

BID OF _____

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-
PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING**

CONTRACT NO. 7236

PROJECT NO. 53W0861

MUNIS NO. 10289

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO. 7236**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: lc

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO.:	7236
SBE GOAL	10%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	JUNE 3, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	JUNE 3, 2016
BID SUBMISSION (1:00 P.M.)	JUNE 10, 2016
BID OPEN (1:30 P.M.)	JUNE 10, 2016
PUBLISHED IN WSJ	MAY 27 & JUNE 3, 2016

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be 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 General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

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

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

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. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units

- 270 Retaining Walls, Reinforced Concrete
- 275 Sanitary, Storm Sewer and Water Main Construction
- 276 Sawcutting
- 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.
- 310 Street Construction
- 315 Street Lighting
- 318 Tennis Court Resurfacing
- 320 Traffic Signals
- 325 Traffic Signing & Marking
- 332 Tree pruning/removal
- 333 Tree, pesticide treatment of
- 335 Trucking
- 340 Utility Transmission Lines including Natural Gas, Electrical & Communications
- 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/Tuck pointing

- 437 Metals
- 440 Painting and Wallcovering
- 445 Plumbing
- 450 Pump Repair
- 455 Pump Systems
- 460 Roofing and Moisture Protection
- 464 Tower Crane Operator
- 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: www.dhs.wisconsin.gov/Asbestos/Cert. 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 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: 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-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (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 found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

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.

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO. 7236**

Small Business Enterprise Compliance Report

**This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.**

Cover Sheet

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

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO. 7236**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING CONTRACT NO. 7236

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 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

SECTION 102.10 PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are 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 or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

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 \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.14 BAN THE BOX – ARREST AND CRIMINAL BACKGROUND CHECKS
(SEC. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

A. Definitions. For purposes of this section, “Arrest and Conviction Record” includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

“Conviction record” includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

“Background Check” means the process of checking an applicant’s arrest and conviction record, through any means.

B. Requirements. For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant’s arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

C. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

ARTICLE 104 SCOPE OF WORK

This work generally consists of construction of a new approximately 800-ft long asphalt path from the westbound on-ramp to the beltline off Mineral Point Road to Tree Lane. The work also consists of regrading and realigning of the existing stormwater channel. The contract includes asphalt path construction, modular block retaining wall, storm sewer improvements including new storm pipes, structures and outfalls, path lighting, pavement marking, and channel restoration.

Work shall include but is not limited to clearing and grubbing; brushing; grading and construction of embankments; installation of storm pipe and structures; modular retaining wall construction; concrete wall

coping and steel railings; replacing curb and gutter; median and concrete sidewalk; base course; installation of electrical conduit; installation of riprap, asphaltic paving; and restoration.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison is aware of the following projects taking place in the vicinity of this project:

The City of Madison will be resurfacing S. Westfield Rd (from Mineral Point to Millstone Rd) and Tree Lane (from S. Westfield Rd. to S. Gammon Rd.) in 2016. This project is approximately ½ mile to the east.

Several utilities are present in the WisDOT ROW, near the storm sewer outfall and riprap apron replacement. The utilities known to be in direct conflict with excavation in this area have been relocated. However, the Contractor shall use extreme caution when excavating in this area, including performing utility line openings on all utilities for final location verification. The following utilities were identified prior to construction:

TDS has relocated lines and pedestal to accommodate construction. Contacts for TDS are Mark Larson (GKM&B Inc 608-664-4332 mark.larson@tdstelecom.com) and Jerry Myers (608-664-4404 jerry.myers@tdstelecom.com)

Charter has 2" conduit w/ fiber inside crossing the greenway. No conflict is anticipated however this can be lowered during construction by Charter if it poses a conflict w/ the riprap placement. The contact for Charter is Tom Payne (608-574-3331 tom.payne@charter.com)

Alliant Energy has relocated lines and a junction box to accommodate construction. The contact for Alliant Energy is Rick Martingilio (608-845-1120 rickamartingilio@alliantenergy.com)

Windstream located their facilities and determined the top of conduit to be approximately 72 inches below the channel, and therefore not in conflict with construction. If necessary, Windstream will relocate facilities during construction. The contact for Windstream is Nathan Becker (Nathan.Becker@windstream.com).

The Contractor shall allow access to utility companies and resolve any conflicts that may arise. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

The Contractor shall use care around all existing trees, plantings, fences, walls, driveways and other facilities that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. All other standard tree protection specifications will be strictly enforced.

Contractor shall confine their operations to work areas indicated on the plans & temporary limited easements. Contractor shall not trespass and may NOT access the site via the parking lots/alleys/loading dock corridor at 7944 Tree Lane (the strip mall at the northwest corner of Mineral Point and Tree Lane. Contractor shall not trespass and may NOT access the site via Oakbridge Ct, which is a private street serving the apartment/condo complex to the north of the project. Contractor may ONLY use Oakbridge Ct for access for tree and shrub planting. Any damage to private property caused by access shall be restored in kind by Contractor at Contractor's expense. Contractor may NOT store materials, or stage equipment in the strip mall lot or the apartment/condo lot.

Access to the site shall be via Tree Lane or via the 20'- long max curb cut on Mineral Point Road indicated on the plans. Contractor shall NOT access the site via the Beltline on-ramp.

Per the Wisconsin DNR Chapter 30 permit for this project, no equipment or materials, including soil and topsoil stockpiles, may be stored within the channel at any time. The Contractor shall be prepared to store materials within the upland areas, or store stockpiles off-site at no additional cost to the City.

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. Contractor may stage equipment and store materials in the southbound lanes of Tree Lane, which may be closed to traffic during the duration of the project (see Section 107.7, 107.8 and 107.10 below, and see Traffic Control Plans TC-1 through TC-4). Any damage to this area by Contractor, including but not limited to the pavement, pavement marking, curb and gutter or sidewalk, or terrace areas, beyond that specifically shown on the plan for replacement, shall be restored in-kind, at Contractor's expense.

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall phase construction operations to minimize the amount of disturbed channel. Where possible within the channel, the Contractor shall leave stumps in place until the Contractor is ready to complete final grading operations on the channel banks.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this project.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases to Tom Mohr, tmohr@cityofmadison.com a minimum of five (5) working days prior to the preconstruction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor shall provide ADA/Handicap Accessible pedestrian access along the streets abutting the project at all times. Sidewalks shall be maintained on at least one side of the street at all times. The sidewalk on both sides of Tree Lane and Mineral Point Road shall remain open at all times, except when Contractor is performing work that necessitates closure of the walk.

The two lanes of Tree Lane on the West side of the median of Tree Lane may be closed to through traffic, from the driveway to 7944 Tree Lane to the driveway of 7930 Tree Lane, for the duration of the project, except when storm sewer-related work is occurring in the two lanes on the East side of the median of Tree Lane, when traffic can be shifted to the two lanes west of the median. 2-Way traffic shall be maintained at all times on Tree Lane. Access to 7944 Tree Lane and 7930 Tree Lane shall be maintained at all times.

All lanes of Mineral Point Road shall remain open at all times. Traffic on the Beltline on-ramp shall be maintained at all times. Pavement marking and curb replacement on the Beltline on-ramp shall be staged to maintain traffic at all times. While traffic must be maintained on the ramp, a single lane-width closure will be permitted during non-peak hours between 9:00 a.m. and 4:00 p.m. or after 6:30 pm. Local and emergency vehicle access shall be maintained at all times.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, 1 working day prior to placement of the plates.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan, except as outlined above.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, tmohr@cityofmadison.com with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection

All trees shall be saved except those trees marked for removal on the plans. It is recognized that grading operations and root cutting of trees within the project limits may need to occur within 5 feet of trees in order to complete the work, but care must be taken in these areas. Roots shall be cut cleanly by using a saw, axe, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable. Grading within 5' of the trees within the construction area, if absolutely required, shall be minimized.

With regard to Article 107.13(f), pruning to accommodate construction equipment invading the tree crown may be done by the Contractor, with advance permission from the Construction Engineer. No pruning will be performed by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications.

With regard to Article 107.14(g), no equipment or materials will be allowed to be parked on, or piled on areas within 5 feet of a tree. Construction traffic within 5 feet of a tree will be allowed only where necessary to complete grading operations, as described above, at the discretion of the Construction Engineer.

ARTICLE 108.2 **PERMITS**

The following permits are required (and have been or will be applied for by the City) for this project:

- Army Corps of Engineers Permit Letter of Permission – See Attached Permit Conditions
- WI-DNR Chapter 30 Permit – See Attached Permit Conditions
- WI-DNR WRAPP Notice of Intent
- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Transportation Permit to Work on Highway Right-of-Way
- Wisconsin Department of Transportation Permit for Connection to State Trunk Highway

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

- Wisconsin DNR Dewatering

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

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

Notifications: Contractor shall notify WDOT representative 3 days before starting work in the beltline right-of-way – Todd Hogan 608-516-6493

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

The Contractor shall meet the conditions of the permits 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 bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

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

SECTION 109.2 **PROSECUTION OF WORK**

The intent of these provisions is to ensure that work proceeds in an expedient manner, while providing the Contractor with the flexibility to adjust the schedule to meet weather conditions.

The Contractor shall begin work on **AUGUST 1, 2016**. The total time of completion of this contract is **ONE HUNDRED AND TWENTY-TWO (122) CALENDAR DAYS**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. (Contact the Construction Engineer at 266-4089).

BID ITEM 10912 MOBILIZATION FOR STORM SEWER INSTALLATION

DESCRIPTION

This bid item includes all work, equipment, materials, and incidentals necessary to mobilize equipment, personnel, and materials required to complete the storm sewer installation and greenway regrading as shown in the plan set. Mobilization activities shall be completed in accordance with Article 109.14 of the Standard Specifications for Public Works Construction.

The Contractor may, if they choose to, construct a temporary access road along the southern bank of the channel.. This is the semi-level portion of the greenway between the low-flow channel and the embankment. If the Contractor elects to construct this access road, a Temporary Grading Plan shall be submitted to the Engineer for review and approval. The road shall include an underlayment of filter fabric and be constructed of non-erodable material. Approval will not be granted to proposed roads that cross the low-flow channel. The temporary access road shall be fully removed when it is no longer needed. The Contractor shall fully remove from the site all materials used in the construction of the access road. Additionally, the Contractor shall loosen any compacted material beneath or adjacent to the road to a depth of 6 inches (minimum). All areas impacted by the temporary access road shall be final graded as shown in the plan set, and stabilized in accordance with Sheet EC-1 and these Special Provisions.

The Contractor may, if they choose to, temporarily relocate all, or portions of the existing low-flow channel to accommodate site access. If the Contractor chooses to do this, a Temporary Grading Plan shall be submitted to the Engineer for review and approval. Any low-flow channel regrading shall include the use of Erosion Control Matting, Class II, Type B Organic matting within the relocated or disturbed sections of channel. Additional Ditch Checks may be required.

All labor, equipment, materials, and incidentals required to construct the access road, reroute the low-flow channel, remove the road and fully restore the greenway (for site access) shall be considered incidental to this bid item. Additional ditch checks required as part of the temporary channel relocation, shall be paid under Bid Item 21014.

METHOD OF MEASUREMENT

Mobilization for Storm Sewer Installation shall be measured as a Lump Sum.

BASIS OF PAYMENT

Mobilization for Storm Sewer Installation shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for all labor, tools, equipment, and incidentals necessary to mobilize and demobilize for storm sewer installation and greenway regrading, including elective site access measures include in this bid item.

BID ITEM 20101 and 90001 EXCAVATION CUT and FILL – SALVAGE FROM EX. CUT OR IMPORT

DESCRIPTION

Work under these items shall include all excavation and fill required for path and channel construction shown on the cross sections as well as within the grading limits shown on the plans, including excavation and fill required for the retaining wall as described below, (but excluding Wall Backfill Type A). These items shall be in accordance with Article 201 and 202 of the Standard Specifications except as provided below.

No bulking/expansion or shrink factors were used in determining earthworks quantities for this project. Estimated earthworks quantities for this project are summarized below:

Excavation Cut

- 682 cy (unclass. ex. channel – plan quantity)
- 461 cy (unclass ex. from path cross-sections – plan quantity)
- * 449 cy (estimated undercut, see assumptions below – to be measured)
- 1592 cy (total excavation cut paid under Item 20101)

Fill

- 1282 cy (fill to construct channel – plan quantity)
- 768 cy (fill from path cross-sections – plan quantity)
- *284 cy (estimated soil fill related to re-filling undercut, see assumptions below – to be measured)
- 2334 cy (total fill to be paid under Item 90001)

**Estimated undercut was calculated with the following assumptions:*

- *Assumed 1' thickness over 40% of path area (which is assumed to be re-filled with Breaker Run)*
- *Assumed 1' thickness of topsoil stripping below path, below the wall and on the slope behind the wall. This applies to locations where there is not otherwise excavation beyond the 1' assumed thickness of topsoil (which is assumed to be re-filled with soil).*

No adjustments have been made to the above quantities to account for topsoil, except for the amount of topsoil stripping below the path, below the wall, and on the slope behind the wall (estimated as undercut) described above. In cut sections, if over-excavation is required to place adequate topsoil thickness, over-excavation shall be considered to be incidental to Bid Item #20221 – Topsoil.

Fill for path and channel construction shall be suitable material removed during excavation. If excavation cut material is unsuitable or insufficient, suitable material shall be imported to the site for placement, at no additional cost.

The plan quantity of fill required to build the project shall be paid uniformly, regardless of whether the fill is derived from on-site excavation, or imported to the site. No breakout of quantities is available for general fill vs. select fill for constructing the channel and path; the entire fill quantity from the channel plan and the path cross sections is included in the fill volume summarized above.

The excavation and fill quantities associated with the retaining wall were calculated based on the configuration as depicted on the cross-sections, no adjustments shall be made to earthworks quantities based on alternative configurations of the retaining wall as designed by a Professional Engineer as set forth in Bid Item 90003. Any additional earthworks required for construction of alternate configurations of the retaining wall shall be considered incidental to Bid item 90003.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. The Contractor shall be responsible for all hauling of excess and/or unsuitable material generated on site, which shall be considered incidental to this bid item. Contractor shall comply with all laws and permit conditions for off-site disposal.

Additionally, removal of the existing former satellite dish foundation, located at approximately 6+18 – RT 6 shall be considered incidental to this bid item, including any required excavation, backfill, removal and disposal of concrete, etc.

METHOD OF MEASUREMENT

The pay quantity for Excavation Cut will be the sum of the quantity for “unclassified excavation” and for additional excavation, including undercut. Undercut (or EBS Excavation below Subgrade), where required by the Construction Engineer, will be measured in the field. Measured undercut shall include

topsoil stripping only when required below the path, below the retaining wall,, or on the existing slope behind the retaining wall in locations where there is not otherwise excavation beyond the existing topsoil thickness (i.e. any required topsoil stripping in the channel area will not be measured but shall be considered incidental to the topsoil bid item, unless directed to be measured by the Construction Engineer).

The quantity of unclassified excavation to be paid for as Excavation Cut shall be as set forth above without measurement thereof. Additional excavation, including undercut shall be measured in the field, and the volume in cubic yards shall be computed from those measurements. The contract quantity shall be adjusted upward or downward accordingly to determine the final pay quantity.

The pay quantity for Fill – Salvage from Ex. Cut or Import shall be by the modified plan quantity. The pay quantity shall be sum of the fill plan quantities for the channel and path set forth above plus the amount of undercut that is backfilled with soil rather than breaker run. No additional payment shall be made for fill regardless of whether the fill is derived from excavation cut or is imported to the site.

Adjustments to plan quantities will only be made if the Contractor is directed by the Engineer to construct embankments outside the lines and grades shown on the plans.

BASIS OF PAYMENT

The contract price for Excavation Cut and Fill-Salvage from Ex. Cut or Import shall be payment in full for these items as set forth above and as described in Article 201 and 202, including excavation, compaction of the subgrade, placement of fill, and disposal of excess or unsuitable materials.

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) (UNDISTRIBUTED)

DESCRIPTION

Work under this bid item is intended for providing and installing geotextile fabric should it be required for improvement of soft subgrade, or similar use. Note that geotextile fabric to be installed beneath riprap shall not be paid under this item, but shall be considered incidental to the riprap bid items, including 20228 Medium Riprap – Glacial Field Stone, 20232 Heavy Riprap – Glacial Field Stone, and 90037 Boulder Retaining Wall. Also geotextile required for retaining wall construction shall not be paid under this item but shall be considered incidental to item 90003 Modular Retaining Wall.

METHOD OF MEASUREMENT

Geotextile Fabric Type SAS (Non-Woven) shall be measured by the Square Yard in place.

BASIS OF PAYMENT

Geotextile Fabric Type SAS (Non-Woven) shall be measured as stated above and shall be paid at the contract price in which shall be full compensation for all work as laid out in the description.

BID ITEM 20221 TOPSOIL

DESCRIPTION

Work under this bid item includes all work, equipment, materials, and incidentals necessary to provide and place topsoil within the grading limits, as shown on the plan set.

The Contractor shall provide sufficient topsoil to place 4 inches of material on all disturbed surfaces. Existing topsoil at this site may be limited and bidders are encouraged to visit the site to estimate available quantities. The Contractor may salvage existing topsoil, so long as it meets the material specification as set forth in Article 202.2 (f).

All salvaged topsoil shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with silt fence or silt sock.

If insufficient quantities of topsoil are available at this site, or the available material is unacceptable, the Contractor shall import topsoil from a suitable location. No additional compensation shall be paid for imported material; it is considered incidental to this bid item.

In cut sections, if over-excavation is required to place adequate topsoil thickness, over-excavation shall be considered to be incidental to this bid item.

METHOD OF MEASUREMENT

Topsoil shall be paid per Square Yard of material placed in the field.

