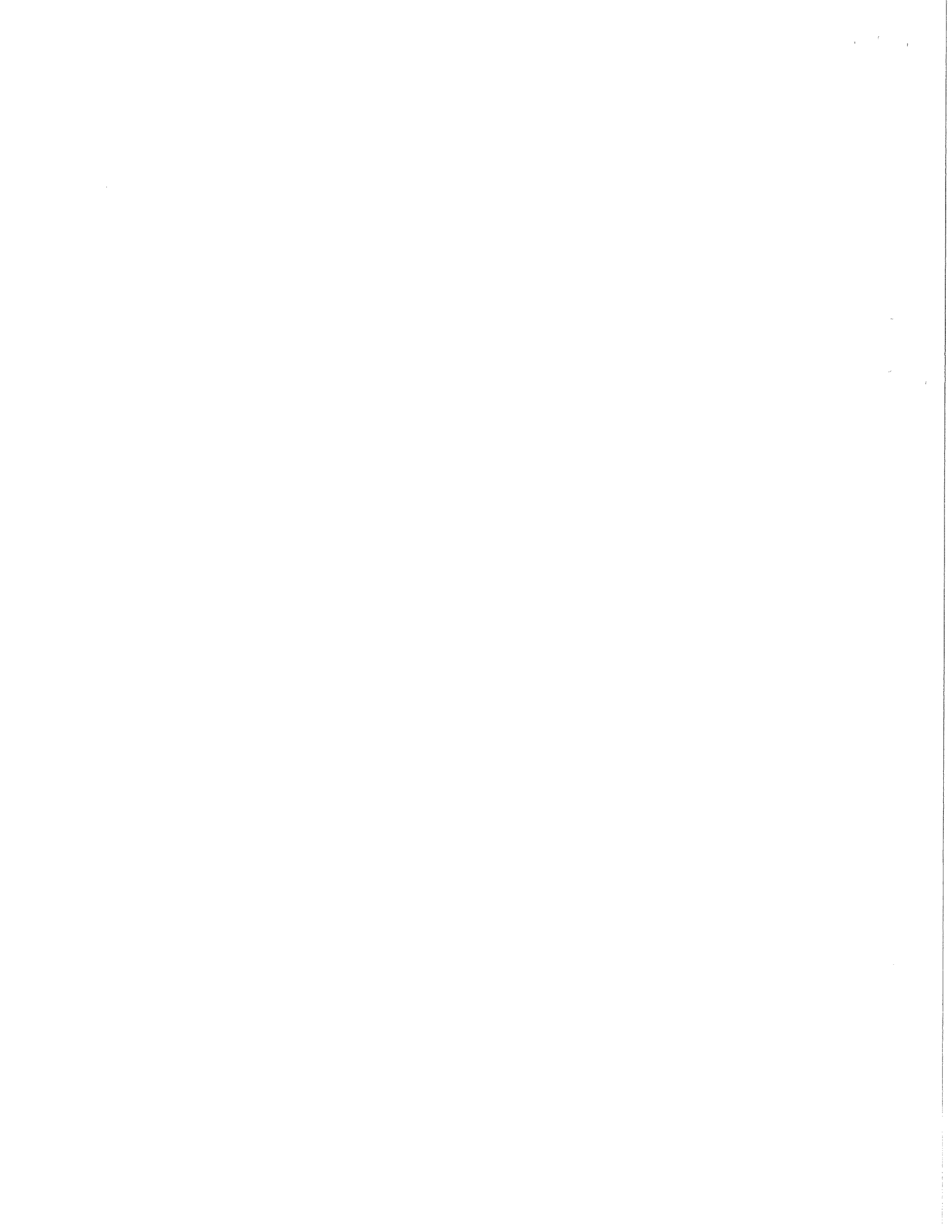
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

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

December 14, 2011  
DATE





THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 44-090

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: Richard F. Kekula, Dale E. VanDam, Kim Schwenn, Linda J. Portz, Bernadette L. McShane, Sue Kittleson, Heidi Hodel, Julie Zimmerman or Eileen Miller of Madison, Wisconsin its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 3rd day of February, 2011.



J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 3rd day of February, 2011 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came J. Timothy D'Errico, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

