

BID OF _____

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ESTHER BEACH PARK PHASE II IMPROVEMENTS

CONTRACT NO. 7806

MUNIS NO.

17140-51-130:54250

17438-51-130:54250

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>

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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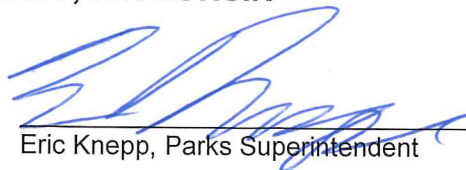
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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EMK: SCL

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:	ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO.:	7806
SBE GOAL	14%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	9/30/2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	9/30/2016
BID SUBMISSION (1:00 P.M.)	10/7/2016
BID OPEN (1:30 P.M.)	10/7/2016
PUBLISHED IN WSJ	9/23/2016 & 9/30/2016

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.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

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 may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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.

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	_____ % x 0.6 = _____ % (discounted to 60%)	
Total Percentage of SBE Utilization:	_____ %.	

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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

ESTHER BEACH PARK PHASE II IMPROVEMENTS CONTRACT NO. 7806

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)(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.

ARTICLE 104: SCOPE OF WORK

This project consists of constructing Phase II Improvements to Esther Beach Park to complete the Esther Beach Park Master Plan. This work will involve reconstruction of the existing parking lot, removal of existing storm utilities, the existing concrete boat ramp, existing asphalt and gravel. It will involve installation of new storm utilities, playground swings, a stepped stone revetment and significant grading.

This work will begin after completion of Phase I improvements. Phase I improvements will begin in fall of 2017 and will include construction of a new restroom building and associated site improvements. It is anticipated that Phase I will be completed by the end of May in 2017.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

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

SECTION 105.12: COOPERATION BY THE CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for

professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract. The Contractor shall note that there is a shallow sanitary sewer located within the project work zone. If the sewer is found to be damaged as a result of the construction work, sewer repair and replacement shall be the responsibility of the Contractor. The City shall televise the sewer before the project begins, and after the project is completed.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

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

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

Protection of these trees shall be paid under BID ITEM 10803 – ROOT CUTTING.

SECTION 107.7: MAINTENANCE OF TRAFFIC

The Contractor shall be required to maintain traffic during all construction operations that will occur in the right of way. The Contractor shall not be allowed to store equipment on Waunona Way. Contractor shall note that the north side of Waunona Way prohibits parking.

All traffic control shall conform to Part VI of the Federal Highways Administration's "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, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd. Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the preconstruction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. 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 an approved 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. Please contact Thomas Mohr at tmohr@cityofmadison.com or (608) 267-1969.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the traffic control plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

SECTION 108.2: PERMITS

The following permits have been applied for and received:

1. Army Corps of Engineers Permit for Work in Public Waters – Non-Reporting Permit
2. WI-DNR Chapter 30 Permit
3. WI-DNR WRAPP Water Resources Application for Project Permit, (formerly known as a Notice of Intent NOI)
4. City of Madison Erosion Control Permit
5. City of Madison Stormwater Management Permit

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
- City of Madison Street Terrace Permit

All permit costs shall be considered incidental to the Mobilization bid item 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.

The Contractor shall be responsible for erosion control inspections as defined in these special provisions.

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

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard

Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

The Contractor shall begin work on Esther Beach Park Phase II Improvements on or before June 1, 2017 and shall be completed by September 15, 2017.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

BID ITEM 10803 - ROOT CUTTING

DESCRIPTION

Work under this item shall include all costs associated root cutting as described in special provision Section 107.13 Tree Protection Specifications.

METHOD OF MEASUREMENT

Root Cutting shall be measured per each individual tree marked NRC on the plan.

BASIS OF PAYMENT

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

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

The Contractor is responsible for restoration of any damage to the site due to construction access.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Work under this item shall include loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor shall be responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available. **Excavation cut has been calculated assuming the Contractor shall remove and dispose the existing 2.5” of asphalt, and shall install crushed aggregate base course over the existing 8” crushed aggregate base course to meet final subgrades for the parking lot. The Contractor may elect to pulverize the existing 2.5” of asphalt to be used as aggregate base course rather than excavate the existing asphalt.**

Removal of the concrete boat launch and removal of the curbing within parking lot shall be incidental to this bid item.

Removal of sand for construction shall be incidental to this bid item.

Removal of the concrete gutter within the right-of-way shall be under BID ITEM – 20322 REMOVE CONCRETE CURB AND GUTTER. Removal of concrete drive apron within the Waunona Road right-of-way shall be under BID ITEM 20323 – REMOVE CONCRETE SIDEWALK AND DRIVE. Removal of concrete sidewalk within the right-of-way shall be under BID ITEM 20323 – REMOVE CONCRETE SIDEWALK AND DRIVE.