BASIS OF PAYMENT

Topsoil shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, equipment, materials, and incidentals necessary to provide, salvage, stockpile, and place sufficient quantities of acceptable topsoil material at this site.

BID ITEM 20228 MEDIUM RIPRAP – GLACIAL FIELD STONE

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an average stone size of 12 inches. Medium Riprap – Glacial Field Stone will be used to stabilize the minor storm outfalls into the greenway and the toe of the retaining wall.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be considered incidental to this bid item. The filter fabric shall be placed in a manner that prevents excess material from extending beyond the stone.

METHOD OF MEASUREMENT

Medium Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

BASIS OF PAYMENT

Medium Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone (including Riprap Filter Fabric, Type HR) as defined in the plan set and these Special Provisions.

BID ITEM 20230**HEAVY RIPRAP – GLACIAL FIELD STONE****DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an average stone size of 18 inches. Heavy Riprap – Glacial Field Stone will be used at the main outfalls into the channel.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be considered incidental to this bid item. The filter fabric shall be placed in a manner that prevents excess material from extending beyond the stone.

METHOD OF MEASUREMENT

Heavy Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

BASIS OF PAYMENT

Heavy Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone (including Riprap Filter Fabric, Type HR) as defined in the plan set and these Special Provisions.

BID ITEM 20401**CLEARING (OUTSIDE OF GREENWAY)****DESCRIPTION**

Work under this item shall include all labor, equipment, materials, and incidentals necessary to remove trees marked for removal on the plan set or as directed in the field by the Construction Engineer.

This bid item only applies to the removal of individual trees, greater than 4 inches in diameter, outside of the greenway limits. Trees intended to be removed under this bid item are individually marked on the plan set.

Clearing shall be completed by sawing all trees and brush near the ground line. The stumps shall be grubbed or ground, in accordance with Bid Item 20403.

All wood, brush, stumps, fallen trees, and general woody debris shall become the property of the Contractor. It shall be the responsibility of the Contractor to remove all material from the site.

Brushing to be completed outside of the greenway limits, as marked on the plan set, shall be paid by Bid Item 90031, Brushing.

METHOD OF MEASUREMENT

Clearing will be measured per Inch Diameter, as described in Article 204.3 of the Standard Specifications.

BASIS OF PAYMENT

The contract unit price for Clearing shall be payment in full for furnishing all labor and equipment necessary to clear individual trees as shown on the plan set and as specified in this bid item and the Standard Specifications.

BID ITEM 20402 CLEARING (WITHIN GREENWAY)

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to cut all trees and clear all brush within the greenway limits, unless otherwise specified; remove all fallen woody debris; and properly dispose of all material and debris generated during clearing activities.

This bid item only applies to clearing and brushing activities completed within the greenway between the Mineral Point on-ramp and Tree Lane. Clearing and Brushing to be completed outside of these limits shall be paid under Bid Items 20401 and 90031 respectively.

The Contractor shall note that there are approximately 12 trees to be saved within the greenway. These trees are shown on Sheet C-1. Additionally, unless specifically marked for removal, all trees outside of the City greenway are to be saved. Prior to construction, these trees will be marked in the field with yellow paint. Any questions or concerns about the removal of particular trees shall be brought promptly to the attention of the Engineer. Clearing shall be completed as described in the Standard Specifications.

Clearing shall be completed by sawing all trees and brush near the ground line. The stumps along the channel embankments shall be left in place until final grading is to be completed, to provide slope stability during the construction project.

When channel grading activities begin, stumps within the greenway shall be fully grubbed.

All wood, brush, stumps, fallen trees, and general woody debris shall become the property of the Contractor. It shall be the responsibility of the Contractor to remove all material from the site.

METHOD OF MEASUREMENT

Clearing will be measured per Station.

BASIS OF PAYMENT

The contract unit price for Clearing shall be payment in full for furnishing all labor and equipment necessary to clear trees and brush from the greenway, as specified in this bid item and the Standard Specifications.

BID ITEM 20403 GRUBBING (OUTSIDE OF GREENWAY)

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to grub trees marked for grubbing on the plan set. This bid item applies to the grubbing of stumps outside of the greenway limits. Stumps to be grubbed within the greenway limits shall be paid under Bid Item 20404.

Grubbing shall be completed in accordance with Article 204 of the Standard Specifications. Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All stumps and woody debris generated during grubbing shall be removed from the site and properly disposed by the Contractor.

If stumps cannot be grubbed without damaging remaining trees, impacting adjacent features, or impacting subsurface utilities, the Contractor shall grind the stumps. Stumps shall be ground to approximately 1 inch below final grade. Grinding shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Grubbing will be measured per Inch Diameter, as set forth in the Standard Specifications.

BASIS OF PAYMENT

The contract unit price for Grubbing per Inch Diameter shall be payment in full for furnishing all labor, equipment, and incidentals necessary to fully excavate, grind, transport, and dispose of stumps as marked on the plan set.

BID ITEM 20404 GRUBBING (WITHIN GREENWAY)

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to grub the stumps of trees removed from within the greenway limits (Mineral Point on-ramp to Tree Lane).

Grubbing shall be completed in accordance with Article 204 of the Standard Specifications. Grubbing of the tree stumps on the channel embankment shall not be completed until final grading begins.

Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All stumps and woody debris generated during grubbing shall be removed from the site and properly disposed by the Contractor.

If stumps cannot be grubbed without damaging remaining trees, impacting adjacent features, or impacting subsurface utilities, the Contractor shall grind the stumps. Stumps shall be ground to approximately 1 inch below final grade. Grinding shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Grubbing of stumps within the greenway (Mineral Point on-ramp to Tree Lane) shall be measured per Station.

BASIS OF PAYMENT

The contract unit price for Grubbing per Station shall be payment in full for furnishing all labor, equipment, and incidentals necessary to fully excavate, grind, transport, and dispose of stumps as marked on the plan set.

BID ITEM 21073 EROSION MATTING, CLASS II, TYPE C - ORGANIC

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to provide, store, and install Erosion Matting, Class II, Type C – Organic in accordance with Article 210 of the Standard Specifications. The material selected for this installation shall be Dekowe 700, GeoCoir 700, BioD-Mat 70, or an approved equal that is fully constructed from biodegradable material, has approximately ½ inch openings, and allows between 40% and 50% light penetration. Alternatives shall be submitted to the Engineer for approval prior to installation.

METHOD OF MEASUREMENT

Erosion Matting, Class II, Type C – Organic shall be measured by the Square Yard in place, not including runoff in anchor trenches or overlap.

BASIS OF PAYMENT

Erosion Control Matting, Class II, Type C – Organic, measured as provided above, shall be paid for at the contract unit price, which shall be full compensation for furnishing and placing all materials; for constructing, reconstructing, maintaining and anchoring; and for all labor, tools, equipment and incidentals necessary to complete the work. Any matting installed incorrectly shall result in all matting being paid at half the contract price. Incorrectly installed matting shall be defined as matting which is not installed in compliance with the conditions as laid out in these specifications, or as defined by the manufacturer.

SECTION 301.10 CONCRETE WASTE MANAGEMENT

The Contractor shall be aware that all areas within the project site drain to the adjacent channel. Therefore, the Contractor shall be prepared to provide suitable wash containers for all concrete wastes.

SECTION 500 SEWERS AND SEWER STRUCTURES

STORM SEWER GENERAL

The storm sewer designer for this project is Sally Swenson. She may be contacted at 608-266-4862 or sswenson@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 380 linear feet of new storm sewer of various sizes ranging from 18-inch to 42-inch RCP at the locations shown on the plan set and in accordance with the Standard Specifications.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure, or to construct the new sewer pipe, and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor, for his or her convenience, deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect the new structure shall be the responsibility of the Contractor and they shall not be compensated for this work.

Precast structures are only allowed where field poured structures are not specifically called for in the plan set. No precast structures are allowed until ULO's are completed and approval of the design engineer as been received.

BID ITEM 90002 RAILING (STEEL)

DESCRIPTION

This special provision describes fabricating, galvanizing, painting and installing railing in accordance with Sections 506, 513 and 517 of the WisDOT Standard Specifications and the plan details, as directed by the Engineer, and as hereinafter provided.

MATERIALS

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a two-coat coating system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

Railing Components

Base plates shall conform to ASTM A709 Grade 36

Steel Tubes shall conform to ASTM A500 Grade B

All welds shall be 3/16 inch fillet welds with E70XX electrodes unless otherwise noted.

Post based plates shall be flat with all surfaces smooth and free from warp and all edges smooth, straight and vertical. All plate cuts shall be machine or machine flame cut.

Fill bolt slot openings in post shims and base plate with non-staining gray, non-bituminous joint sealer.

Steel post shims may be used under posts where required for alignment.

Mounting hardware shall conform to ASTM 325.

Coating System

Galvanizing

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applicator. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified paint manufacturers and products given below. An equivalent system may be used with the written approval of the Engineer.

Manufacturer	Coat	Products	DryFilm Thickness (mils)	Minimum (mils)	Min. Time Between Coats (hrs)
Tneme 6800 Corporate Drive Kansas City, MO 64120 1-800-863-6321	Tie Top	F.C. Typoxy Series 27 Endura-Shield II Series 1074U	2.0 to 6.0		8
Carboline 2150 Schuetz Road St. Louis, MO 63146 314-644-1000	Tie Top	Carboguard 888 Carboxane 2000 Satin	3.0 to 4.0 2.0 to 4.0		8 NA
Wasser Corporation Suite B Auburn, WA 98001 253-850-2967	Tie Top	MC- Miozinc MC- Ferrox A 2.8	3.0 to 4.0 2.0 to 4.0		8 NA

Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

CONSTRUCTION

Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the Engineer at no additional cost to the Owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the Engineer.

Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch- up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the Owner. The Contractor shall provide the Engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

METHOD OF MEASUREMENT

Railing (Steel) will be measured by the linear foot along the centerline of the rail, completed and accepted.

BASIS OF PAYMENT

Railing (Steel) measured as described above will be paid for at the contract unit price per linear foot. Payment is full compensation for furnishing, fabricating, galvanizing, painting, delivering and installing the steel railings, including all equipment, tools, labor, mounting hardware and incidentals necessary to complete the work as specified.

BID ITEM 90003 MODULAR BLOCK GRAVITY WALL

A Description

This special provision describes designing, furnishing materials, and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years. Within this Special Provision, "WisDOT" refers to the Wisconsin Department of Transportation and "WisDOT Standard Specifications" refers to the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

This item shall also include the concrete coping atop the wall, the concrete footing for the wall, and the storm sewer pipe penetration as shown on the details, as well as any additional excavation or back fill for alternate wall configurations beyond that shown on the cross sections, as described in **BID ITEM 20101 and 90001**.

B Materials

B.1 Proprietary Modular Block Gravity Wall Systems

The Modular Block Gravity Wall system supplied shall be a ReCon "Series 50" Modular Block Gravity Wall system or an Engineer-approved equal. The face texture on the Modular Block Units shall be ReCon Series 50, "LeSueur County Limestone" or an approved equal. Other proprietary wall systems may be used for this work, but must conform to the requirements of this specification. The supplied wall system must be from the WisDOT pre-approved list of proprietary modular block gravity wall systems and must be available in depths (front face to back face) greater than 24 inches.

An area supplier for ReCon "Series 50" Modular Block Gravity Wall systems is:

Dalmaray Concrete Products, Inc.
405 S. Arch St.
Janesville, WI 53548
Contact: Aaron Ausen, (608) 752-6507

B.2 Design Requirements

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the engineer to show that the proposed wall design is in compliance with the design specifications. The following shall be submitted to the engineer for review and acceptance no later than 30 days before wall construction will begin.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin.

The wall shall be designed for the heights shown on the plans. The design shall be in compliance with the *AASHTO LRFD Design Specifications 6th Edition 2012 (AASHTO LRFD)*, WisDOT's current *Standard Specifications for Highway and Structure Construction (Standard Specifications)*, Chapter 14 of the

WisDOT LRFD Bridge Manual and standard design procedures. Loads, load combinations and load factors shall be as specified in Table 3.4.1-1 and Table 3.4.1-2 in AASHTO LRFD. The associated resistance factors shall be defined in accordance with Table 10.5.5.2.2-1 in AASHTO LRFD.

The design must include analyses at critical sections that clearly show the Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing check. Internal stability shall also be considered at each block level. The design shall include an overburden surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. The minimum embedment to the bottom of the modular block shall be 24 inches, or as specified in the plan. The critical wall sections shall also be checked with the 100-year water levels as shown on the plans. Soil borings and parameters are available in the attached geotechnical information. The complete geotechnical report is available upon request.

Submit the following to the engineer for review: complete design calculations, explanatory notes, supporting materials, specifications, and detailed plans and shop drawings for the proposed wall system. Sample analyses and hand output shall be submitted to verify the output by the software. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal stabilities as defined in AASHTO LRFD.

The wall submittal package shall be submitted electronically to the engineer. Submit all required information no later than 30 days prior to beginning construction of the wall. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls.

B.3 Wall System Components

Materials furnished under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Backfill

Wall Backfill, Type A, shall comply with the requirements for coarse aggregate No. 1 as given in WisDOT standard spec 501.2.5.4. All backfill placed within a zone defined by a 1:1 slope off the base of the leveling pad up to the bottom of the stone base course for the path shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall units.

A layer of Geotextile Fabric Type "DF" (Schedule B) shall be placed between the retained soil and the Type A backfill. The geotextile fabric shall extend from the leveling pad to the top of the Type A backfill. The geotextile shall then wrap across the top of the Type A backfill to the back of the block wall facing.

B.3.2 Wall Facing

Provide wall facing units that consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that will develop a mechanical connection between vertical block layers. Units that are cracked, chipped or have other imperfections or excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan, or chosen by the engineer.

The top course of facing units shall be a cast-in-place concrete cap as shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. The concrete cap shall be designed to have color and an appearance that complements the remainder of the wall. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of Section 501 of the Standard Specifications. Reinforcement steel shall have a yield of stress of 60 ksi. The vertical dimension of the cap shall not be less than 10 inches, as shown on the details. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height and at maximum spacing of 10 feet.

Block dimensions may vary no more than $\pm 3/16$ inch height and $1/2$ inch width (for 48" wide unit) from the standard values published by the manufacturer. Blocks must have a minimum depth (front face to back face) of the nominal design depth of the unit. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372, ASTM C-94 and ASTM C-172 as applicable. Blocks shall be produced to a DOT-approved mix design. Modular blocks shall meet the following requirements:

Test	Requirement
28 day Compressive Strength (psi)	4000 min.
Air Entrainment by Volume (as measured in the plastic state in accordance w/ ASTM C-172)	a. 5.5-8.5 percent, or b. In conformity w/ ASTM C94 (Table 1 and Section 7), latest revision.

All blocks shall be certified unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of the certified blocks, furnish the engineer a certified test report from an independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, name of the person conducting the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at the contractor's expense.

An independent testing laboratory may control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. The contractor shall remove all rejected blocks from the project at no expense to the City.

B.3.3 Leveling Pad

The leveling pad shall step to follow the general slope of the ground line. The leveling pad steps shall keep the bottom of the wall below the minimum embedment. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Provide a wall leveling pad that consists of poured concrete masonry, Grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to Section 501 of the WisDOT Standard Specifications as modified in Section 716.

The concrete leveling pad shall be a minimum of 6 inches deep. The leveling pad shall be as wide as the proposed blocks plus twelve inches, with six inches of the leveling pad extending beyond the front face of the blocks, and six inches of the leveling pad extending beyond the back face of the blocks.

C Construction

C.1 General

Construct the modular block gravity wall in accordance with the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back face of the wall.

Existing topsoil and loose soils below base of the wall and on the existing slopes above the base of the wall shall be removed to expose firm material prior to retaining wall construction, as directed by the Construction Engineer. Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the City, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

METHOD OF MEASUREMENT

Modular Block Gravity Wall shall be measured by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans. Unless approved by the Engineer, wall area constructed above or below the limits shown on sheets D2-D4 will not be measured for payment.

BASIS OF PAYMENT

Modular Block Gravity Wall, measured as provided above, will be paid for at the contract unit price per square foot, which shall be full compensation for supplying a design and shop drawings, site preparation, including any necessary excavation and fill required for alternate configurations beyond the limits shown on the cross sections, supplying all necessary wall components to produce a functional system, construction of the retaining system, construction of the leveling pad and coping, construction of any required pipe penetrations including concrete collars, backfill, backfilling, compaction testing, and for furnishing all tools, labor, and equipment necessary to complete the work. Railings, and other items above the wall cap or coping will be paid for separately. Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for separately.

BID ITEM 90004 REMOVE FENCE

DESCRIPTION

This item is intended for removal of the chain link fence located within the western part of the project. All work under this bid item shall be completed in accordance with Section 203 of the Standard Specifications and as provided herein.

The approximate length of fence to be removed is indicated on the plans.

METHOD OF MEASUREMENT

Remove Fence will be measured along the existing fence to be removed from end post to end post.

BASIS OF PAYMENT

Remove Fence will be paid at the contract price per Linear Foot, which shall be full payment for removing a portion of the existing fence as described, including salvaging or disposal of removed materials and including furnishing all new materials necessary to properly support the remaining existing fence.

BID ITEM 90005 FENCE CHAIN LINK, 6-FT

DESCRIPTION

This work shall consist of furnishing and installing a chain link fence in accordance with the applicable portions of Section 616 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2015 Edition (WisDOT Standard Specifications) and these provisions.

Fencing shall match the existing DOT Right-of-way fencing at the site.

MATERIALS

Fence materials shall conform to section 616.2.3 of the WisDOT Standard Specifications with the following exceptions:

The gauge, strength and finish of all materials and fittings shall equal or exceed that of the existing fence being relocated. Post and foundations, and any new materials necessary to complete the installation shall substantially match or exceed the existing fence with respect to material strength and thickness, post embedment and finish.