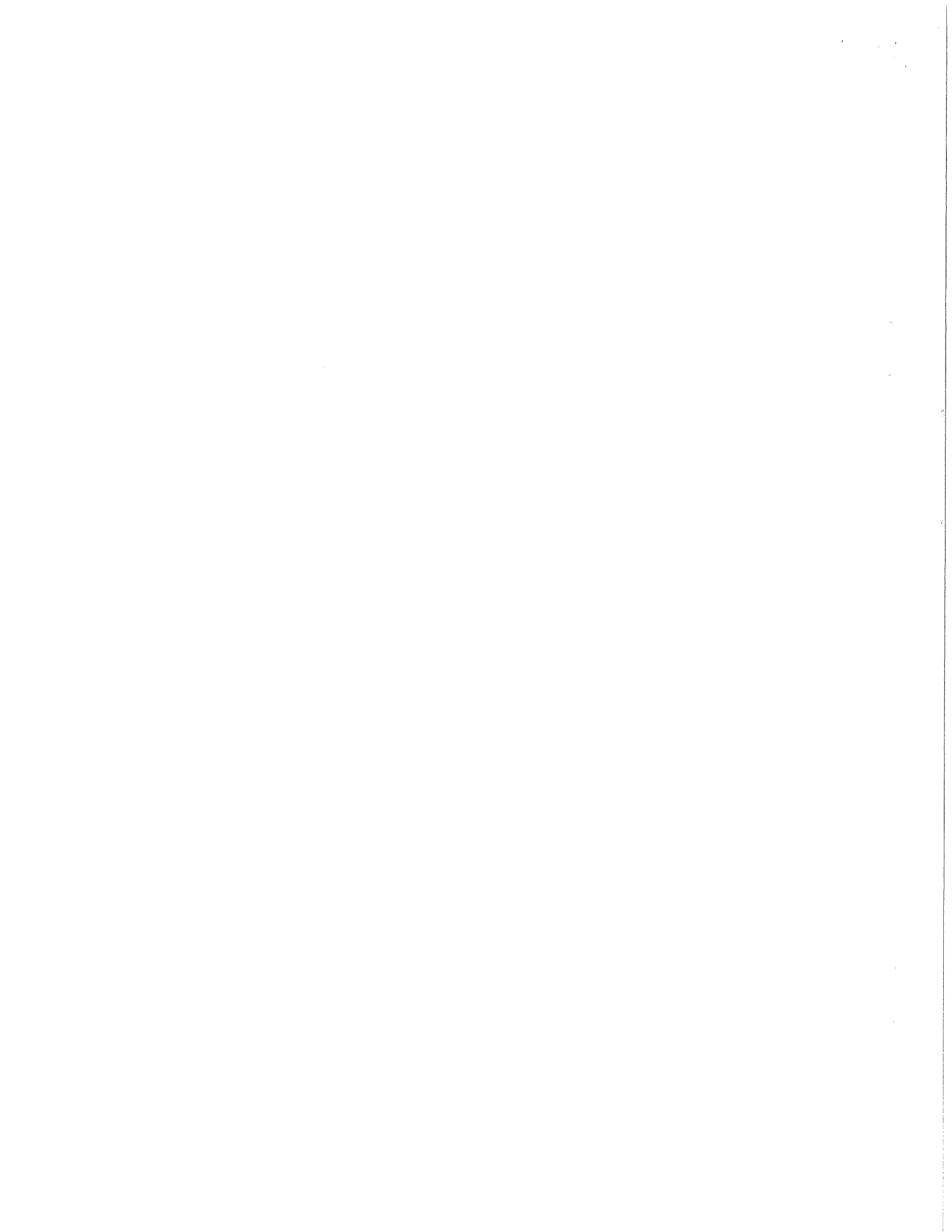
IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 14<sup>th</sup> day of December, 2011



Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate, or other financial value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.



## SECTION G: AGREEMENT

THIS AGREEMENT made this 20 day of March in the year Two Thousand and Thirteen between RAYMOND P. CATTELL, INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 19, 2013, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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:

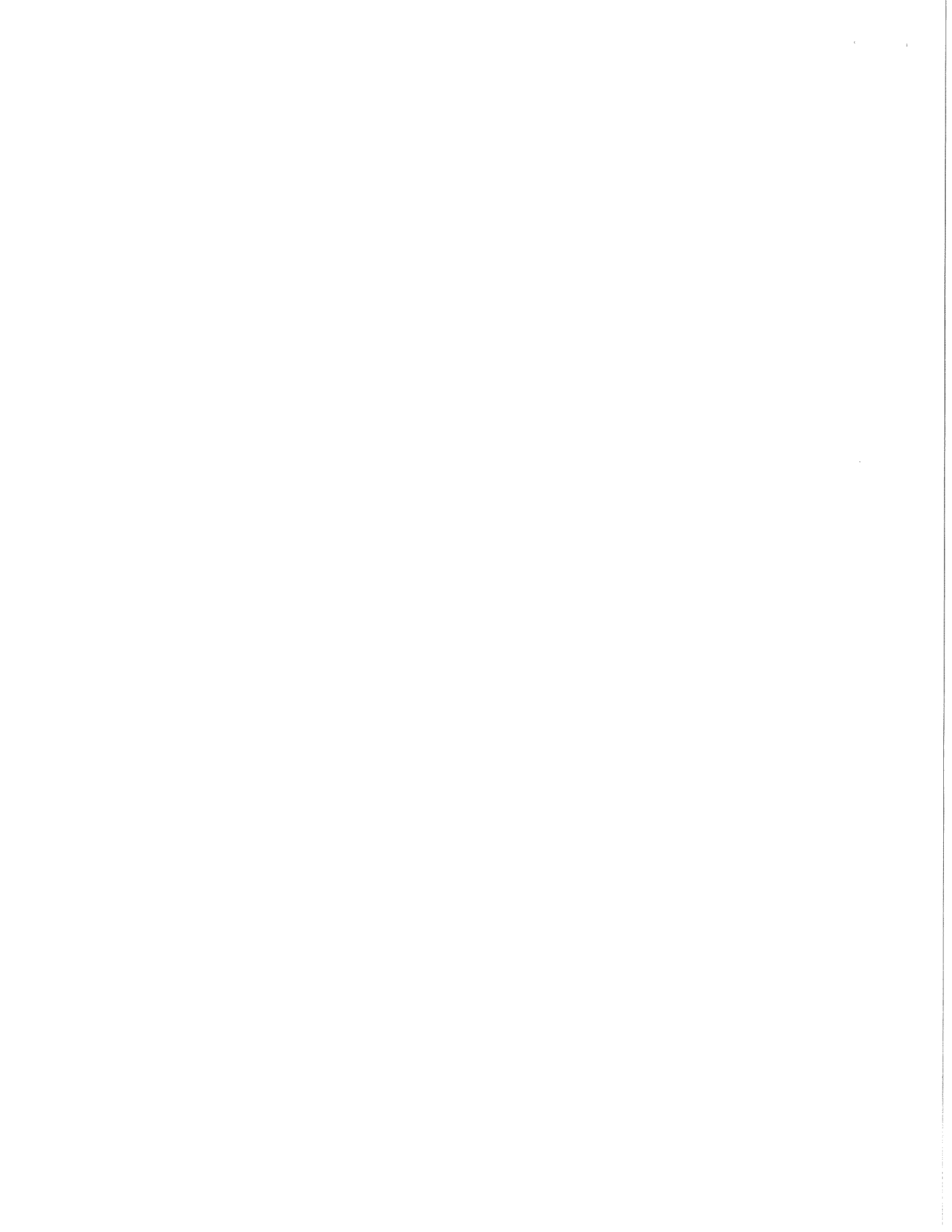
### WARNER BOAT LAUNCH DREDGING-2013 CONTRACT NO. 7032