Excess excavated material deemed unusable shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Test rolling for undercut determination is required and incidental to this bid item.

The Contractor shall contact the Engineer to proof subgrade prior to installation of fabric over playground subgrade. The Contractor shall contact the Engineer to proof subgrade prior to paving.

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

METHOD OF MEASUREMENT

Excavation Cut shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20109 – FINISH GRADING

DESCRIPTION

Work under this bid item shall include all necessary work, labor and incidentals required to finish grade a portion of the site outside the disturbed limits as shown on plans. This area is anticipated to be rough graded in fall of 2016 by others. It is assumed that the area will be rough graded to within 6" of the final grades. This bid item shall include removing existing vegetation and matting in rough graded areas, and adding or removing topsoil to meet finished grades as shown in the plans.

If existing grades are in excess of 6" of the final grades, the Contractor shall be paid for additional Excavation Cut, Fill and Topsoil through their appropriate bid items.

Existing turf and erosion control mat shall be disposed of offsite by the Contractor at no additional cost to the City. Installation of new erosion control matting shall be paid for under BID ITEM 21061 - EROSION MATTING, CLASS I URBAN TYPE A and BID ITEM 21062 - EROSION MATTING, CLASS I URBAN TYPE B and has been included in the proposal quantities.

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to install Type SAS Non Woven Geotextile Fabric between the proposed subgrade and the playground surfacing and behind the proposed boulder retaining wall.

Geotextile fabric shall have a minimum 4 oz/sy fabric strength.

Overlap and staple pattern shall be in accordance with the manufacturer's recommendations, or as modified or approved in the field to accommodate the underlying play equipment. The Contractor shall provide to the City the manufacturer's recommended staple pattern.

BID ITEM 20201 - FILL

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to import and distribute fill to meet proposed subgrades. Fill shall comply with material described in Article 202 of the Standard Specifications.

The fill quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

Distribution of fill made available through excavation cut shall be incidental to BID ITEM 20101 - EXCAVATION CUT.

It is anticipated that 295.7 cubic yards of subsoil shall be made available through Excavation Cut and 169.5 cubic yards of subsoil shall be imported and distributed through this bid item.

Double handling, stockpiling and placing fill is included in this bid item.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

Work under this item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE and for clear stone backfill per BID ITEM 90005 – STEPPED STONE REVETMENT as shown on the plans. Clear Stone for backfill for the stepped stone revetment shall be 3” clear stone without fines.

It is anticipated the Contractor shall need approximately 83 tons of clear stone for the construction entrance and 45 tons of clear stone backfill for the stepped stone revetment.

BID ITEM 20219 – BREAKER RUN

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to install breaker run in undercut areas per BID ITEM 40321 – UNDERCUT. Quantities of this bid item may be increased, decreased or eliminated as determined by the Engineer after proof rolling pavement subgrade.

BID ITEM 20221 - TOPSOIL

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to place and distribute **six (6) inches** of topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

Stripped topsoil can be stockpiled on site within the construction fence boundary. Stripped topsoil quantities are identified in the Appendix 4.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed in Appendix 4. It is estimate that approximately 257 cubic yards of topsoil shall be made available for topsoil placement through topsoil stripping.

Excess topsoil shall be disposed offsite at a location to be determined by the Contractor at no additional charge to the City.

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

BID ITEM 20230 - HEAVY RIPRAP – GLACIAL STONE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install natural glacial rock field stone. The stone shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks or other structural defects. The stone shall consist of varying sizes and weights. Any stone that has been cracked either by shipping, handling, or placing and does not meet the specified size range shall be removed from the project and replaced. The Engineer shall review and approve stone before the Contractor places it on-site.

The stone to be placed at the toe of the slopes (see Details 7.0 and 7.1) shall have the following dimensions.

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

The stone to be placed along the 3H:1V slope and shall have the following dimensions:

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

Heavy riprap glacial field stone shall be placed a minimum of 10 inches deep. The stone shall be placed on the slope at approximately 3:1. The stone shall be underlain with Type HR Heavy Riprap Fabric. Payment of Heavy Riprap shall be paid for under BID ITEM 20233 – RIPRAP FILTER FABRIC, TYPE HR.

The Contractor may utilize the existing glacial stone located east of the beach and west of the existing storm sewer to be removed. Existing glacial stone to be reused shall meet these special provisions. Existing glacial stone not reused shall be removed and disposed of by the Contractor at no additional expense to the City and is incidental to this bid item. Glacial riprap salvaged from on-site may exceed the size requirements for imported riprap contained in this bid item, as long as the specification is otherwise met. Salvaged riprap shall be used prior to trucking in new material.