Existing fence fabric and hardware which can be salvaged from the fence to be removed, in good condition may be used to construct the fence, at the discretion of the Construction Engineer.

This work shall also include providing new end sections and end posts with support reinforcement at the ends of the fence for the bike path opening.

CONSTRUCTION

Details shall generally conform to WisDOT Standard Detail drawing 15B3 Sheet b: Chain Link Fence.

MEASUREMENT

Fence Chain Link, 6-FT will be measured by the linear foot acceptably completed, measured from center to center of end posts at the ground line.

PAYMENT

Fence Chain Link, 6-FT, measured as provided above, will be paid for at the contract unit price per linear foot. Payment will be full compensation for furnishing, erecting, tensioning and for all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90030**STORM/STREAM CONTROL****DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system and channel for the duration of the project, including any storm sewer rerouting necessary for the sewer installation within the Tree Lane right-of-way. The Contractor shall take all necessary steps to protect the new and existing structures and grading from damage during construction and to accommodate the existing flows during construction.

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to manage dry and wet weather flow within the channel. Due to the minimal slope within the channel, the contractor shall anticipate wet conditions within the low-flow channel at all times. During even small rain events, the channel can rapidly fill and may contain drainage flows for several days. The Contractor shall anticipate these conditions.

This item also covers all work, materials, equipment, and incidentals required to control ground and lake water encountered when installing storm sewer. The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for permitting said plan if that is required. No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. At a minimum, this treatment shall include running the pump water through a geotextile sediment bag, prior to discharge to the storm sewer. This geotextile sediment bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the sediment bag in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

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

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

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

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be

designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Storm Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to manage storm sewer and greenway flows for the duration of construction.

BID ITEM 90031 BRUSHING

DESCRIPTION

This item shall include clearing of all brush, trees 4 inches in diameter or smaller, fallen logs, debris, and herbaceous vegetation within the brushing limits as shown on the plan set. **This bid item does not include brushing within the greenway limits. Brushing to be completed within the greenway is considered incidental to Bid Item 20402.**

The Contractor is strongly encouraged to visit the site prior to bidding in order to become familiar with site access and the quantity of brush removal.

Brush clearing shall consist of cutting or mowing all small trees, brush, shrubs, and herbaceous vegetation and completely removing the debris generated from the site. Smaller trees and brush shall be removed 1 inch below proposed finished grades. Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All clearing shall be done by sawing brush near the ground line.

This item shall include removal of windfalls, debris, and logs present within the brushing area. This item shall also include any trimming of trees and brush by the Contractor to facilitate access, where approved by the Construction Engineer.

The Contractor shall be responsible for the proper disposal of the material.

METHOD OF MEASUREMENT

Brushing completed within the greenway limits, as shown on the plan sheets shall be considered incidental to Bid Item 20402, Clearing. Brushing completed in the areas shown on Sheet U-3 shall be measured by the Square Yard of area cleared.

BASIS OF PAYMENT

This work, measured as provided above, will be paid for at the contract price, which shall be considered full compensation for furnishing all labor and equipment for all brushing performed, and for the handling and disposal of all debris resulting from brush clearing.

BID ITEM 90032 FORD CONSTRUCTION

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to construct the two ford crossings shown on Sheets U-3. The crossings shall be constructed at the locations, and to the dimensions shown. At no point shall the ford crossings be greater than 16 feet in length.

Stone required for the ford construction shall be paid separately.

METHOD OF MEASUREMENT

Ford Construction shall be paid for Each ford constructed in the field.

BASIS OF PAYMENT

This work, measured as provided above, will be paid for at the contract price, which shall be considered full compensation for furnishing all labor, equipment, and incidentals necessary to construct each ford. Stone quantities shall be paid separately.

BID ITEM 90033 #2 WASHED STONE

DESCRIPTION

This item is intended for stone needed to construct the Fords. Work under this bid item shall include all labor, equipment, and incidentals necessary to procure #2 Washed Stone, transport the stone to the project site, and appropriately store the stone. The stone shall meet the gradation shown below and shall be comprised of angular stone.

Size of Material Passing	Percentage Passing by Weight
2 Inch	100
1-1/2 Inch	90-100
1 Inch	20-55
3/4 Inch	0-10
3/8 Inch	0-5

#2 Washed Stone shall be placed over a layer of Geotextile Fabric Type SAS Non Woven. Provision, the provision and placement of which shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

#2 Washed Stone shall be measured by the Ton of material placed.

BASIS OF PAYMENT

This work, measured as provided above, will be paid for at the contract price, which shall be considered full compensation for furnishing, transporting, storing, and placing #2 Washed Stone and all necessary Geotextile Fabric Type SAS Non Woven.

BID ITEM 90034 FIELD BEND

DESCRIPTION

Where shown on the drawings, the Contractor shall provide a 42-inch degree field bend..

The Field Bend shall be reinforced with welded wire fabric and shall utilize fiber reinforced concrete in the concrete collar itself. The interior or the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

Individual or multiple precast sections that are assembled to provide the total angle required will be measured for payment as a single Field Bend.

BASIS OF PAYMENT

Field Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.

BID ITEM 90035 REMOVE LIMESTONE RIPRAP

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to remove, haul, and dispose of existing limestone riprap throughout the site. The material shall not be reused on site. The estimated quantity of limestone riprap removal is 260 cubic yards. If a layer of filter fabric is below the riprap, it shall be removed as part of this bid item.

METHOD OF MEASUREMENT

Remove Limestone Riprap shall be measured per Cubic Yard of stone, based on the Plan Quantity, without measurement thereof.

BASIS OF PAYMENT

Remove Limestone Riprap shall be paid at the contract price, which shall be considered full payment for excavating, hauling, and disposing of existing limestone riprap.

BID ITEM 90036 REMOVE SPLIT RAIL FENCE

DESCRIPTION

Work under this bid item shall include the removal and disposal of two, split-rail fences along Tree Lane. There is approximately 85 linear feet of fence on the west side of Tree Lane and approximately 105 linear feet on the east side. The fence shall be fully removed, including any subsurface support structures. The Contractor shall receive permission from the Engineer prior to abandoning any partial structures or footings in place.

The Contractor shall be responsible for disposing of all fence materials. Any backfill required to fill excavations created by the fence removal shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Remove Split Rail Fence shall be paid as a Lump Sum for the complete removal of both split rail fences and any subsurface structures or footings.

BASIS OF PAYMENT

Remove Split Rail Fence, measured as provided above, shall be paid for at the contract unit price, which shall be full compensation for complete removal of all split rail fence on site and any subsurface structures.

BID ITEM 90037 REMOVE AND REPLACE BOULDER RETAINING WALL

DESCRIPTION

Boulder retaining walls support the greenway embankment on either side of Tree Lane. These walls will be disturbed through two activities. The western boulder retaining wall will need to be removed and reconfigured where it intersects with the new bike path retaining wall. Additionally, the new outfalls on the east side of Tree Lane will need to be constructed through the second boulder retaining wall. Approximate impacts are:

- Bike Path Impact (East Wall): 60 square feet
- Storm Sewer Installation Impact (West Wall): 200 square feet

Work under this bid item includes all labor, equipment, materials, and incidentals necessary to remove and replace impacted portions of these retaining walls. The Contractor is encouraged to remove only what is necessary to complete the work, and when possible, to reuse the existing stones. The Contractor shall submit a Boulder Retaining Wall plan for approval, prior to starting work that will impact the retaining walls.

The walls shall be partially or fully reconstructed in a manner identical to the existing construction. The Contractor is encouraged to reuse the existing boulders in similar locations to reconstruct the wall as necessary. The existing boulder configuration varies from approximately 3-foot diameter boulders at the base of the wall, to 18-inch diameter boulders at the top of the wall.

The Contractor shall place Riprap Filter Fabric Type HR behind any reconstructed portions of the wall. Provision and placement of filter fabric shall be considered incidental to this bid item.. The Contractor shall remove sufficient stones to provide a minimum of 3 feet of overlap between the existing filter fabric and newly placed filter fabric.

Additional stones imported to the site in order to complete this work shall be considered incidental to this bid item. Stones to be reused may be temporarily stored in the channel.

The Contractor shall provide adequate shoring for the embankment and remaining wall sections during removal and replacement.

METHOD OF MEASUREMENT

Remove and Replace Boulder Retaining Wall shall be measured as a Lump Sum for all work necessary, including removing and reconstructing both walls in entirety, if necessary.

BASIS OF PAYMENT

Remove and Replace Boulder Retaining Wall shall be measured as described above and paid at the contract unit price, which shall be considered full compensation for all labor, equipment, materials, and incidentals required to remove and reconstruct the boulder retaining walls as necessary to complete the work.

BID ITEM 90038 CLAY PLUG

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to construct a clay plug behind structure S-9, for the purpose of preventing water seepage from the storm pond into the bike path retaining wall backfill.

The clay plug shall be constructed of lean clay and shall be a minimum of 1-foot thick. The clay plug shall extend a minimum of 1-foot beyond the existing pipe backfill material in all directions. The clay plug shall be compacted

Clay material used to construct the clay plug shall be considered incidental to this bid item. If suitable material is found on site, it may be reused, pending approval from the Construction Engineer.

METHOD OF MEASUREMENT

Clay Plug shall be measured per Each plug installed in the field.

BASIS OF PAYMENT

Clay Plug shall be measured as described above and shall be paid at the unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to provide and install lean clay as described in these special provisions.

BID ITEM 90039 SEEDING - SLOPE STABILIZATION MIX

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to provide, store, and install Slope Stabilization Seed Mix in the locations shown on the plan set. All work, including the addition of soil stabilizers, fertilizers, and the addition of the specified cover crop, shall be completed in accordance with Article 207 of the Standard Specifications. Following seeding, the site shall be stabilized with erosion matting as shown on Sheet EC-1, which shall be paid separately under the appropriate bid item.

The seed mix, as defined below, was provided by Agrecol in Madison, Wisconsin (608-223-3571). The Contractor may choose to use an alternate supplier, but shall submit the seed mix and supplier contact information to the Engineer for approval.

SLOPE STABILIZATION MIX		
WILDFLOWERS	COMMON NAMES	OZ./ACRE
Asclepias tuberosa	Butterfly Weed	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	8.00
Coreopsis lanceolata	Lance-Leaf (Sand) Coreopsis	2.00
Dalea purpurea	Purple Prairie Clover	4.00
Echinacea purpurea	Purple Coneflower	8.00
Heliopsis helianthoides	Early Sunflower	6.00
Liatris pycnostachya	Prairie Blazing Star	2.00
Monarda fistulosa	Wild Bergamont	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Ratibida pinnata	Yellow Coneflower	4.00

Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Solidago rigida	Stiff Goldenrod	1.00
Trandescantia ohiensis	Ohio Spiderwort	4.00
Zizia aurea	Golden Alexanders	2.00
	WILDFLOWERS TOTAL	48.00
GRASSES, SEDGES & RUSHES	COMMON NAME	OZ/ACRE
Andropogon gerardii	Big Bluestem	8.00
Bouteloua curtipendula	Side Oats Grama	32.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus trachycaulus	Slender Wheatgrass	32.00
Elymus virginicus	Virginia Wild Rye	20.00
Panicum virgatum	Switchgrass	12.00
Schizachyrium scoparium	Little Bluestem	16.00
Sorghastrum nutans	Indian Grass	20.00
	GRASSES, SEDGES & RUSHES TOTAL	156
	SEED MIX TOTALS	204.00

This seed mix shall be accompanied with a cover crop consisting of 65 pounds per acre of Winter Wheat and 15 pounds per acre of Annual Ryegrass. This cover crop shall be used regardless of what time of year the site is seeded.

METHOD OF MEASUREMENT

Seeding – Slope Stabilization Mix within the limits shown on the plan set shall be paid per Square Yard.

BASIS OF PAYMENT

Seeding – Slope Stabilization Mix shall be measured as described above and shall be paid at the contract unit price, which shall constitute full compensation for provision and placement of seed as defined in this section and Article 207 of the Standard Specifications.

BID ITEM 90040 SEEDING – WISDOT 30 MIX

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to provide, store, and install WisDOT 30 Seed Mix in the locations shown on the plan set. All work, including the addition of soil stabilizers, fertilizers, and the addition of the specified cover crop, shall be completed in accordance with Article 207 of the Standard Specifications and Section 630 of WisDOT Standard Specifications. Following seeding, the site shall be stabilized with erosion matting as shown on Sheet EC-1 and U-3, which shall be paid separately under the appropriate bid item.

This seed mix shall be accompanied with a cover crop consisting of 65 pounds per acre of Winter Wheat and 15 pounds per acre of Annual Ryegrass. This cover crop shall be used regardless of what time of year the site is seeded.

METHOD OF MEASUREMENT

Seeding – WisDOT 30 within the limits shown on the plan set shall be paid per Square Yard.

BASIS OF PAYMENT

Seeding – WisDOT 30 shall be measured as described above and shall be paid at the contract unit price, which shall constitute full compensation for provision and placement of seed as defined in this section, Article 207 of the Standard Specifications, and Section 603 of the WisDOT Standard Specifications.

BID ITEM 90041 SEEDING – NO MOW TURF

DESCRIPTION

Work under this bid item includes provision and placement of No Mow Turf Seed Mix as shown on Sheet EC-1. Seed shall be applied in accordance with Article 207.2 of the Standard Specifications.

All work shall be completed in accordance with Article 207 of the Standard Specifications. Erosion matting shall be placed in accordance with Sheet EC-1 and shall be paid separately.

METHOD OF MEASUREMENT

Seeding – No Mow Turf shall be measured per Square Yard of seed provided and placed in the field.

BASIS OF PAYMENT

Seeding – No Mow Turf shall be measured as provided above and shall be paid at the contract unit price, which shall be considered full compensation for the work described above.

BID ITEM 90042 TREE PLANTING

DESCRIPTION

The Contractor shall provide and install approximately eleven (11) ball & burlap (B&B) trees in the greenway as shown on plan L-1 in accordance with Article 209 of the Standard Specifications and Standard Detail Drawings 2.01. The planting hole shall be at least 2 times the diameter of the soil ball.

Note: The root collar is the area where the roots join the trunk. With nursery grown B&B trees the root collar is rarely visible, often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk.

Excavated planting holes that will be left open when work is not in progress pose an immediate and considerable hazard to pedestrians or vehicles and shall be adequately barricaded with appropriate warning devices. The Contractor shall notify the Project Manager, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Project Manager shall designate alternate planting locations. The Contractor shall place stakes indicating tree species and exact location to review with the Engineering Project Manager prior to planting.

Note: All materials (ropes, strings, wire baskets, burlap, and other wrappings) shall be removed from the soil ball.

Tree planting shall occur from within the channel. The Contractor shall select equipment that is able to access the proposed tree locations from the greenway. The Contractor shall not cross on to private property to plant trees.

METHOD OF MEASUREMENT

Trees planted shall be measured by each tree provided and installed in the field.

BASIS OF PAYMENT

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the sites. This Bid Item shall also include all work and coordination necessary to obtain any necessary permits and adequately clean the site after project completion. Cleaning the site may include sweeping the sidewalk, street, or bike path in compliance with Article 210.1(d) of the Standard Specifications, as necessary to remove debris or spilled material and hauling away all trash from the site.

BID ITEM 90043 TREE MAINTENANCE

DESCRIPTION

The Contractor shall maintain the approximately eleven (11) newly planted trees for 1 year to ensure healthy growth, as specified in Article 209.6 of the Standard Specifications.

NOTE: Trees shall be watered thoroughly immediately after planting and during the ten (10) day period after initial planting.

Maintenance shall include proper watering, weeding, pruning, securing, and mulching. A performance bond shall remain in effect for one year from the date on the certificate of completion. Note: Plants shall be guaranteed for two years from the date of installation on the certificate of completion. The Contractor shall replace any tree which, for any reason, has died or failed to flourish in compliance with Article 209.6(c) of the Standard Specifications.

Tree maintenance shall occur from within the channel. The Contractor shall select equipment that is able to access the new trees from the greenway. The Contractor shall not cross on to private property to complete tree maintenance activities.

METHOD OF MEASUREMENT

Tree maintenance shall be measured as a Lump Sum. No change in price will be granted if additional trees are added to the planting plan at a later date.

BASIS OF PAYMENT

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the sites. This Bid Item shall also include all work and coordination necessary to obtain any necessary permits and adequately clean the site after project completion. Cleaning the site may include sweeping the sidewalk, street, or bike path in compliance with Article 210.1(d) of the Standard Specifications, as necessary to remove debris and hauling away all trash from the site.



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

REPLY TO
ATTENTION OF

Operations
Regulatory (2015-01887-MHK)

May 13, 2016

Mr. Robert Phillips, P.E.
City of Madison – Engineering Division
210 MLK Jr. Boulevard, Room 115
Madison, Wisconsin 53703

Dear Mr. Phillips:

We have reviewed the City of Madison permit application to discharge dredged and fill material within 0.22 acre of Sauk Creek and in 0.41 acre of adjacent wetlands in association with the proposed recreational and public storm water improvement project. The project site, known as the Tree Lane Greenway Path, is in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T. 7N., R. 8E., Dane County, Wisconsin.