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 NINETY-FIVE THOUSAND, SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY CENTS (\$95,788.50) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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



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

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

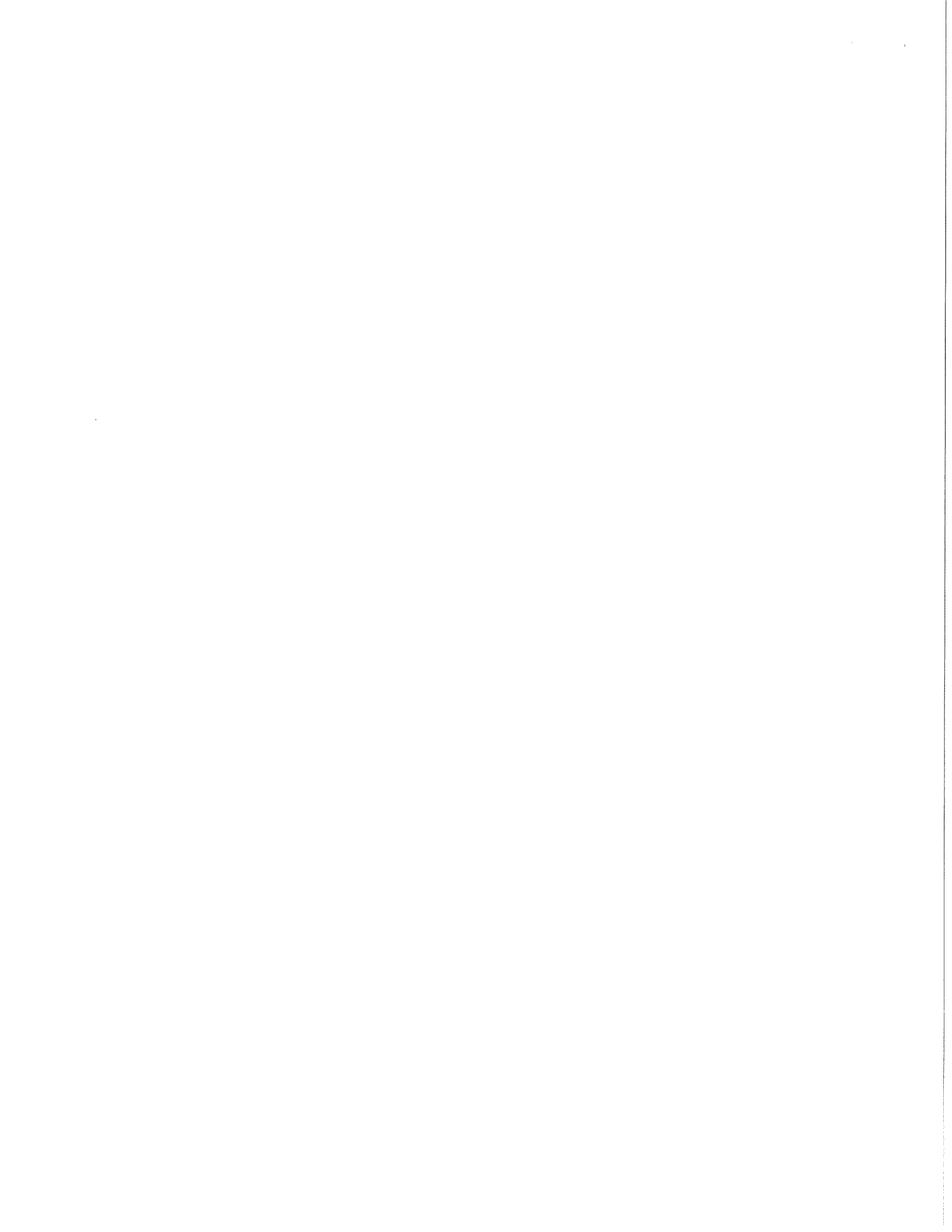
“Laborers, Workers, and Mechanics” include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

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

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

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

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



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

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

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

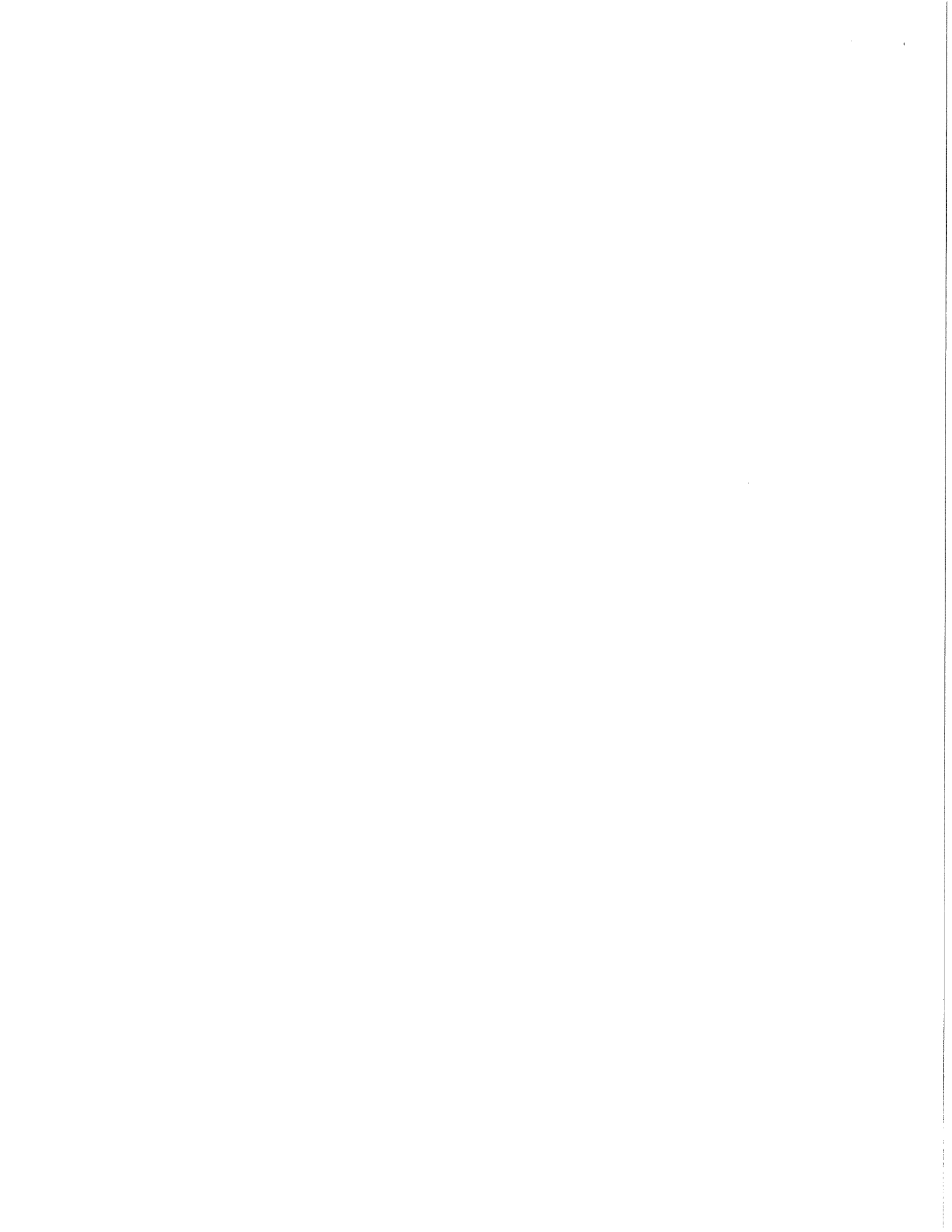
The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

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

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

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

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





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

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

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

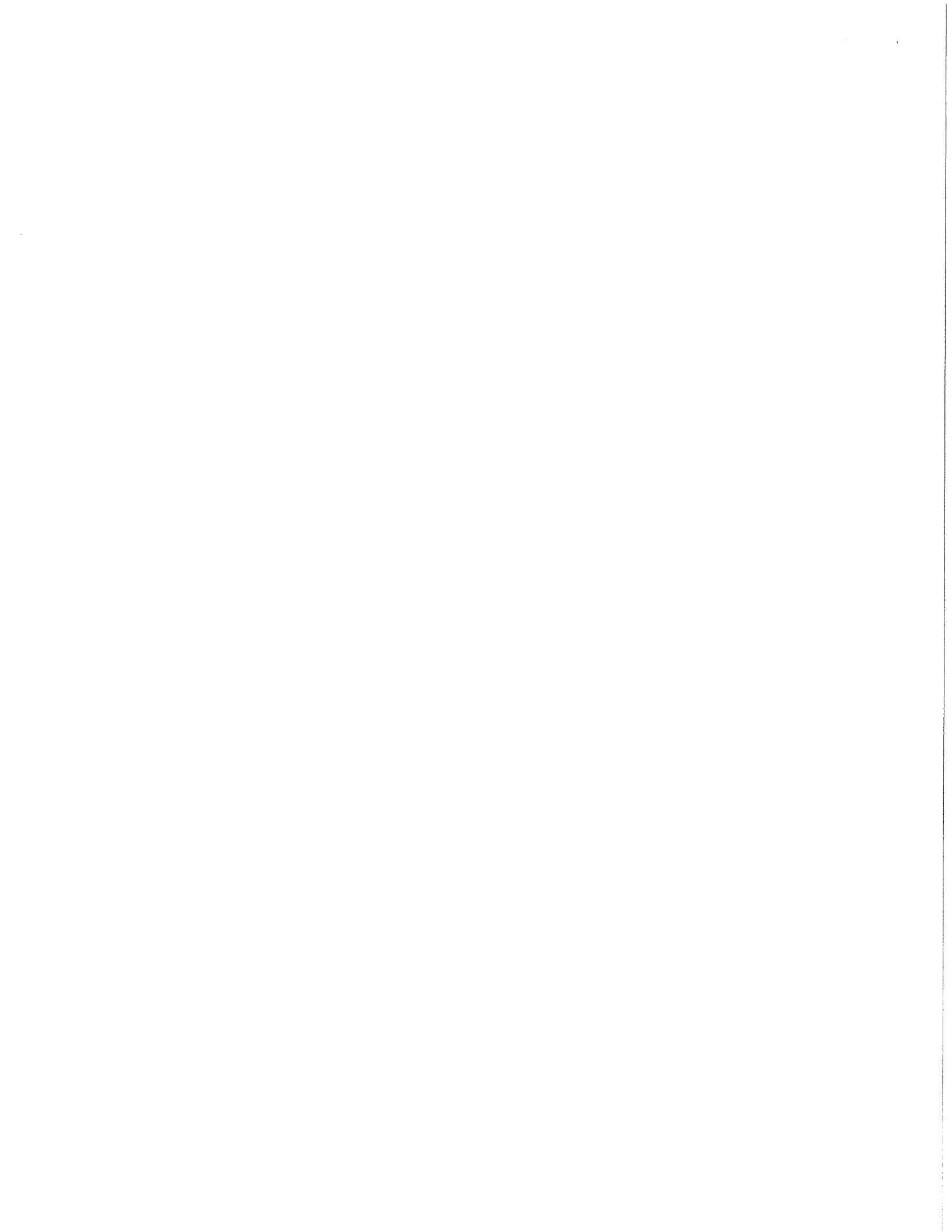
- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors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