The discharge of dredged and fill material proposed within waters of the United States is authorized under the provisions of Letter of Permission LOP-06-WI, provided the work complies with the enclosed General Conditions and is constructed in accordance with the enclosed drawings labeled MVP-2015-01887-MHK, Page 1 of 8 through Page 8 of 8, which are hereby incorporated as part of this Letter of Permission. The authorized work includes:

1. **Sauk Creek:** the discharge of dredged material within 0.22 acre of Sauk Creek for the removal of accumulated sediment and re-grading for waterway re-alignment. The permanent discharge of fill material and conversion of 0.09 acre of waterway to fresh wet meadow wetland. The discharge of fill material and loss of 180 square feet of waterway for the construction of a retaining wall in association with a bicycle path. The discharge of fill material on the bed of 0.06 acre of waterway for the construction of two fords, re-routing of storm sewer pipes, and improvements to an existing outfall and riprap apron.
2. **Wetlands adjacent to Sauk Creek:** the discharge of dredged material in 0.41 acre of wetland for the grading and mechanical clearing of floodplain forest in association improvements to the greenway corridor. Of the 0.41 acre wetland, there would be a permanent loss of 0.10 acre of wetland for the conversion to a re-aligned waterway and a permanent loss of 0.02 acre of wetland for the construction of a bicycle path, two fords and storm sewer outfall improvements. The remaining 0.29 acre of wetland would be converted to a maintainable fresh wet meadow greenway.
3. The temporary discharge of fill material within 0.04 acre of wetland adjacent to Sauk Creek for the construction of a temporary access road.

The authorization is subject to the enclosed General and Standard Conditions and the following special conditions:

1. Northern long-eared bat: To minimize potential adverse effects to the northern long-eared bat, a federally listed threatened species, there shall be no clearing or removal of trees greater than 3 inches dbh (diameter at breast height) between June 1st and July 31st. Tree removal may take place from August 1st through May 31st.
2. The 0.04 acre of wetland temporarily filled by the construction access road shall be graded to final contours and elevations and seeded within 10 days of the completion of construction.

This authorization is contingent on your compliance with the enclosed Section 401 Water Quality Certification (WQC), issued for the project by the Wisconsin Department of Natural Resources (WDNR) on September 14, 2015 (GP-SC-2015-13-02094, 02095, 2096, IP-SC-2015-13-02099, 02100, 02101, 02102). You should contact Wendy Peich of the WDNR office at (608) 275-3481 concerning any potential updates needed regarding the WQC.

This Letter of Permission is issued under the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344). The time limit for completing this authorized work ends three years from the date of this letter. This Federal authorization does not obviate the need to obtain other Federal, state or local authorizations required by law.

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

If you object to the terms and/or conditions of this initial proffered permit, please see Section I-A and complete Section II of the RFA and submit it to the **District Engineer** in accordance with 33 CFR 331. Your objections to the initial proffered permit must be received by the **St. Paul District Office** within 60 days of the date of the NAP or you will forfeit your right to challenge the terms or conditions of the permit.

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

It is not necessary to submit an RFA form to the Corps District or Division Office if you do not object to the initial proffered permit.

The preliminary JD prepared for the site described above is not appealable. The preliminary JD is a written indication that there may be waters or wetlands subject to federal jurisdiction on the site or an indication of the approximate location(s) of waters or wetlands on a parcel. If you wish to receive an approved jurisdictional determination, please see Section I-E.

If you have any questions, contact Marie Kopka in our Brookfield office at (651) 290-5733 or Marie.H.Kopka@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,



for Daniel C. Koprowski
Colonel, Corps of Engineers
District Engineer

Enclosures

Electronic copy furnished to:
Wendy Peich, Wisconsin DNR
Sally Swenson, City of Madison

GENERAL INFORMATION

Persons proposing to do work should note that, in ALL cases, LOP-06-WI requires that adverse impacts to water and wetland resources be avoided and minimized TO THE MAXIMUM EXTENT PRACTICABLE. Also, activities that would adversely affect Federal or State endangered plant or animal species or certain cultural or archaeological resources, or that would impair reserved Native American tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights, are not eligible for authorization under LOP-06-WI.

DEPARTMENT OF THE ARMY PERMIT GENERAL CONDITIONS

1. The time limit for completing work authorized by an LOP ends three years after the date of the Corps' authorization letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to the Corps for consideration at least three months before the expiration date is reached.
2. You must maintain the authorized activity in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archaeological remains while accomplishing the authorized activity you must immediately stop work and notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to the LOP-06-WI authorization. A copy of the certification will be attached to the LOP-06-WI authorization if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any

time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of LOP-06-WI.

Further Information.

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344).
2. Limits of this authorization.
 - a. This LOP does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This LOP does not grant any property rights or exclusive privileges.
 - c. This LOP does not authorize any injury to the property or rights of others.
 - d. This LOP does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including but not limited to the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching

the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1., above, establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

OTHER INFORMATION

1. **FEDERAL TRUST RESPONSIBILITY TO INDIAN TRIBES.** Projects the District finds to have potential to affect tribal interests will be coordinated with the appropriate Indian Tribal governments. The Tribe's views and the Federal trust responsibility will be considered in the District's evaluation. Throughout the state, including the treaty-ceded territories, the District review of all provisional LOP projects which impact more than 10,000 square feet of wetland/water area will include coordination with any potentially affected tribe(s). The District will provide, by facsimile transmission, project notifications to the concerned tribe(s) for a 30-day review period. The views of the tribe(s) will be considered in the District's evaluation of the activity and in the District's determination of whether the activity is in compliance with LOP-06-WI Standard Condition 18 that prohibits activities, or their operation, that may impinge or abrogate treaty rights, including, but not limited to, reserved treaty fishing and hunting rights.
2. **PROJECT-SPECIFIC LOP-06-WI CONDITIONS.** The District evaluation will identify any need for project-specific special conditions and require such conditions to minimize adverse project impacts and/or protect the public interest.

3. **FORM AND CONFIRMATION OF AUTHORIZATION.** Every LOP-06-WI authorization will be confirmed in writing by the St. Paul District via a letter of authorization to the project Applicant or authorized agent. The letter will identify any required special conditions.

4. **FEDERAL AND STATE ENDANGERED SPECIES AND CULTURAL RESOURCES.** LOP-06-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wisconsin Statutes and Section 106 of the National Historic Preservation Act. No Corps permit will be granted for projects found not to comply with these Acts.

5. **GRANDFATHER PROVISION.** Regulated work for commenced activities that was authorized under the LOP provisions of GP/LOP-98-WI continues to be authorized under the terms of the original authorization

6. **MODIFICATION OF PROCEDURES.** The St. Paul District has authority to modify, revoke, or suspend these procedures at any time it determines that circumstances concerning the public interest warrant such action.

**STATE SECTION 401
CERTIFICATION, CONDITIONS AND
LIMITATIONS OF SECTION 401
CERTIFICATION OF LOP-06-WI.**

I. General Conditions

1. The applicant shall allow the WDNR reasonable entry and access to the discharge site to inspect the proposed discharge for compliance with this certification and applicable laws and to inspect permitted discharges for compliance with this certification and applicable laws.

2. If any conditions of this certification are found to be invalid or unenforceable, certification for all activities to which that condition applies is denied.

3. The following activities are not eligible for certification under this water quality certification action for LOP-06-WI.

A. Activities likely to jeopardize the continued existence of a state designated threatened or endangered species or a species proposed for such designation or which is likely to destroy or adversely modify the habitat of such species.

B. Activities that result in adverse impacts to fishery spawning habitat or adversely affect

avifauna breeding areas or substantially disrupt the movement of those species that normally migrate from open water to upland or vice versa (i.e. amphibians, reptiles and mammals).

C. Activities detrimental to waters of the state, including wetlands, that would adversely affect designated areas of special natural resource interest as defined in NR 103.04, Wis. Adm. Code.

D. Activities, individually or cumulatively, detrimental to waters of the state, including wetlands, that would further the substantial degradation of designated impaired waters of the state.

4. Applicants seeking authorization under the LOP-06-WI (Letter of Permission procedures) shall complete a Joint State/Federal Permit Application and submit two copies to each, the appropriate local COE office and the local WDNR Water Management Specialist. Applications for water quality certification must be complete as determined by the WDNR. Please note an application fee is required for state water quality certification activities identified under Section II below.

II. Water Quality Certification

1. The WDNR grants water quality certification for projects that satisfy all applicable conditions of LOP-06-WI subject to the **General Conditions** above, and:

2. **The applicant receives written confirmation from the department that their proposed activity(s) is consistent with the requirements of NR 299 Water Quality Certification, Wis. Adm. Code, and the Department confirms that the applicant has adequately demonstrated that no other practicable alternative exists which would not adversely impact wetlands and would not result in other significant adverse environmental consequences and the Department confirms that the activity is consistent with the requirements of NR 103.08, Wis. Adm. Code.**

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

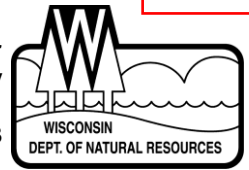
**WISCONSIN COASTAL
MANAGEMENT PROGRAM (WCMP)
CONDITIONS.**

The WCMP's Federal consistency determination for LOP-06-WI provides that no

LOP-06-WI authorization for an activity taking place in coastal wetlands identified as ridge and swale complexes and/or wetlands adjacent to the Mink River, Door County, and the Kakagon and Bad Rivers, Ashland County will be valid unless and until a Federal consistency determination is granted or waived by the WCMP. This requirement therefore is incorporated as a permit condition of LOP-06-WI. Applicants will be notified of this condition in the District's LOP provisional authorization for projects in these areas.

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

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



September 14, 2015

GP-SC-2015-13-02094, 02095 & 02096, IP-SC-2015-13-02099, 02100, 02101 & 02102

City of Madison - Engineering Division
Robert Phillips
210 MLK Jr. Blvd., Room 115
Madison, WI 53703

Dear Mr. Phillips:

The Department of Natural Resources has completed its review of your permit applications associated with the proposal to change the stream course of Sauk Creek in the City of Madison, Dane County. You will be pleased to know your applications are approved with a few limitations.

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

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

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

If you have any questions about your permit, please call me at (608) 275-3481 or email wendy.peich@wisconsin.gov.

Sincerely,

Wendy Peich
Water Management Specialist

cc: Waukesha Office, Project Manager, (262) 717-9531, U.S. Army Corps of Engineers
Dane County Zoning Administrator
Contractor
Consultant

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Changing stream course PERMIT
IP-SC-2015-13-02099**

The City of Madison is hereby granted under Sections 30.12, 30.19, 30.195, 30.20 and 281.36 Wisconsin Statutes, permits associated with The Tree Lane Greenway Path project which will construct a bike path on the southeast side of the East Mendota-Pheasant Branch Greenway, Mineral Point Road Section, which is located between the W. Beltline Highway Mineral Point on-ramp and Tree Lane. The project will also grade the existing channel, as well as dredge and realign the low-flow channel within the greenway of an unnamed stream, in the City of Madison, Dane County, also described as in the SW1/4 of the SW1/4 of Section 23, Township 7 North, Range 8 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email wendy.peich@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 09/14/2018. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.

CHANNEL CHANGES

4. Construction must be done during low water periods and must not take place between October 15th and May 15th.
5. Development in conjunction with this project, such as construction or filling, must conform to State Floodplain Management Standards and local zoning regulations.
6. Material excavated from the new channel may be temporarily stored in an upland area, out of the floodway, separated from the stream by a strip of undisturbed vegetative cover or protected with silt fence.
7. The bank slopes of the new channel must be in accordance with the approved plans.
8. The new channel's banks must be stabilized before it is opened up to flow. To minimize erosion, the downstream end of the new channel must be opened first. When stream flow is passing through the new channel, the existing channel can be filled. The upstream and downstream end of the fill in the old channel must be protected from erosion in accordance with the project plans.
9. The low flow channel will involve the use of turf reinforcement mat in the channel bottom. This will only be in the low flow channel and will use DNR approved materials.

DREDGE

10. Any and all of the removed materials must be placed in an upland location.
11. This permit complies with the substantive requirements of s. 23.24, Stats. and NR 109, Adm. Code.
12. Any bottom materials to be removed must be removed by equipment, which is designed to minimize the amount of sediment that can escape into the water. Equipment must be properly sized so that excavation conforms to the plans submitted and allows the work to be done from the banks rather than in the waterway.
13. Removal must not exceed the amount as specified in the application and plans.

14. You must dredge to the dimensions and elevations shown on your approved plans.
15. You must not deposit or store any of the removed materials in any wetland or below the ordinary high watermark of any waterway. All removed materials must be placed out of the floodway of any stream.

FORD

16. The approaches to the stream-crossing site must be constructed and maintained to prevent materials from eroding into the waterway.
17. The fords must be constructed as specified in your application.
18. The removed streambed material must be placed and stabilized in an upland area as marked on your plans or as otherwise approved in writing by the Department.
19. When construction is complete, the streambed elevations must be the same as the pre-construction streambed elevation.
20. You must remove enough material from the streambed to allow the ford crossing material to be placed so that its upper surface is level with natural streambed elevations, both above and below the crossing site.

SHORE PROTECTION

21. Banks and other erodible areas must be riprapped, seeded, mulched or sodded to prevent erosion. Temporary and final erosion control measures are to be installed immediately and must be kept in place until site stabilization is completed. Temporary erosion control measures such as straw bales and silt fences must be put in place prior to any precipitation or if work ceases for longer than 24 consecutive hours.
22. Disturbance of bank vegetation must be kept to a minimum during construction. Any vegetative removal must comply with local zoning regulations.
23. The project must be constructed in such a manner as to prevent upland soil losses and sediment deposition into surface waters.

WETLAND

24. Final site stabilization requires the re-establishment of vegetation with non-aggressive, native species and should not contain invader species such as Reed Canary Grass (*Phalaris arundinacea*).
25. No other portion of the wetland may be disturbed beyond the area designated in the plans.
26. The wetland must be restored to its original topographic elevations. No mounding or excess fill is allowed unless specified in this permit.
27. You are not allowed to temporarily or permanently stockpile excavated or fill material in the wetland.
28. You must maintain existing water levels in the wetland and to maintain and the hydrologic connection between wetland areas.
29. Selection of erosion matting must prevent wildlife impacts. Erosion control matting used on this project should be made from natural fiber only, without any synthetic mesh or netting.
30. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
31. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.

32. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
33. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
34. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
35. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
36. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
37. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html .
38. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

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

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

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

FINDINGS OF FACT

1. The City of Madison has filed an application for permits associated with The Tree Lane Greenway Path project which will construct a bike path on the southeast side of the East Mendota-Pheasant Branch Greenway, Mineral Point Road Section, which is located between the W. Beltline Highway Mineral Point on-ramp and Tree Lane. The project will also grade the existing channel, as well as dredge and realign the low-flow channel within the greenway of an unnamed stream, in the City of Madison, Dane County, also described as in the SW1/4 of the SW1/4 of Section 23, Township 7 North, Range 8 East.
2. The channel between the west beltline on ramp and tree lane will be dredged, graded and realigned. The project includes tree removal, dredging and re-grading for a meandering low flow channel in a larger floodway channel. The project will remove accumulated sediment and road sand, will provide greater stability of the banks and associated proposed bike path retaining wall. Approximately 2,262 feet of wetlands will be permanently filled in order to construct the bike path and retaining wall.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.

4. The stream is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 30.12, 30.19, 30.195, 30.20 and 281.36 Wisconsin Statutes and Chapters NR 102, 103, 328, 329, 341, 345 and 347 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

9. The project will not materially obstruct navigation because this portion of the waterway is not navigated.
10. The project will not be detrimental to the public interest, will not materially reduce the flood flow capacity of a stream and will not cause environmental pollution as defined in s. 299.01(4).
11. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

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

NOTICE OF APPEAL RIGHTS

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

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

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

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

- A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
- A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
- A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on 09/14/2015.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By  _____
Sincerely,
Wendy Peich
Water Management Specialist




APPLICATION/PERMIT TO WORK ON HIGHWAY RIGHT-OF-WAY

Wisconsin Department of Transportation (WisDOT)

DT1812 8/2014 s. 86.07(2), 86.16 and other applicable Wis. Stats.

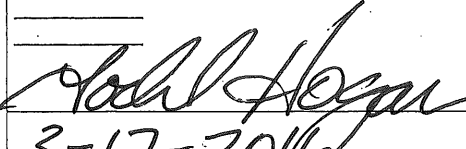
1. Applicant's Name, Address, City, State and ZIP Code Robert F. Phillips, City Engineer City of Madison Engineering Room 115, City-County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703		2. Work Start Date 5/15/16	3. Work Finish Date* 9/15/2016	4. Highway (Check all that apply) <input type="checkbox"/> WIS _____ <input checked="" type="checkbox"/> US 12/14 (NB) <input type="checkbox"/> Interstate _____ <input checked="" type="checkbox"/> 12/18 Beltline
6. Is the work area near a survey monument? If yes, email geodetic@dot.wi.gov or call 866-568-2852. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		7. Trans 401 project designation? See provision #13. For all Major projects, provide a formal erosion control plan with this application. <input checked="" type="checkbox"/> Minor <input type="checkbox"/> Major		8. Location Details (Town, range, section, 1/4 sect; provide plat map or location sketch) T07NR08E, SW 1/4 of SW 1/4 of Section 23 see title sheet of plans for location map
9. Are any environmental permits, certifications or approvals required from other regulatory agencies, including tribal governments? If yes, provide a copy of each item. If no, proof of agency coordination may still be required with this application. Click on <u>environmental coordination</u> for more information. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		13. Provide Detailed Description of How Work Will Be Accomplished. Use page 2 or additional pages if needed. For chemical treatment, answer questions on page 2. Provide work plans, drawings and specifications as needed. See attached plans and special provisions. Work will be done by a Public Works contract in accordance with City of Madison Standard Specifications.		
10. Work Type (Check all that apply) <input type="checkbox"/> Access management <input type="checkbox"/> Crash investigation/cleanup <input checked="" type="checkbox"/> Drainage: Culverts/tiles <input checked="" type="checkbox"/> Drainage: Grading/riprap <input checked="" type="checkbox"/> Drainage: Storm Sewer <input type="checkbox"/> Environmental assessment <input type="checkbox"/> Harvesting nature products <input type="checkbox"/> Hazmat: Cleanup/remediation <input type="checkbox"/> Hazmat: Monitoring wells <input type="checkbox"/> Invasive species assessment <input checked="" type="checkbox"/> Landscaping <input type="checkbox"/> Soil borings <input type="checkbox"/> Surveying <input checked="" type="checkbox"/> Bike path and channel	12. Work Zone Description (Check all that apply) <input type="checkbox"/> Not applicable <input type="checkbox"/> Full road closure: detour** <input type="checkbox"/> Full road closure: temporary <input type="checkbox"/> Lane closure: without flagging <input type="checkbox"/> Lane closure: with flagging <input type="checkbox"/> Lane encroachment (2 feet or less) <input checked="" type="checkbox"/> Intersection/roundabout <input type="checkbox"/> Shoulder/parking lane closure Freeway/expressway location <input checked="" type="checkbox"/> Off shoulder: < 30' off white line <input checked="" type="checkbox"/> Off shoulder: ≥ 30' off white line <input checked="" type="checkbox"/> Near R/W line or fence Non-Freeway/expressway location <input type="checkbox"/> Off shoulder: < 15' off white line <input type="checkbox"/> Off shoulder: ≥ 15' off white line <input type="checkbox"/> Back of curb: < 2' behind <input type="checkbox"/> Back of curb: ≥ 2' behind			
11. Vegetation Management (Check all that apply) <input type="checkbox"/> Mow <input checked="" type="checkbox"/> Prune <input checked="" type="checkbox"/> Plant <input checked="" type="checkbox"/> Remove <input checked="" type="checkbox"/> Cut and/or trim <input type="checkbox"/> Chemically treat ¹³				

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and other jurisdictional agencies' permit requirements. Applicant shall comply with all permit provisions, superimposed notes, and detail drawings that WisDOT may add. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit. When approved, the permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement in WisDOT right-of-way. It is not assignable or transferrable. All costs associated with this permit are the permittee's responsibility unless otherwise noted.

(Main Contractor Company Name, If applicable)		11/13/15
(Contractor Representative/Title)	Robert F. Phillips	City Engineer
(Area Code/Phone No. - Cell)	608-266-4093	rphillips@cityofmadison.com
(Area Code/Phone No. - Office)		
(Email Address)		

*NOTE: If the work described is not completed by the "Work Finish Date" specified, this permit is null and void and the work shall not be completed unless authorized through a subsequent permit or an approved time extension. ANY PERMIT ISSUED IS REVOCABLE.

For Official Wisconsin DOT Use Only - Do Not Write Below

<input type="checkbox"/> PERMITTEE SHALL NOTIFY THE WISDOT REPRESENTATIVE LISTED BELOW 3 DAYS BEFORE STARTING ANY WORK: Region contact, title, office address, area code/phone no., and email address Wisconsin DOT 608-516-6493	<input type="checkbox"/> See Supplemental Permit Provisions (Page 4) <input type="checkbox"/> Special Permit Provisions Also Included <input type="checkbox"/> Lane Closure System notification required <input type="checkbox"/> Insurance or performance bond required <input type="checkbox"/> Other regulatory agency permits not required <input type="checkbox"/> **State highway traffic detour permit required <input type="checkbox"/> Permit issued in conjunction with: _____ <input type="checkbox"/> Permit voids and supersedes permit(s): #____, Issued _____ <input type="checkbox"/>	Date Application Received Date Application Complete Permit Issuance Date 3/17/16 Permit Expiration Date Permit Extension Date Permit Number 13-09-16
 3-17-2016	(WisDOT Authorized Representative Signature - If Computer-filled, Brush Script Font)	

<p>Use this section to provide information on chemical treatment (question #11):</p> <p>(a) Chemical(s) to be used and EPA Registration Number(s)? (Example: Garlon 4 Ultra, EPA REG. NO. 62719-527)</p> <p>(b) Type of application(s)? (Example: Stump treatment, broadcast, etc.)</p> <p>(c) Applicator name(s) and Wisconsin certification number(s)? (Example: Bill Smith, 146886-CA. Personnel must be licensed as commercial applicators in category 6.0, Right-of-Way, to legally apply herbicides on roadsides.)</p> <p>(d) How will property owners bordering the affected highway R/W be notified prior to spraying? (Examples: In-person, doorknob cards, letters, phone calls, etc.)</p> <p>(e) Will spraying occur near wetlands? (If yes, see question #9)</p> <p>(f) Provide name(s) and cell number(s) for the supervisor or lead worker of each crew:</p>	<p>Use this section to provide information that does not fit on front page or #11(a)-(f) on left:</p>
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INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2011-2012), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2011-2012), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.

GENERAL PERMIT PROVISIONS AND CONDITIONS OF APPROVAL (#1-28)

Pursuant to Wisconsin Statutes and once approved by WisDOT, this permit allows performance of the specific work described over which WisDOT has permit authority. *The permittee shall abide by these general provisions, and any supplemental and/or special provisions.* (RW = right-of-way)

1. Warning signs, devices and methods shall be in place and fully functional prior to the start of any permitted work within highway RW, and shall protect the public until all permit-associated work is complete. Warning signs and devices shall conform to the appropriate sizes, designs and configurations specified within the Manual of Uniform Traffic Control Devices and the Wisconsin MUTCD Supplement, current edition. Provide and maintain the quantity of signs and devices therein described, and supplement those with additional signs, devices and flaggers as necessary to functionally protect people and property from injury or damage at all times and under all conditions, including changed or changing conditions. All personnel shall wear retro-reflective safety vests while working within the highway RW.
2. Secure the work site and associated traffic control zone against any hazard to the public, both when the site is attended and is unattended during off-hours, holidays, and nighttime hours. This includes vehicles, equipment and materials. Any violation of this permit, particularly any failure to maintain safe work site and traffic control zone, will require immediate cure by the permittee, and may result in WisDOT stopping further work, removal of permittee from the highway RW, and/or permit revocation.
3. Coordinate the permitted work and in no case interfere with any ongoing highway improvement project.
4. Keep a complete copy of the permit (which may be electronic) at the job site at all times the permitted work is ongoing along with a project manager or supervisor familiar with the permit and all of its details and requirements. Failure to comply with any part of this permit is the permittee's responsibility.
5. Determine the location of, and protect or cause to protect from any damage, any existing facilities in the area affected by the permitted work. All notifications to other facility owners are the permittee's responsibility.
6. Perform all permitted work without obstructing or closing any part of any traffic lane or fully closing any road unless specifically authorized by WisDOT.
7. Alter the permitted facilities as may be ordered by WisDOT to facilitate highway improvement, alteration, safety control, or maintenance. Accept all costs of constructing, maintaining, altering, temporarily moving or relocating the permitted facilities.
8. The permit authorizes only the described work of and for the permittee indicated on this permit. It does not grant authority for the work of any other, either by present or future installation.
9. Any disturbance to, operation within, or use of a highway median is expressly prohibited, unless specifically authorized by WisDOT. **The use of interstate or freeway median crossovers for any reason is prohibited and subject to law enforcement citation.**
10. Construction methods and restorations shall be in accordance with applicable parts of WisDOT's Standard Specifications for Highway and Structure Construction, current edition.
11. Comply with all requirements of applicable regulations and codes, including, but not limited to, the Wisconsin Dept of Workforce Development, Workplace Safety Institute for safety precautions and operations relevant to trenching, tunneling, and excavation.
12. Do not open at any time any greater length of trench than is necessary to maintain essential progress of the work.
13. Implement erosion control best management practices (BMPs) prior to and at all times during work operations. Provide and maintain erosion control BMPs to protect all restored areas upon completion of the permitted work until the replacement vegetation achieves sustained growth. Trans 401 designations for major and minor projects in this permit use the same meanings as utility projects. If a project is not "minor", then it is "major".
14. Derive no direct access to install, maintain or repair the permitted facility from the travel lane or shoulder of any freeway, or from any interchange ramp, unless specifically authorized by WisDOT or if needed due to an emergency. In the latter case, immediately contact the Wisconsin State Patrol and WisDOT Region Office as indicated on this permit.
15. Install the facility in the specified permit location. Move any part of the facility found to be otherwise located to the correct location upon WisDOT order. Any facility part located other than as specified in this permit is at permittee's sole risk. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the permittee shall hold the State, its employees, agents and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility that may result from a highway construction, maintenance, traffic control, or RW management project or function.
16. Promptly restore all highway facilities disturbed by the permitted work or associated operation. WisDOT may issue a notice setting a specific time by which the restoration must be complete if restoration is not done voluntarily without delay. If the permittee fails to satisfactorily complete the restoration within the time established, WisDOT shall arrange for the restoration to be completed and bill the permittee accordingly. The permittee shall pay for all costs of said restoration.
17. Collect any brush, trash or waste materials resulting from the permitted work, and dispose of said materials off the RW in accordance with applicable solid waste disposal regulations.
18. Send notice within 10 calendar days via regular mail or email to the authorized WisDOT representative who approved the permit upon completion of the work and restoration.
19. Smooth and finished slopes shall be constructed at any location where any regraded portion of the highway RW meets the lands of adjacent property owners.
20. Backfill any excavation permitted within the highway pavement limits or shoulder areas with suitable granular material, placed in lifts or layers 12 inches or less each in depth, and mechanically compact to meet the appropriate density as specified in WisDOT's Standard Specifications for Highway and Structure Construction, current edition. Do not use water jetting to facilitate mechanical compaction. Repair to WisDOT's satisfaction any subsequent heavings, settlements, or other faultings attributable to the permitted work. Use temporary sheeting, shoring and/or trench boxes as needed to prevent trench/tunnel cave-ins.
21. Restore in-kind any curb, gutter, sidewalk, driveway, gravel base, ballast, shoulder material, or other highway RW element/facility disturbed under this permit to the qualities, grades, compactions and conditions specified in WisDOT's Standard Specifications for Highway and Structure Construction, current edition.
22. Restore any turfed RW area disturbed under this permit with fine-graded topsoil having a depth of not less than 4 inches, and reseeded to perennial grass or sodded to WisDOT's satisfaction.
23. Adjust manhole covers, shut-off and regulator valves, and like facilities to the level of the immediately adjacent grades.
24. Cure faults related to work or facilities under this permit that, in WisDOT's opinion, obstruct highway drainage or in any other manner adversely affect highway maintenance or operation, and restore the RW as directed by and to WisDOT's satisfaction.
25. Keep all vehicles/equipment/materials outside the RW fence including all bore pits of any bored or augered installations under a freeway. Do not keep vehicles/equipment/materials between any freeway travel lane and a bore pit if WisDOT authorizes the pit location within the freeway RW. Locate all bore pits outside the clear zone and as close to the RW fence as possible.

26. Do not keep vehicles/equipment/materials related to this permit within the non-freeway R/W limits except as are actively engaged in the work operation.
27. Be aware that future highway improvements may require the adjustment of part or all of the permitted facility, at permittee's cost, to conform to WisDOT's *Utility Accommodation Policy*.
28. Comply with appropriate laws, rules, policies, etc. when within tribal or federal lands. Provide documentation as needed when on WisDOT R/W to prove compliance or coordination with the following agencies:
- Wisconsin Historical Society to avoid/mitigate any potential cultural resource (archeological, historical, burial site, etc.) impacts per §44.40.
 - Department of Natural Resources to avoid/mitigate any potential storm water runoff, site erosion, wetland, waterway and endangered/threatened species impacts.

SUPPLEMENTAL PERMIT PROVISIONS (#29-50)

The permittee shall abide by the following checked provisions:

TREE & VEGETATION MANAGEMENT

29. Plant trees/vegetation only in such locations and in such species as indicated on the plans included and approved with this permit, or as WisDOT specifies in the field.
30. Maintain all plantings according to the attached special permit provisions.
31. Do not place any sign or marker identifying the plantings within the highway R/W limits.
32. WisDOT accepts no responsibility for loss that may occur to the plantings. Be fully aware that the plantings are subject to:
- Thinning and/or mortality
 - Normal hazards due to maintenance operations, snow control, and public utility installation or alteration
 - Trimming or removal, if or when the plantings cause restrictions to sight distance or hazardous snow/ice conditions on the highway
 - Destruction, if highway reconstruction is done
 - Partial or complete abandonment or obliteration, or return to private ownership, if future changes in highway location are made
33. Do not cut, trim or damage trees/vegetation to facilitate the installation or maintenance of the permitted facility except as authorized by the owner of such tree/vegetation. See Wisconsin Statutes 86.03(2), (4), 86.16(3), and 182.017(5).
34. Do not cut or prune oak trees between April 15 and October 15 to prevent Oak Wilt Disease from spreading unless a thick coat of asphalt base tree paint is applied immediately after any cut, pruning wound, or abrasion made between those dates. Cleanly cut the exposed ends of any roots encountered during grading or trenching with suitable pruning tools immediately after exposure. Adhere to any applicable laws, including local ordinances if they are stricter than WisDOT specifications.
35. Remove all stumps, branches, logs, and other debris resulting from the cutting and trimming operations and dispose of such materials off the R/W. Tree disposal may also occur by giving them to the adjacent property owner(s) at a storage location approved by the owner(s). Comply with any applicable laws that regulate the sale, transport, or pruning/cutting of trees.
36. Cut trees flush with the ground. Any remaining stumps shall not interfere with mowing operations.
37. Cut trees may be chipped and used for mulch on the R/W in a layer not exceeding three inches.

38. Trim only the trees/vegetation necessary to provide safe clearances or by special provisions. Do not damage non-target trees/vegetation. Do not clear cut trees/vegetation.
39. Survey the trees/vegetation to be removed and inspect jointly with a WisDOT representative prior to starting any work on the highway R/W.
40. Treat all deciduous tree stumps with a herbicide approved for this use. Do not treat evergreen tree stumps.

RAILROAD CROSSING WORK

41. Complete a permit/application form to detour state highway traffic (DT1479). This DT1812 permit shall only be in effect if WisDOT approves the matching DT1479 permit.
42. Comply with the attached "Special Provisions for Railroad Crossing Work."

WORK RESTRICTIONS

43. Daily, holiday and/or seasonal work restrictions apply to the permitted work as detailed on page __. Review the restrictions with the WisDOT Region Office(s) identified on this permit.

MISCELLANEOUS

44. Contact the WisDOT Region Office(s) identified on this permit to arrange for a Region representative to inspect the work site. Perform no work under this permit prior to his/her arrival.
45. Contact the WisDOT Region Office(s) identified on this permit prior to completing the permitted work to arrange for a Region representative to inspect the work before the permittee's employees or contractor leaves the site.
46. Call the State Traffic Operations Center (STOC) / - on a weekly basis or as otherwise determined by the STOC before working on any interstate or other major freeway. The STOC may place restrictions on work times and lane/shoulder closures based upon various special events, oversize freight movements, or daily peak travel times.
47. Construction by open-trench methods is authorized only if the permitted installation can be accomplished in advance of the highway paving. Bore or dry auger the permitted facility if this cannot be accomplished.
48. At any location where open-trench installation across highway pavement is authorized, saw-cut the surface full depth to enable it to be restored with smooth joints. Restore concrete pavement to the nearest joint.
49. Backfill all excavations according to the attached detail.
50. Blasting within the highway R/W is authorized with this permit.
- 51.