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

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

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

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



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

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

#### Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

#### Article II

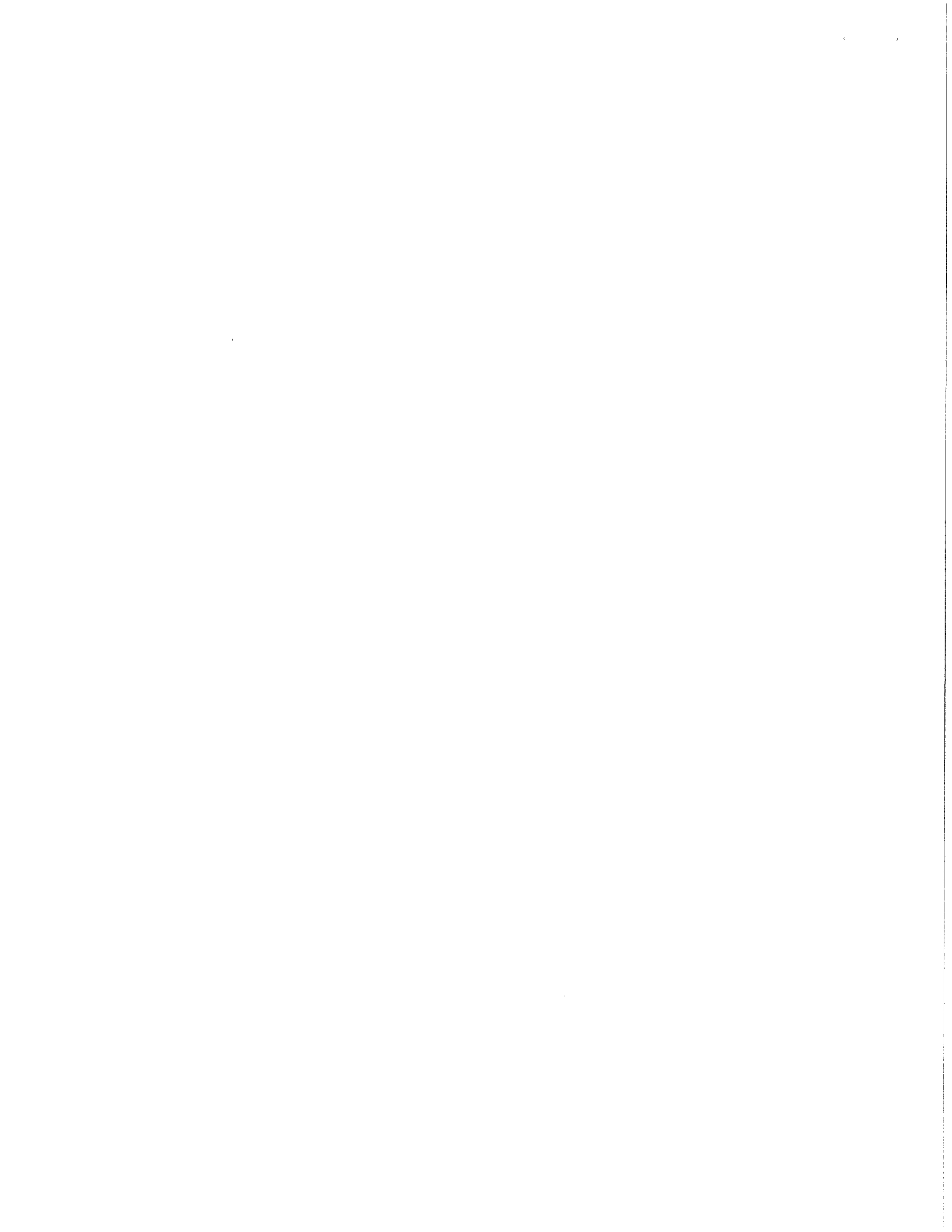
The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