LOG OF SEDIMENT CORE

Project Tree Lane Greenway Environmental
 Location Madison, WI

Pit No. 3
 Surface Elevation _____
 Job No. C15051-6
 Sheet 1 of 1

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	Electrical Conductivity	W	LL	LI
					5	(1.5)				
						(1.25)				
					End Coring at 3 ft					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Excavating <input checked="" type="checkbox"/> _____ Upon Completion of Drilling _____ Time After Excavating _____ Depth to Water _____ Depth to Cave in _____	Start <u>6/20/15</u> End <u>6/20/15</u> Driller <u>CGC</u> Chief _____ Logger <u>ESF</u> Editor <u>ESF</u> Equip. Used: <u>Piston Sampler</u> <u>Pre-Washed w/TSP Solution</u>
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>	



LOG OF SEDIMENT CORE

Project Tree Lane Greenway Environmental
 Location Madison, WI

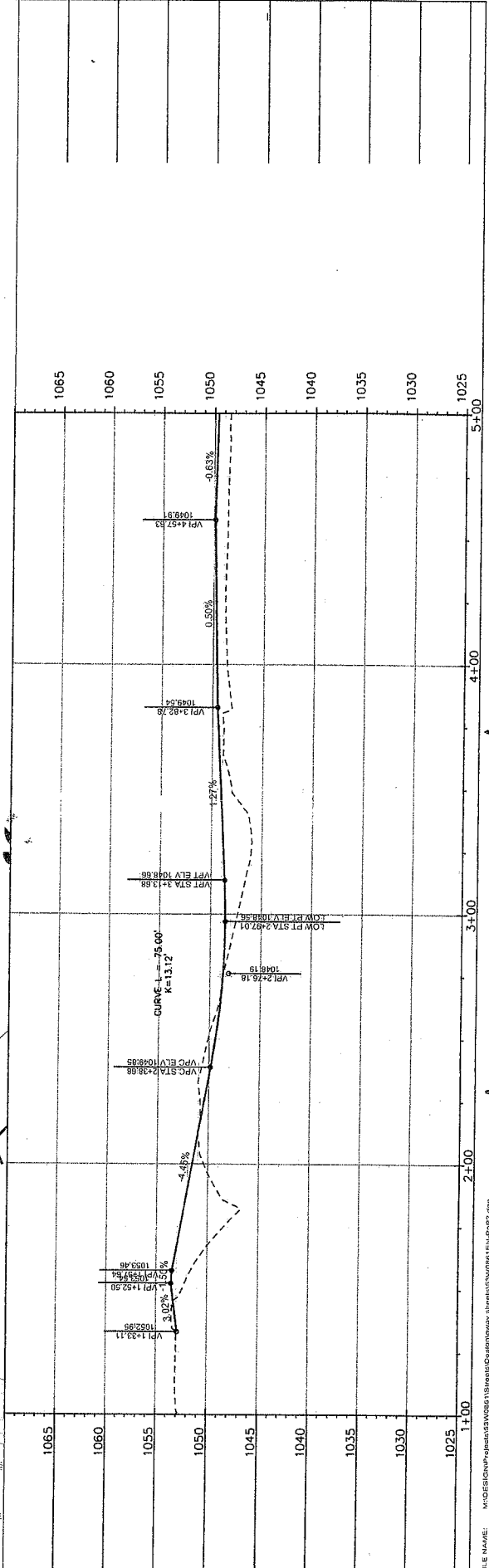
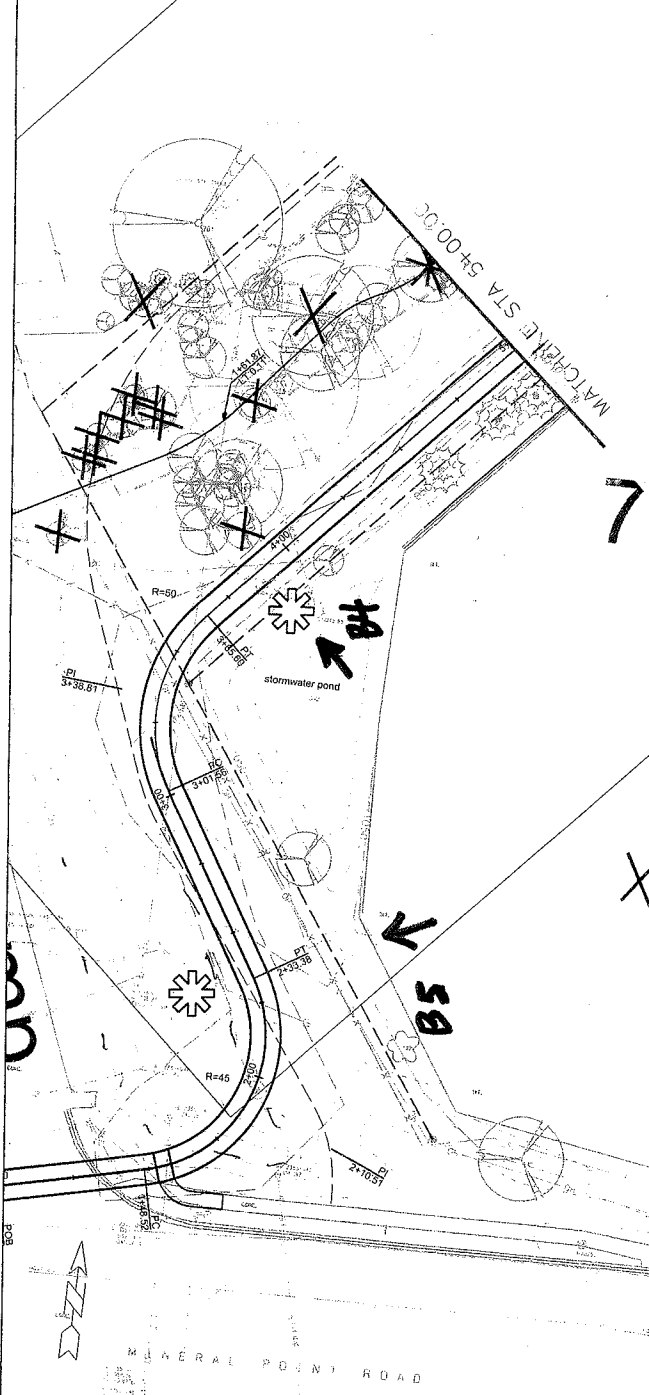
Pit No. 4
 Surface Elevation _____
 Job No. C15051-6
 Sheet 1 of 1

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	Electrical Conductivity	W	LL	LI	pH (in.)
					5	<div style="border: 1px solid black; width: 100%; height: 100%; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></div> Soft, Dark Gray Sandy Clay with Occasional Seams and Lenses of Fine Sand, Trace Gravel					
						End Coring at 3 ft					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Excavating ∇ _____ Upon Completion of Drilling _____ Time After Excavating _____ Depth to Water _____ \blacktriangledown Depth to Cave in _____	Start <u>6/20/15</u> End <u>6/20/15</u> Driller <u>CGC</u> Chief _____ Logger <u>ESF</u> Editor <u>ESF</u> Equip. Used: <u>Piston Sampler</u> <u>Pre-Washed w/TSP Solution</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

TREE LANE GREENWAY PATH
PROJECT NO. 53W0861
SHEET NO. P-1
PLAN AND PROFILE
BIKE PATH
CITY OF MADISON



DATE: 4/20/2015

FILE NAME: W:\GIS\COMP\0861\53W0861\1518\TreeLaneGreenway_PlanProfile.dwg - sheet\53W0861\PlanProfile.dwg

FIGURE 2



LOG OF TEST BORING

Project Tree Lane Greenway Bike Path
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 1050±
 Job No. C15051-4
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	FILL: Intermixed Sand, Silt, Clay and Gravel				
1		9	M	9						
2		12	M	6						
3		10	M	9		More Clayey Below 6 ft				
					10	Stiff to Very Stiff, Brown Lean CLAY, Trace Sand (CL)				
4		13	M	12		(2.25)				
					15	Loose, Brown Fine to Medium Silty SAND, Some Gravel (SM)				
5		15	M	6						
					20	Medium Dense, Tan Fine SAND, Some Silt, Trace Gravel (SM)				
6		16	M	12						
					25	End Boring at 20 ft				
Backfilled with Bentonite Chips										
Location: Approximate Station 9+20 on South Slope Crest										

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	NW	Upon Completion of Drilling	NW	Start	5/1/15	End	5/1/15	
Time After Drilling				30 min.	Driller	SE	Chief	DAP	Rig Geoprobe
Depth to Water				∇	Logger	DAP	Editor	MNS	7822
Depth to Cave in					Drill Method	2.25" HSA;		DT	
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					Autohammer				



LOG OF TEST BORING

Project Tree Lane Greenway Bike Path
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 1049±
 Job No. C15051-4
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	13	M	7		FILL: Dark Brown Silty TOPSOIL (Based on Driller's Description)					
2	14	M	8		FILL: Brown Fine to Medium Sand and Gravel, Some Silt (Based on Driller's Description) Stiff, Brown to Gray-Brown Lean CLAY, Scattered Sand Seams (CL) (Probable Fill)	(1.0)				
3	15	M	13		Stiff to Very Stiff, Dark Gray Lean CLAY (CL)	(1.5-2.5)				
4	14	M	6		Loose, Tan Fine SAND, Some Silt, Trace Gravel (SM)					
5	16	M	19		Medium Dense, Tan Fine SAND, Little Silt (SP-SM)					
6	16	M	17		Medium Dense, Tan SILT, Little Sand (ML)					
End Boring at 20 ft					Backfilled with Bentonite Chips					
Location: Approximate Station 7+25 on South Slope Crest										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling NW
 Time After Drilling _____ 30 min.
 Depth to Water _____
 Depth to Cave in _____

Start 5/15 End 5/15
 Driller SE Chief DAP Rig Geoprobe
 Logger DAP Editor MNS 7822
 Drill Method 2.25" HSA; DT
Autohammer

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



LOG OF TEST BORING

Project Tree Lane Greenway Bike Path
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 1050±
 Job No. C15051-4
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1	█	14	M	6	5	FILL: Darker Gray Sandy Silt, Little Organics				
2	█	15	M	16	5					
3	█	15	M	25	5	Loose, Brown Fine to Medium Silty SAND, Trace Gravel (SM)				
4	█	14	M	4	10					
5	█	15	M	12	15	End Boring at 15 ft Backfilled with Bentonite Chips Location: Approximate Station 5+50 on South Slope Crest				
					20					
					25					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling NW
 Time After Drilling _____ 30 min.
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 5/15 End 5/15
 Driller SE Chief DAP Rig Geoprobe
 Logger DAP Editor MNS 7822
 Drill Method 2.25" HSA; DT
Autohammer

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



LOG OF TEST BORING

Project Tree Lane Greenway Bike Path
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 1050±
 Job No. C15051-4
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	FILL: Dark Gray Sandy Silt, Little Organics				
1		4	M	3	3	FILL: Dark Gray Lean Clay Intermixed with Sand and Gravel				
					5	FILL: Dark Gray Lean Clay Intermixed with Sand and Gravel				
2		14	M	10	10	FILL: Dark Gray Lean Clay Intermixed with Sand and Gravel				
					12	Medium Dense, Brown SILT, Little Sand (ML)				
3		10	M	12	12	Medium Dense, Brown SILT, Little Sand (ML)				
					16	Medium Dense, Tan Fine SAND, Some Silt, Trace Gravel (SM)				
4		15	M	16	16	Medium Dense, Tan Fine SAND, Some Silt, Trace Gravel (SM)				
					22	Medium Dense, Tan Fine SAND, Some Silt, Trace Gravel (SM)				
5		16	M	22	22	Medium Dense, Tan Fine SAND, Some Silt, Trace Gravel (SM)				
					15	End Boring at 15 ft				
					20	Backfilled with Bentonite Chips				
					25	Location: Approximate Station 3+85 on South Slope Crest				

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	5/1/15	End	5/1/15	Driller <u>SE</u> Chief <u>DAP</u> Rig <u>Geoprobe</u> Logger <u>DAP</u> Editor <u>MNS</u> <u>7822</u> Drill Method <u>2.25" HSA;</u> <u>DT</u> <u>Autohammer</u>
Time After Drilling					30 min.					
Depth to Water										
Depth to Cave in										
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



LOG OF TEST BORING

Project Tree Lane Greenway Bike Path
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) -
 Job No. C15051-4
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
1	█	15	M	10	5	FILL: Dark Brown Silty TOPSOIL (Based on Driller's Description) Stiff to Hard, Brown Lean CLAY, Trace Sand (CL - Possible Fill)	(4.0)				
2	█	16	M	5	5		(1.25)				
3	█	15	M	7	7	Loose, Brown Fine to Medium SAND, Some Silt, Trace Gravel (SM)					
4	█	14	M	10	10	Medium Dense, Tan Fine SAND, Some Silt, Trace Gravel (SM)					
5	█	16	M	17	15	End Boring at 15 ft					
Backfilled with Bentonite Chips											
Location: Berm at approximate Station 2+35 Near (NW) of Transformer											

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling NW
 Time After Drilling _____ 30 min.
 Depth to Water _____ ▼
 Depth to Cave in _____

GENERAL NOTES

Start 5/1/15 End 5/1/15
 Driller SE Chief DAP Rig Geoprobe
 Logger DAP Editor MNS 7822
 Drill Method 2.25" HSA; DT
Autohammer

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

Coleman, Lisa

From: Alex Bina [abina@cgcinc.net]
Sent: Wednesday, September 23, 2015 8:10 AM
To: Coleman, Lisa
Cc: 'Mike Schultz'
Subject: Tree Lane Supplemental Slope Stability
Attachments: Cross-Sections - Tree Lane Supplemental Slope Stability.pdf; Table 1 and 2 - Supplemental Tree Lane Slope Stability.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Coleman

CGC has completed supplemental global stability analyses after further design details of the proposed Tree Lane bike path retaining wall became available. This email supplements our initial report C15051-4 dated June 22, 2015.

It is our understanding that the retaining wall will be a modular block gravity wall (no tie-back reinforcement), constructed using precast modular blocks which are 16-in. high, 48-in. long (face of wall), and between 24 and 39-in. deep (into wall). The bottom block will rest on a poured concrete base which is 6-in. thick, with a poured concrete coping over the top block, adjacent to the pavement for the path. Based on a preliminary design completed by others, it is our understanding that select fill (WDOT wall backfill type A, coarse aggregate no. 1) is specified to be placed behind the wall extending from the base of the wall at a 1:1 slope to the bottom of the planned pavement layers. Based on the plans provided, the drain tile behind the wall will connect to a storm structure and daylight to the front of the wall. In regards to the select fill/drainage layer behind the wall, it is our opinion that the drainage detail provided which shows the coarse aggregate backfill encapsulated by a geotextile fabric to prevent soil migration, is adequate.

CGC completed global stability analyses on two wall sections, STA 850+00 and STA 875+00, based on preliminary wall cross-sections provided, as well as subsurface soil information from Soil Borings 1 and 2, completed previously. The estimated unit weight, friction angle, and cohesion (long term) of the soils encountered in the borings (existing embankment fill, natural clay and sand) as well as the properties for the select backfill behind the wall, which were used in our analyses, are provided in attached Table 1. Note that based on past experience, and the gradation provided for the select (coarse aggregate) backfill, CGC estimated the unit weight to be 130 pcf, while the preliminary Recon analysis used 120 pcf. The friction angle was consistent between the two analyses at 34 degrees.

The following assumptions were used in our analysis at each cross-section analyzed using the computer program PCSTABL™:

- The wall geometry, as well as the front and back slopes, were implemented into our analyses based on preliminary cross-sections provided.
- The modular block walls were analyzed as a rigid body.
- The wall base and coping were also analyzed as rigid (concrete).
- A surcharge load of 120 psf was applied along the top surface behind the wall to account for potential lightweight vehicular traffic.
- A 2-ft thick rip-rap layer, as shown in the preliminary plans, was included extending out from the face of the wall.
- The select backfill placed behind the wall was assumed to extend at a slope of 1:1 from the base of the wall to the base of the pavement layers for the path.
- The 100-year high water elevation of 1045.8 ft and the top of the adjacent stormwater pond elevation of 1048 ft at STA 850+00 and 875+00 were taken into account.

- Adequate drainage will be provided behind the walls such that hydrostatic pressures do not develop, as shown in the Typical Wall Section detail in the plans provided.

The following three scenarios were analyzed at each of the two locations:

1. High water in front of the wall at EL 1045.8 ft and saturated behind the wall due to stormwater pond at EL 1049 ft.
2. Normal water elevation in front of the wall at EL 1042 ft and a “receding” water level behind the wall at EL 1049 that is “pulled down” by the drain tile and select fill behind the wall.
3. Normal water elevation in front of the wall at EL 1042 ft and saturated behind the wall at EL 1049 due to non-functioning or absent drain tile behind the wall.

The factors of safety presented in the attached Table 2 indicate that the minimum factor of safety for global stability of 1.3 has been satisfied at each cross-section, under each condition described above, with a minimum factor of safety of 2.0 encountered in our analyses. The cross-sections of each analysis are attached. CGC analyzed the wall cross-sections for global stability only. ***Internal stability was not checked in our analyses, and it is our understanding that it will be completed by the wall designer.***

If you have any questions upon review, please contact CGC and forward to others as needed.

Thank You

Alex Bina
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Madison, WI 53713
abina@cgcinc.net
Office (608)288-4100
Cell (715)296-5858
Fax (608)288-7887

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Table 1 - Estimated Soil Properties Used in Global Stability Analysis

Soil Description	Estimated Unit Weight (pcf)	Estimated Friction Angle (degrees)	Estimated Cohesion (psf)
Select Fill (soil behind wall)	130	34	0
Existing fill	120	27	0
Clay strata (downslope)	115	28	50
Sand strata (downslope)	120	30	0

**Table 2 - Calculated Slope Global Stability Factors of Safety
Tree Lane Bike Path
Madison, WI**

Case	Wall Section Analyzed	Borings Analyzed	Total Wall Height (ft)	Exposed Wall Height (ft)	Factor of Safety (minimum)	Notes
1A	8+50	1, 2	6.8	3	2.2	1
1B					2.3	2
1C					2.1	3
2A	8+75	1, 2	5.5	3	2.4	1
2B					2.2	2
2C					2.0	3

Notes:

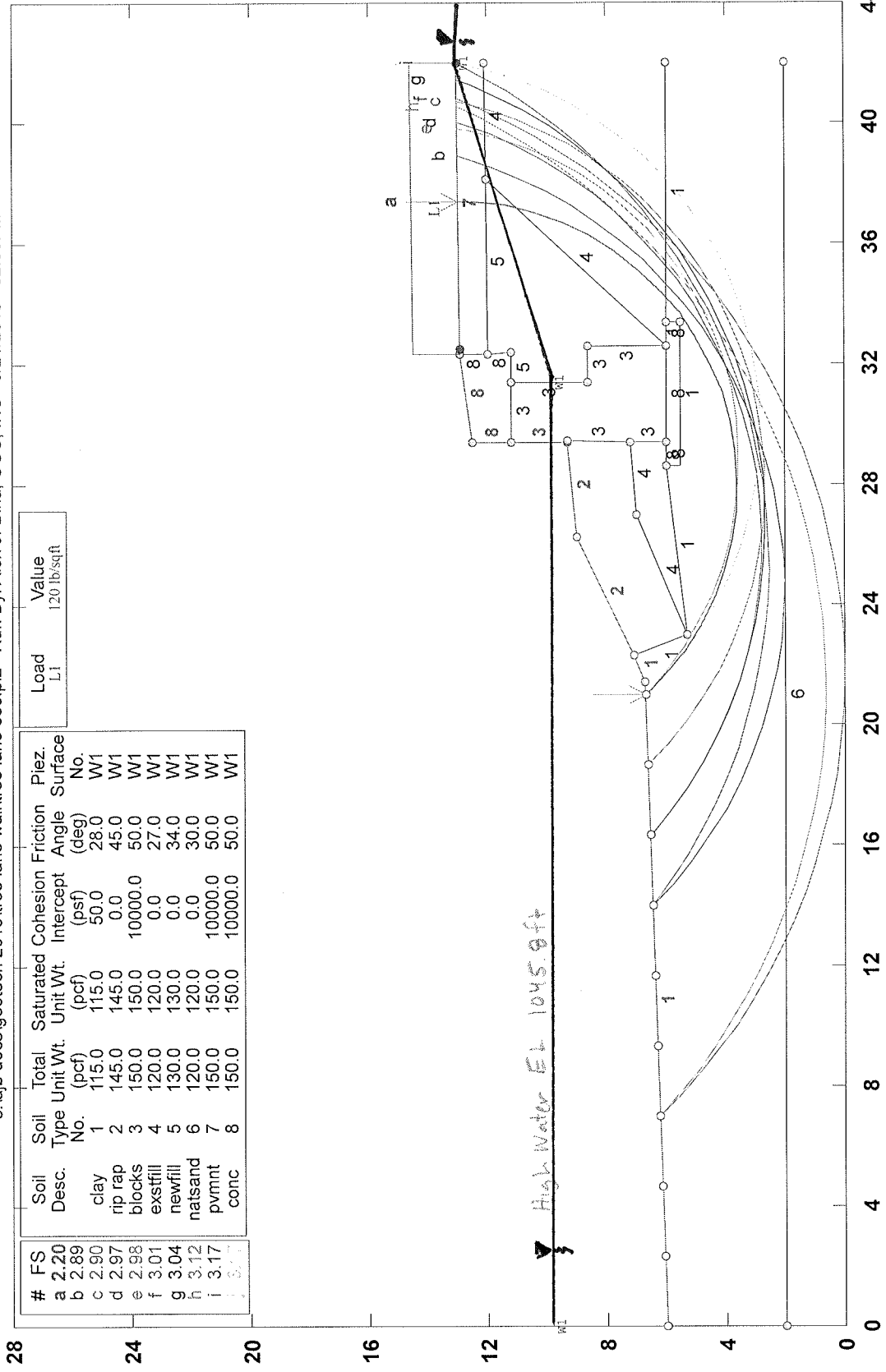
1. High groundwater in front of wall at EL 1045.8 ft and saturated behind wall due to stormwater pond at EL 1049 ft.
2. Normal water elevation in front of wall at EL 1042 ft and "receding" water level behind wall at EL 1049 ft that is "pulled down" by drain tile behind the wall.
3. Normal water elevation in front of wall at EL 1042 ft and saturated behind wall at EL 1049 ft due to non-functioning or absent tile behind the wall.