#### Article III

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

#### Article V

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



## Article VI

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

## Article VII

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

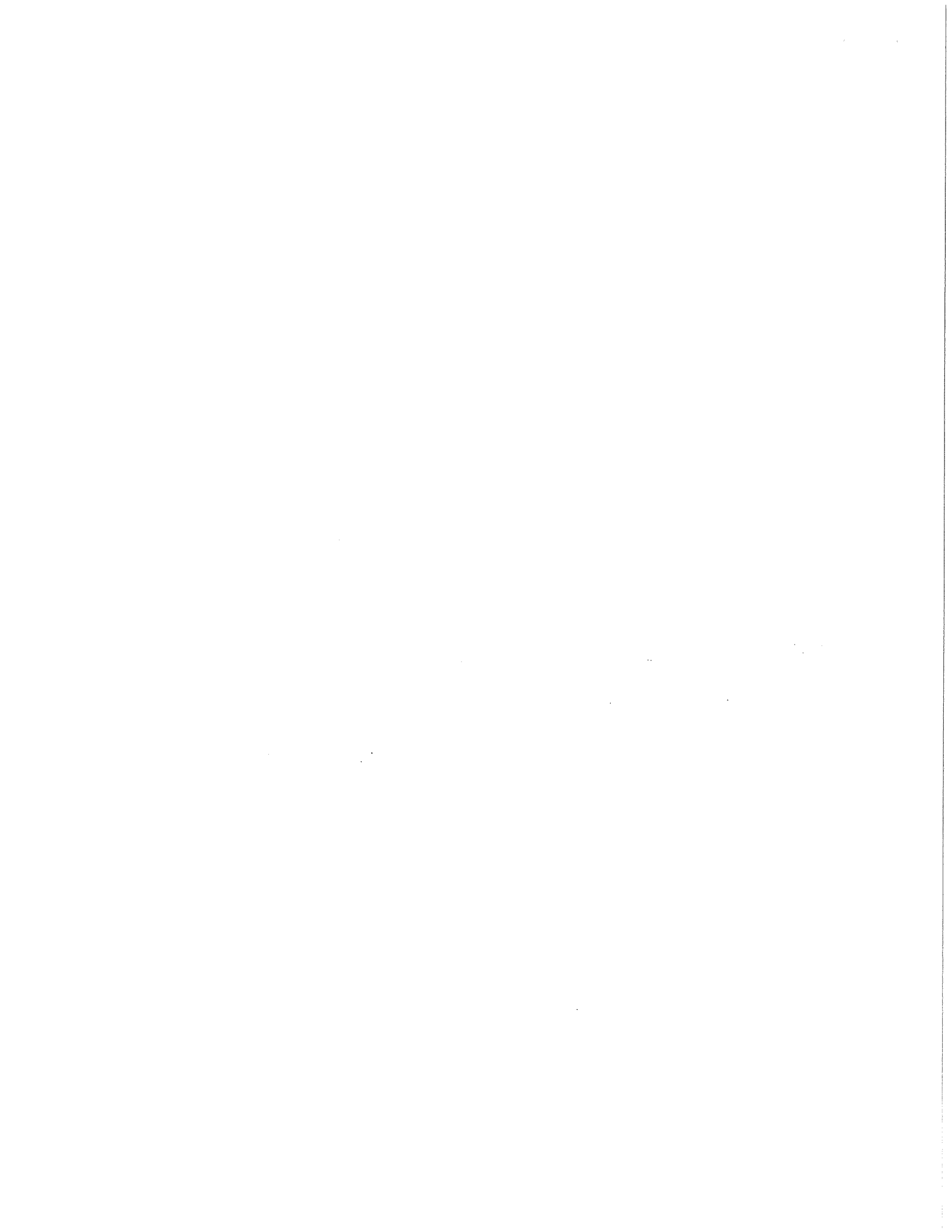
1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such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

## Article VIII

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

## Article IX

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









Bond # 04-C 000648

SECTION H: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RAYMOND P. CATTELL, INC. as principal, and The Ohio Casualty Insurance Company of Keene, New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINETY-FIVE THOUSAND, SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY CENTS (\$95,788.50), 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:

WARNER BOAT LAUNCH DREDGING-2013  
CONTRACT NO. 7032

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 20th day of March, 2013

Countersigned:

[Signature]  
Witness  
[Signature]  
Secretary

RAYMOND P. CATTELL, INC.  
Company Name (Principal)  
[Signature]  
President Treasurer Seal

Approved as to form:

[Signature]  
City Attorney

The Ohio Casualty Insurance Company  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2513583 for the year 2013, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 20th 2013  
Date

[Signature]  
Agent Signature

1. Introduction

2. Methodology

3. Results and Discussion

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5960711

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **EILEEN MILLER; HEIDI HODEL; JULIE ZIMMERMAN; KIM E. SCHWENN; MICHAEL J. MOORE; RICHARD F. KEKULA; TRISHA HILLIER**.....

all of the city of MADISON, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 23rd day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

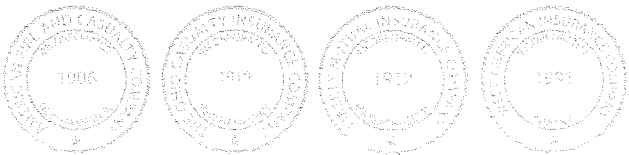
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

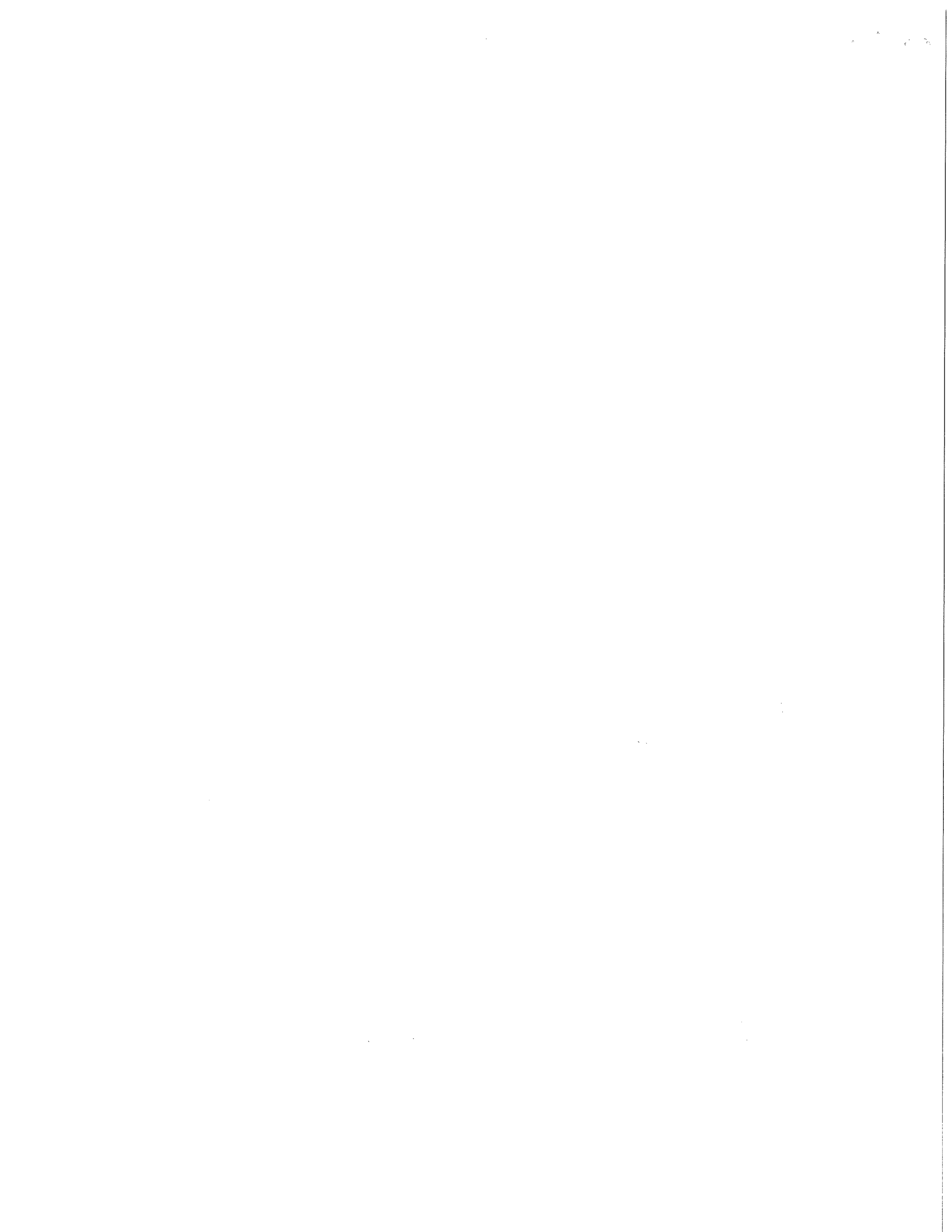
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2013.



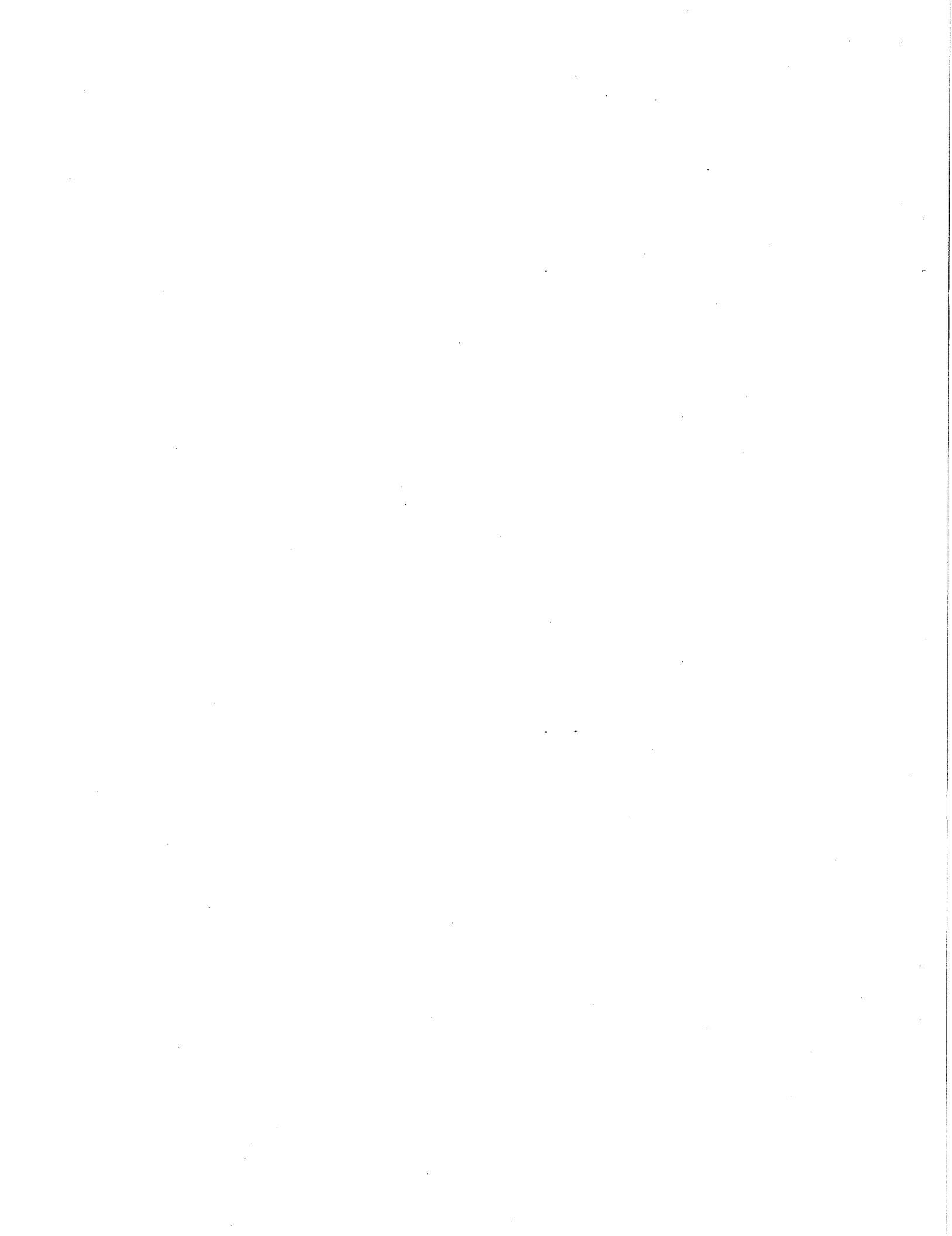
By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE: 1/10/2013</b>	
<b>PROJECT:</b>	
ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON MADISON CITY, DANE COUNTY, WI Determination No. 201300080	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
ROBERT F. PHILLIPS, CITY ENGINEER CITY OF MADISON-ENGINEERING 210 MARTIN L KING JR BLVD, RM 115 MADISON, WI 53703	ROBERT F. PHILLIPS, CITY ENGINEER CITY OF MADISON-ENGINEERING 210 MARTIN L KING JR BLVD, RM 115 MADISON, WI 53703
<b>ADDITIONAL CONTACT:</b>	
NORMAN DAVIS, CONTRACT COMPLIANCE CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV 210 MARTIN L KING JR BLVD, RM 523 MADISON, WI 537033342	
<p>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.</p> <p>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.</p> <p>Enclosures</p>	
<p>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 <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p>	
<p>ISSUED BY:</p> <p style="text-align: center;">           Equal Rights Division            Labor Standards Bureau            Construction Wage Standards Section            PO Box 8928 Madison, WI 53708-8928            (608)266-6861         </p> <p style="text-align: center;">           Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a> </p>	