STA 8+50 - Case 1

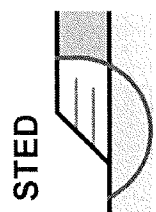
s:\ajb docs\geotech 2015\tree lane wall\tree lane 850.pl2 Run By: Alex J. Bina, CGC, INC 9/21/2015 02:50PM

#	FS	Soil Desc.	Soil Type No.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion (psf)	Friction Angle (deg)	Piez. Surface
a	2.20	clay	1	115.0	115.0	50.0	28.0	W1
b	2.89	rip rap	2	145.0	145.0	0.0	45.0	W1
c	2.90	blocks	3	150.0	150.0	10000.0	50.0	W1
d	2.97	exstfill	4	120.0	120.0	0.0	27.0	W1
e	2.98	newfill	5	130.0	130.0	0.0	34.0	W1
f	3.01	natsand	6	120.0	120.0	0.0	30.0	W1
g	3.04	pvmnt	7	150.0	150.0	10000.0	50.0	W1
h	3.12	conc	8	150.0	150.0	10000.0	50.0	W1
i	3.17							

Load	Value
L1	120 lb/sqft

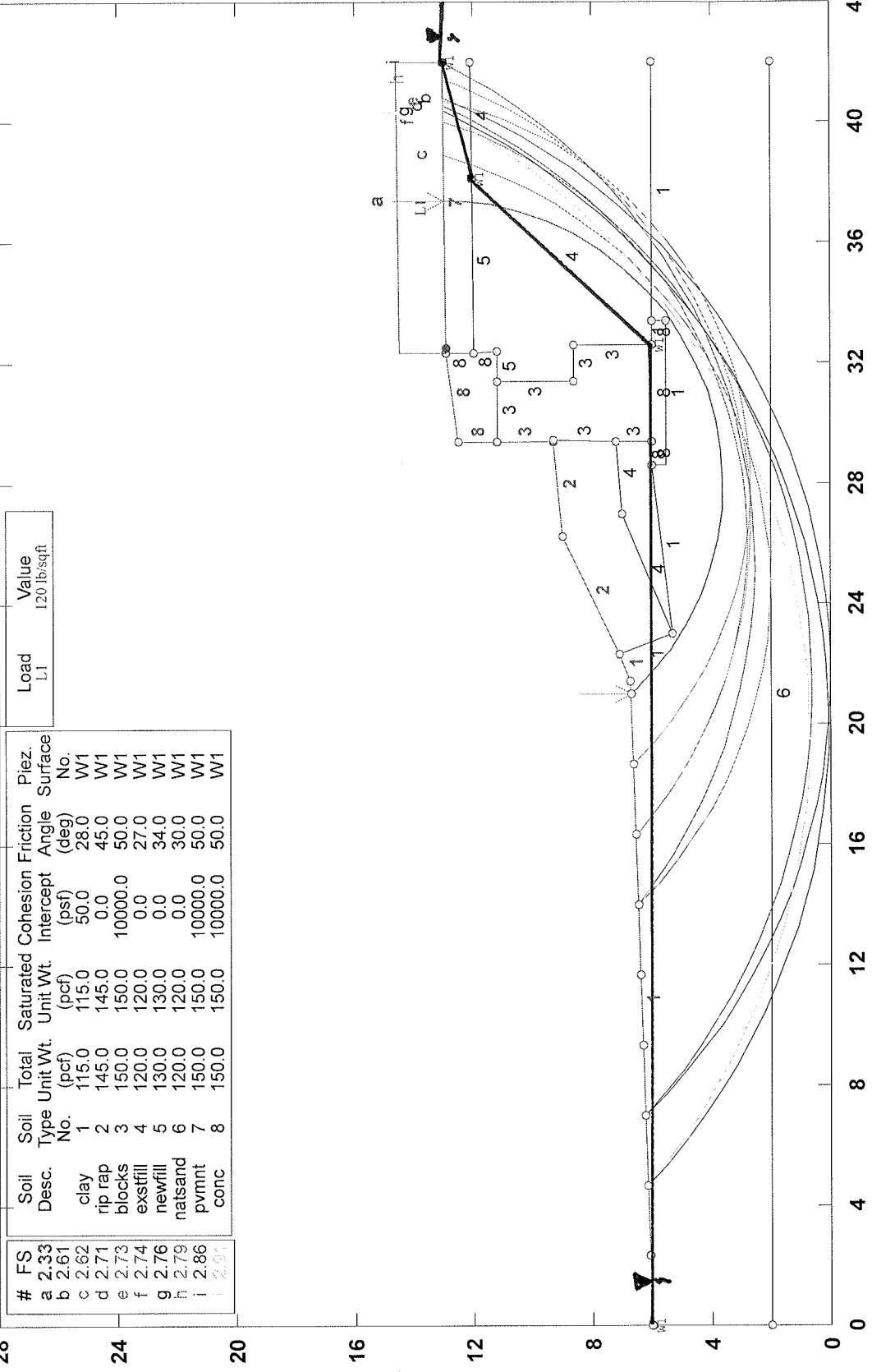


STABL6H FSmin=2.20
Safety Factors Are Calculated By The Modified Bishop Method

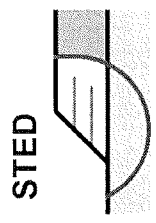


STA 8+50 - Case 2

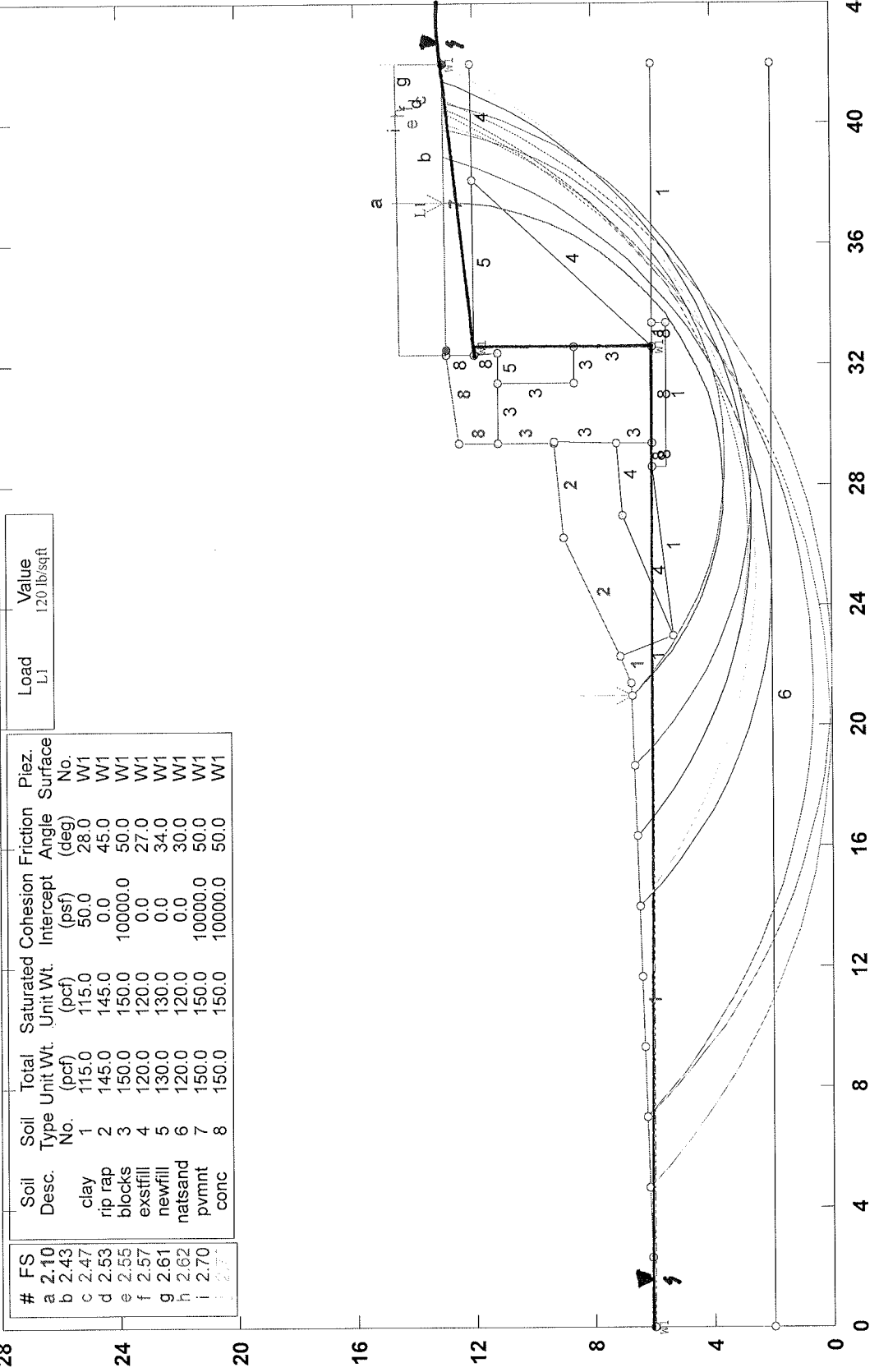
#	FS	Soil Desc.	Soil Type No.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion (psf)	Friction Angle (deg)	Piez. Surface
a	2.33							
b	2.61	clay	1	115.0	115.0	50.0	28.0	W1
c	2.62	rip rap	2	145.0	145.0	0.0	45.0	W1
d	2.71	blocks	3	150.0	150.0	10000.0	50.0	W1
e	2.74	exstfill	4	120.0	120.0	0.0	27.0	W1
f	2.76	newfill	5	130.0	130.0	0.0	34.0	W1
g	2.79	natsand	6	120.0	120.0	0.0	30.0	W1
h	2.86	pvmnt	7	150.0	150.0	10000.0	50.0	W1
i	2.91	conc	8	150.0	150.0	10000.0	50.0	W1



STABL6H FSmin=2.33
Safety Factors Are Calculated By The Modified Bishop Method

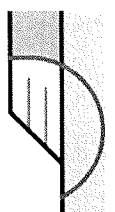


STA 8+50 - Case 3



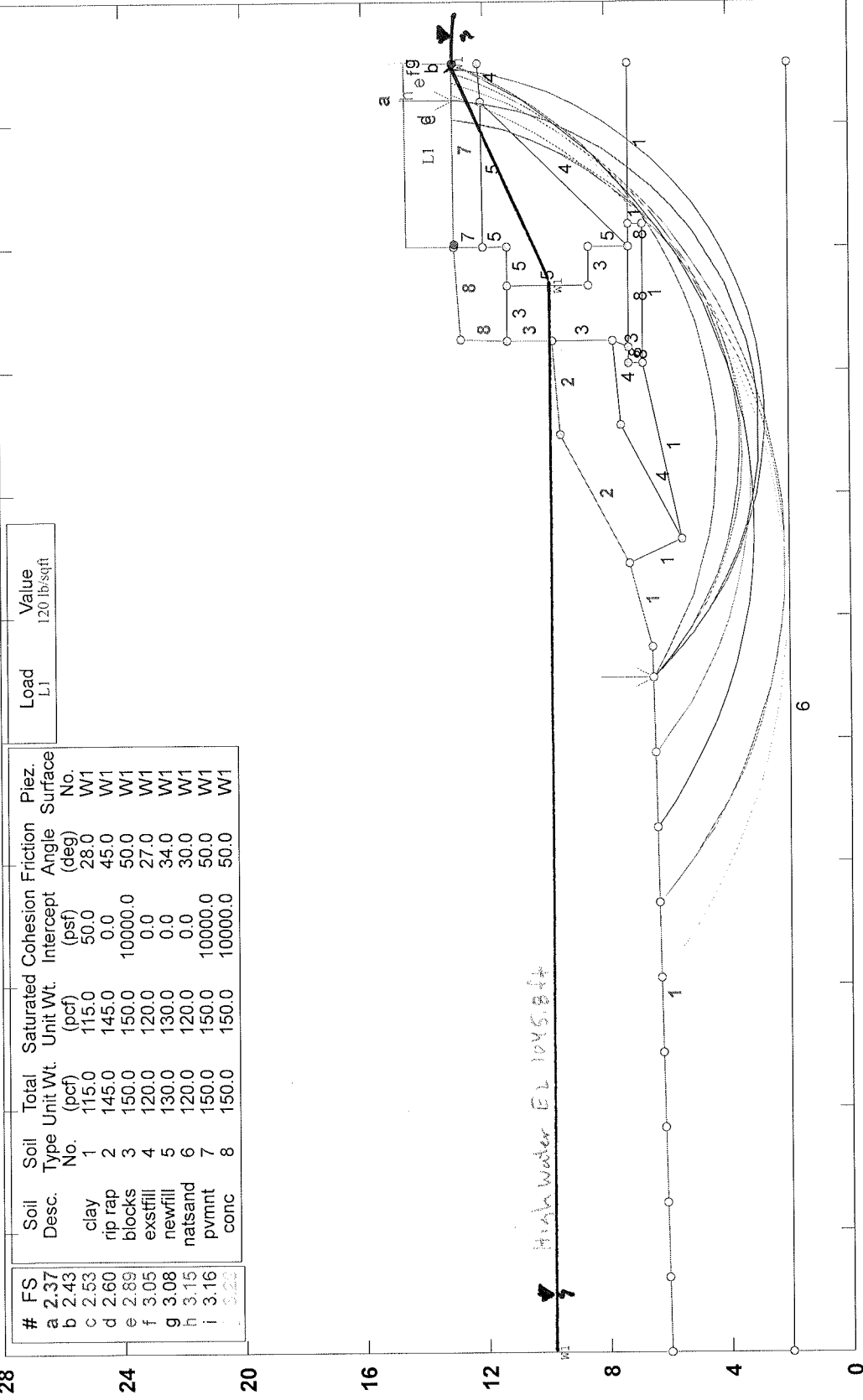
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Safety Factors Are Calculated By The Modified Bishop Method