**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 1/10/2013

**DETERMINATION NUMBER:** 201300080

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

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

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MADISON-ENGINEERING

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- 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;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	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.
<b>DOT PREMIUM:</b>	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.
<b>APPRENTICES:</b>	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.
<b>SUBJOURNEY:</b>	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**

<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		
		<b>HOURLY BASIC RATE OF PAY</b> \$	<b>HOURLY FRINGE BENEFITS</b> \$	<b>TOTAL</b> \$
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$ .80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

**TRUCK DRIVERS**

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

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division

## DEPARTMENTAL ORDER

**ISSUE DATE:** 1/10/2013

**PROJECT:**

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS - CITY OF MADISON  
MADISON CITY, DANE COUNTY, WI  
Determination No. 201300080

**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: 1/10/2013

**DETERMINATION NUMBER:** 201300080

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

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

**PROJECT LOCATION:** MADISON CITY, DANE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MADISON-ENGINEERING

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- 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;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> <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>
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	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.
<b>DOT PREMIUM:</b>	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.
<b>APPRENTICES:</b>	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.
<b>SUBJOURNEY:</b>	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
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.16	15.31	45.47
102	Boilermaker	31.09	24.52	55.61
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$ .80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.01	17.35	49.36
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	30.16	15.31	45.47
107	Cement Finisher	31.48	13.19	44.67
108	Drywall Taper or Finisher	25.10	14.78	39.88
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
110	Elevator Constructor	44.94	23.84	68.78
111	Fence Erector	22.50	3.98	26.48
112	Fire Sprinkler Fitter	36.07	18.60	54.67
113	Glazier	37.13	12.32	49.45
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	30.90	19.11	50.01
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99

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



**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> \$
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

**TRUCK DRIVERS**

**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> \$
201	Single Axle or Two Axle	31.89	17.98	49.87
203	Three or More Axle	18.00	11.45	29.45
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	11.45	29.45

**LABORERS**

**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> \$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.19	13.90	38.09
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	15.00	3.90	18.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.94	12.65	33.59

**Fringe Benefits Must Be Paid On 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> \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.31	12.67	30.98
314	Railroad Track Laborer	23.41	6.91	30.32
315	Final Construction Clean-Up Worker	24.69	12.90	37.59

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

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	34.12	18.46	52.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	32.42	17.97	50.39
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	30.32	18.46	48.78

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

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

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**SKILLED TRADES**

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.54	13.85	31.39
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.53	13.89	39.42
303	Landscaper	26.92	12.51	39.43

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/2/2013.	29.69	18.46	48.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

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

**SKILLED TRADES**

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

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	33.22	18.90	52.12
203	Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	23.31	17.13	40.44
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml</a> .	27.77	19.90	47.67
205	Pavement Marking Vehicle	23.84	14.94	38.78
206	Shadow or Pilot Vehicle	33.22	18.90	52.12
207	Truck Mechanic	22.50	16.19	38.69

## LABORERS

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

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

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> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; 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. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): 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 &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtml</a>.</p>	34.22	19.90	54.12
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; 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 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):</p>	33.96	19.90	53.86

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

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

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	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	31.48	15.68	47.16
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.94	18.80	51.74
111	Fence Erector	22.50	3.98	26.48
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	24.80	14.78	39.58
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	21.26	11.75	33.01
143	Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.79	47.43
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65



**TRUCK DRIVERS**

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

**LABORERS**

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

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

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 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62

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> \$
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfrgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s): 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 &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.22	19.90	54.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; 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.</p> <p>Future Increase(s): 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 &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	33.96	19.90	53.86

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint 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. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

<b>RESIDENTIAL OR AGRICULTURAL CONSTRUCTION</b>
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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.

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
129	Plasterer	20.00	0.00	20.00
130	Plumber	38.90	0.00	38.90
132	Refrigeration Mechanic	33.00	1.79	34.79
133	Roofer or Waterproofer	17.50	3.73	21.23
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	41.20	16.28	57.48
137	Teledata Technician or Installer	19.23	1.46	20.69
138	Temperature Control Installer	21.00	0.00	21.00
139	Terrazzo Finisher	26.57	16.00	42.57
140	Terrazzo Mechanic	30.01	17.13	47.14
141	Tile Finisher	20.60	4.88	25.48
142	Tile Setter	19.00	0.00	19.00
143	Tuckpointer, Caulker or Cleaner	32.50	2.84	35.34
146	Well Driller or Pump Installer	19.00	7.30	26.30
147	Siding Installer	19.07	0.00	19.07

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	28.05	4.18	32.23
203	Three or More Axle	20.00	4.37	24.37
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	19.80	7.22	27.02
302	Asbestos Abatement Worker	18.00	6.24	24.24
303	Landscaper	13.15	6.51	19.66

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	31.89	18.20	50.09
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	28.70	4.91	33.61

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