STED



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STA 8+75 - Case 1



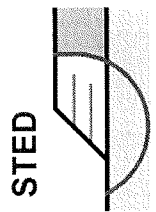
Stormwater
Pool EL
104.9 ft

High Water EL 104.5 ft

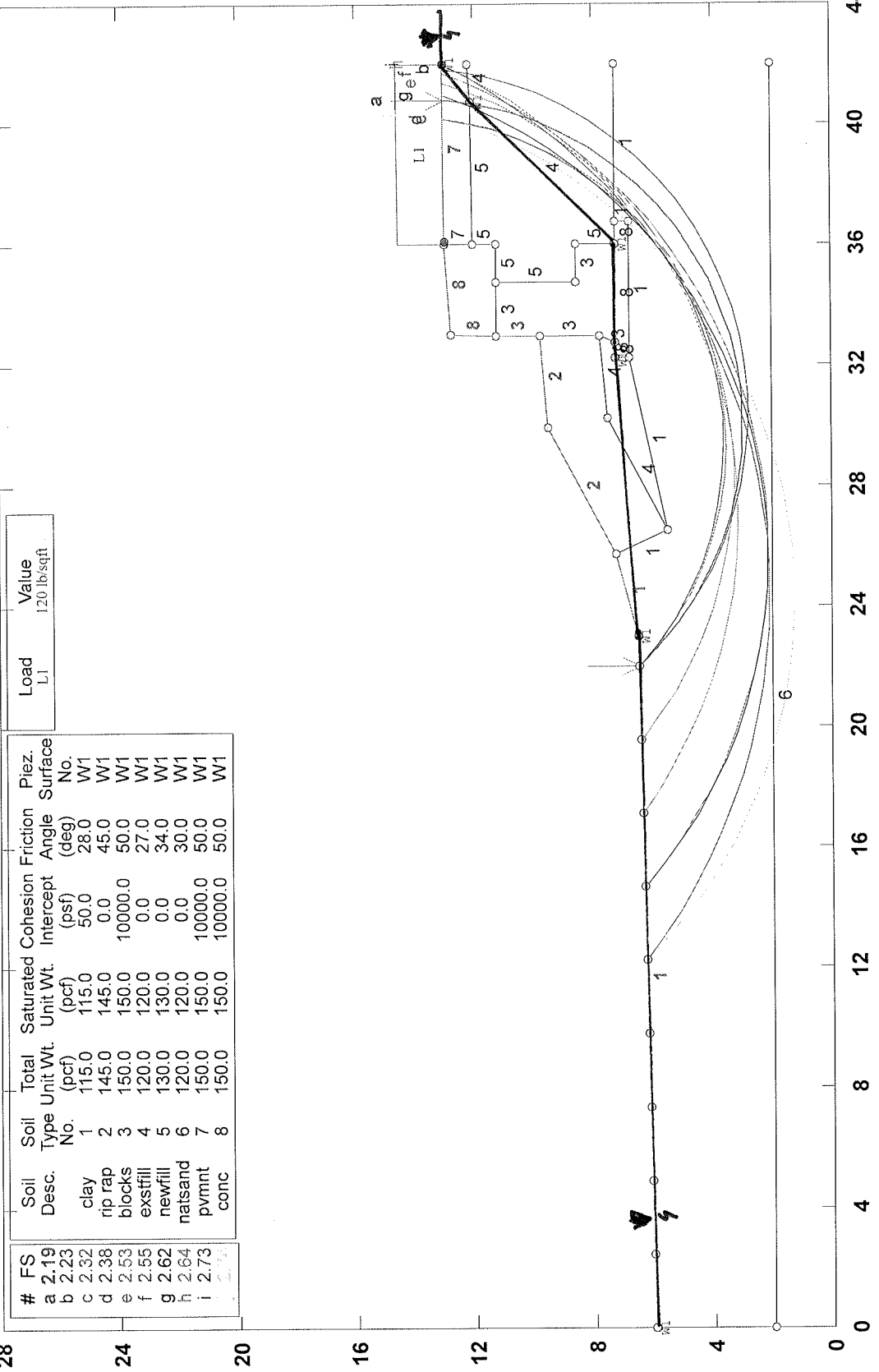
#	FS	Soil Desc.	Soil Type No.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion Intercept (psf)	Friction Angle (deg)	Piez. Surface No.
a	2.37	clay	1	115.0	115.0	50.0	28.0	W1
b	2.43	rip rap	2	145.0	145.0	0.0	45.0	W1
c	2.53	blocks	3	150.0	150.0	10000.0	50.0	W1
d	2.60	exstfill	4	120.0	120.0	0.0	27.0	W1
e	2.89	newfill	5	130.0	130.0	0.0	34.0	W1
f	3.05	natsand	6	120.0	120.0	0.0	30.0	W1
g	3.08	pvmnt	7	150.0	150.0	10000.0	50.0	W1
h	3.15	conc	8	150.0	150.0	10000.0	50.0	W1
i	3.16							
	3.22							

Load	Value
L1	120 lbs/sqft

STABL6H FSmin=2.37
Safety Factors Are Calculated By The Modified Bishop Method



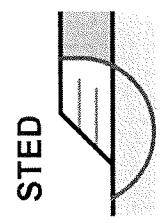
STA 8+75 - Case 2



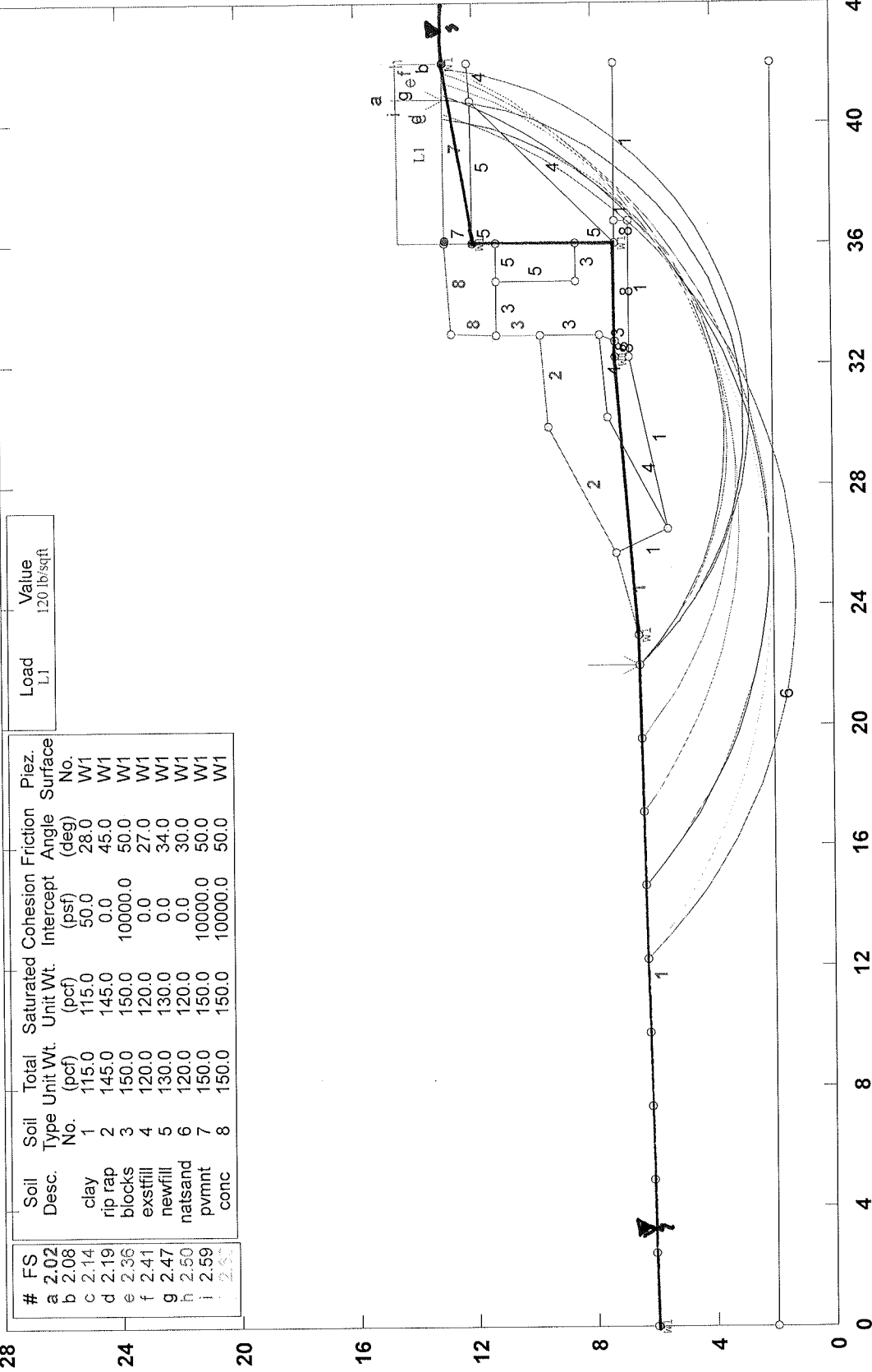
#	FS	Soil Desc.	Soil Type No.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion Intercept (psf)	Friction Angle (deg)	Piez. Surface No.
a	2.19	clay	1	115.0	115.0	50.0	28.0	W1
b	2.23	rip rap	2	145.0	145.0	0.0	45.0	W1
c	2.32	blocks	3	150.0	150.0	10000.0	50.0	W1
d	2.38	exstfill	4	120.0	120.0	0.0	27.0	W1
e	2.53	newfill	5	130.0	130.0	0.0	34.0	W1
f	2.62	natsand	6	120.0	120.0	0.0	30.0	W1
g	2.64	pvmnt	7	150.0	150.0	10000.0	50.0	W1
h	2.73	conc	8	150.0	150.0	10000.0	50.0	W1

Load	Value
L1	120 lb/sqft

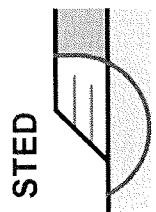
STABL6H FSmin=2.19
Safety Factors Are Calculated By The Modified Bishop Method



STA 8+75 - Case 3
 s:\ajb docs\geotech 2015\tree lane wall\tree lane wall\tree lane 875.pl2 Run By: Alex J. Bina, CGC, INC 9/21/2015 02:37PM



STABL6H FSmin=2.02
 Safety Factors Are Calculated By The Modified Bishop Method



SECTION E: BIDDERS ACKNOWLEDGEMENT

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO. 7236**

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 - 2016 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

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

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING CONTRACT NO. 7236

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

Disclosure of Ownership

<p>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.</p>			
<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(A) The contractor, or a shareholder, officer or partner of the contractor:</p> <p style="margin-left: 20px;">(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.</p> <p style="margin-left: 20px;">(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.</p> <p>(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.</p>			
Other Construction Business			
Not Applicable <input type="checkbox"/>			
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.			
Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

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

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

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO. 7236**

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a “good faith” effort.
- Contractor has been in business less than one year.
- Contractor doesn’t have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a “Documented Depression” as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING CONTRACT NO. 7236

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Sixteen between _____ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING CONTRACT NO. 7236

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

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“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 pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

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

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

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

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

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

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

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

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

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

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

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

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

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

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

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

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

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

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

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

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

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 and DWD prevailing wage requirements are attached hereto as Sec. I of 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, gender identity, 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Affirmative Action Division Manager.

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. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

6. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
7. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

“Background Check” means the process of checking an applicant’s arrest and conviction record, through any means.

b. Requirements. For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant’s arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
CONTRACT NO. 7236**

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

Countersigned:

	Company Name
Witness	Date
Witness	Date
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
 as _____ principal, _____ and

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

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

**ICE AGE JUNCTION PATH – TREE LANE SEGMENT AND EAST-MENDOTA-PHEASANT BRANCH GREENWAY – MINERAL POINT SECTION REGRADING
 CONTRACT NO. 7236**

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

Signed and sealed this _____ day of _____

Countersigned:

 Company Name (Principal)

 Witness

 President Seal

 Secretary

Approved as to form:

 Surety Seal
 Salary Employee Commission

 City Attorney

By _____
 Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number _____ for the year _____, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

 Date

 Agent Signature

SECTION J: PREVAILING WAGE RATES

ISSUE DATE: 1/8/2016

PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MADISON
MADISON CITY, DANE COUNTY, WI
Determination No. 201600001

PROJECT OWNER:

ROBERT F PHILLIPS, INTERIM CITY ENGINEER
CITY OF MADISON - ENGINEERING
210 M L KING JR BLVD, RM 115
MADISON, WI 537033342

REQUESTER:

ROBERT F PHILLIPS, INTERIM CITY ENGINEER
CITY OF MADISON - ENGINEERING
210 M L KING JR BLVD, RM 115
MADISON, WI 537033342

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), Stats., 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
P.O. 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: 01/08/2016
Amended On: 01/28/2016

DETERMINATION NUMBER: 201600001

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON - ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. 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.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 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.	32.86	20.03	52.89
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	33.15	16.40	49.55
108	Drywall Taper or Finisher	29.97	20.08	50.05
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. 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.	35.75	19.97	55.72
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	18.72	5.78	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
112	Fire Sprinkler Fitter	36.78	19.97	56.75
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
116	Ironworker	32.50	20.58	53.08
117	Lather	32.72	16.00	48.72
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	18.67	51.49
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	13.39	45.32
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	44.20	18.26	62.46
129	Plasterer	32.82	18.81	51.63
130	Plumber	38.82	18.02	56.84
132	Refrigeration Mechanic	45.55	18.71	64.26
133	Roofer or Waterproofer	29.65	1.71	31.36
134	Sheet Metal Worker	35.55	24.67	60.22
135	Steamfitter	45.55	18.71	64.26
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	34.97	19.67	54.64
139	Terrazzo Finisher	25.72	18.54	44.26

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.45 on 06/06/2016 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.	32.86	20.03	52.89
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

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	33.69	19.78	53.47
203	Three or More Axle	18.25	21.61	39.86
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.25	21.61	39.86
207	Truck Mechanic	18.25	21.61	39.86

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 \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender.	25.81	15.63	41.44
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper	21.90	9.83	31.73
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96
315	Final Construction Clean-Up Worker	29.01	7.20	36.21

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
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 \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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 \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
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 \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
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.	36.72	21.15	57.87

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.60/hr on 6/3/2016. Premium Increase(s):	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
	Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.			
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 \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	36.42	20.38	56.80
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
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 \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
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 \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	33.82	20.30	54.12
516	Fiber Optic Cable Equipment	29.50	0.68	30.18

SEWER, WATER OR TUNNEL CONSTRUCTION
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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).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	FRINGE BENEFITS MUST BE PAID ON <u>All</u> Hours Worked	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
			\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason		32.82	18.67	51.49
105	Carpenter		32.72	16.00	48.72
107	Cement Finisher Future Increase(s): 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.		35.97	17.85	53.82
109	Electrician		52.00	1.50	53.50
111	Fence Erector		18.72	5.78	24.50
116	Ironworker		32.50	20.58	53.08
118	Line Constructor (Electrical)		40.81	18.06	58.87
125	Pavement Marking Operator		30.00	18.81	48.81
126	Piledriver		33.24	16.00	49.24
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16		39.95	19.45	59.40
135	Steamfitter		44.20	18.26	62.46
137	Teledata Technician or Installer		22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner		32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)		31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.		25.32	16.40	41.72
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY		36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		32.65	15.52	48.17

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	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

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 \$1.25/hr eff. 06/06/2016 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.	27.18	15.64	42.82
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	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. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
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 \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
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 \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
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 \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36
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.	36.72	21.15	57.87
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.	36.72	21.15	57.87

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): 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.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. 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.	35.75	19.97	55.72
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	29.87	18.79	48.66
125	Pavement Marking Operator	31.24	17.30	48.54
126	Piledriver	30.11	21.09	51.20
133	Roofer or Waterproofer	30.40	2.23	32.63
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	17.37	50.02
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

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	36.72	21.15	57.87
203	Three or More Axle 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.	25.78	18.96	44.74
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	30.82	21.85	52.67
205	Pavement Marking Vehicle	23.82	17.72	41.54
206	Shadow or Pilot Vehicle	25.28	18.31	43.59
207	Truck Mechanic	25.28	18.31	43.59

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 \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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).	30.95	15.65	46.60
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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).	30.95	15.65	46.60
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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.	27.30	15.65	42.95

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	38.27	21.85	60.12
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 \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane Wlth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.01	21.85	58.86
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	36.72	21.85	58.57
536	Fiber Optic Cable Equipment.	29.50	0.68	30.18
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	36.72	21.15	57.87
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.	36.72	21.15	57.87

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): 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.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. 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.	35.75	19.97	55.72
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
133	Roofer or Waterproofer	29.65	1.71	31.36
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	18.00	0.00	18.00
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	18.00	0.00	18.00
207	Truck Mechanic	18.00	0.00	18.00

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	26.34	15.17	41.51

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With 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.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.77	21.85	59.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.27	21.85	59.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	29.50	0.68	30.18
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
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.	36.72	21.15	57.87

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.	36.72	21.15	57.87
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**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	36.67	19.78	56.45
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 \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
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.	36.17	19.19	55.36
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 \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	29.50	0.68	30.18

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
101	Acoustic Ceiling Tile Installer	37.41	0.00	37.41
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason	32.82	9.93	42.75
104	Cabinet Installer	20.00	0.46	20.46
105	Carpenter	25.39	5.03	30.42
106	Carpet Layer or Soft Floor Coverer	24.04	4.89	28.93
107	Cement Finisher	23.86	3.43	27.29
108	Drywall Taper or Finisher	27.00	0.00	27.00
109	Electrician	20.00	12.47	32.47
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	19.45	4.70	24.15
112	Fire Sprinkler Fitter	33.00	18.96	51.96
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	17.00	0.00	17.00
115	Insulator (Batt or Blown)	20.00	12.35	32.35
116	Ironworker	24.30	14.25	38.55
117	Lather	25.39	5.03	30.42
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	9.93	42.75
121	Metal Building Erector	13.60	6.57	20.17
123	Overhead Door Installer	18.00	0.00	18.00
124	Painter	26.24	0.00	26.24
125	Pavement Marking Operator	30.00	18.81	48.81

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
129	Plasterer	30.00	9.21	39.21
130	Plumber	30.00	11.56	41.56
132	Refrigeration Mechanic	22.50	9.03	31.53
133	Roofer or Waterproofer	21.00	4.10	25.10
134	Sheet Metal Worker	23.22	5.45	28.67
135	Steamfitter	17.05	0.94	17.99
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	22.50	2.36	24.86
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic	33.67	17.82	51.49
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner	25.00	2.99	27.99
146	Well Driller or Pump Installer	29.00	0.64	29.64
147	Siding Installer	14.00	0.00	14.00

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	16.50	0.50	17.00
203	Three or More Axle	21.53	3.34	24.87
205	Pavement Marking Vehicle	21.53	3.34	24.87
207	Truck Mechanic	21.53	3.34	24.87

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	17.20	9.26	26.46
302	Asbestos Abatement Worker	18.00	3.22	21.22

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper	15.00	4.03	19.03
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, TImbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	34.22	19.55	53.77
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. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37

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

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, **YOU ARE REQUIRED** by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.