METHOD OF MEASUREMENT

Heavy Riprap shall be paid for based on the ton plan quantity as listed in the proposal page without measurement thereof.

The plan quantity was calculated by average end area using the proposed cross sections and reach lengths and assuming a specific gravity of 2.65 for glacial stone and 75% voids.

BASIS OF PAYMENT

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

BID ITEM 20233 – RIPRAP FILTER FABRIC, TYPE HR

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install Type HR Riprap Filter Fabric underneath all proposed heavy riprap and at the proposed stepped stone revetment as shown on the plans. Type HR Riprap Filter Fabric shall be in accordance with Part II of the Standard Specifications for Public Works Construction.

BID ITEM 20303 – SAWCUT BITUMINOUS PAVEMENT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to sawcut bituminous pavement per the City of Madison Standard Specifications for Public Works Construction as required for pavement patch installation per the City of Madison Patching Criteria. Information regarding the City of Madison Patching Criteria can be found at:

<http://www.cityofmadison.com/engineering/patchingCriteria.cfm>

This item shall only be paid if the Engineer determines that the Contractor cannot use the existing pavement edge of Waunona Way to form new Type “A” Curb and Gutter and pavement patching is required.

BID ITEM 20314 – REMOVE PIPE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove pipe as indicated on the plans and the storm schedule. Excavation Cut and Backfill as specified in Section 203.2 (e) of the City of Madison Standard Specifications for Public Works Construction shall be considered incidental to this bid item.

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material on all disturbed areas including areas damaged by construction activities, in accordance with Article 207 of the Standard Specifications. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the site.

Quantities listed in the proposal page includes seeding all areas within the disturbance limits as well as seeding areas identified for finish grading per BID ITEM 20109 – FINISH GRADING with the exception of the raingarden, which shall be seeded with infiltration seed mix per BID ITEM 20704 – INFILTRATION SEEDING.

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions.

BID ITEM 21002 – EROSION CONTROL INSPECTION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to perform and submit weekly and ½” rainfall erosion control inspections per Article 210 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Erosion Control Inspection shall be measured by each completed and approved online inspection submitted to the City of Madison Licenses and Permits portal.

BASIS OF PAYMENT

Erosion Control Inspection shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

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

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 12 inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

150 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

METHOD OF MEASUREMENT

Silt Sock (12 Inch) - Complete shall be measured per linear foot as described above.

BASIS OF PAYMENT

Silt Sock (12 Inch) - Complete shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

BID ITEM 21014.1 – REMOVE CLEAR STONE BERM (DITCH CHECK)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove the existing clear stone berm (ditch check) located in the raingarden that is being constructed by city staff in 2016. Restoration of this area shall be paid for under BID ITEMS 20701 – Terrace Seeding and 20704 – INFILTRATION SEEDING. The Contractor shall be responsible for repairing grading to areas damaged while removing clear stone berm.

METHOD OF MEASUREMENT

Remove Clear Stone Berm (Ditch Check) shall be per each completed removal of the clear stone berm.

BASIS OF PAYMENT

Remove Clear Stone Berm (Ditch Check) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 30201 – TYPE “A” CONCRETE CURB AND GUTTER

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “A” concrete curb and gutter as defined in City of Madison Standard Specifications. The Contractor shall use the existing pavement edge to form the edge of the curb.

If the pavement edge is damaged during curb and gutter construction, the Contractor shall repair the asphalt with a pavement patch as shown on plans and described in these special provisions. The Contractor shall be paid under bid items 20302, 40201, 40211 and 40301 for pavement patching.

BID ITEM 30207 – TYPE “H” CONCRETE CURB AND GUTTER

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “H” concrete curb and gutter as defined in City of Madison Standard Specifications. Installation of mountable curb at the parking lot turn around and pedestrian ramp shall be incidental to this bid item. Hand forming curb shall be incidental to this bid item.

BID ITEM 30341 - BOULDER RETAINING WALL

DESCRIPTION

Work under this item shall consist of all work, materials, labor and incidentals necessary for the Contactor to provide and install a boulder retaining wall in accordance with the lines, dimension, and elevations shown on the plans.

Excavation cut for installation of the boulder retaining wall shall be paid for under BID ITEM 20101 – EXCAVATION CUT. Installation of woven filter fabric shall be paid under BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS.

MATERIALS

Materials furnished under this contract shall conform to the following requirements.

Boulders shall be rounded, natural glacial stones of minimum dimensions not less than 12 inches and maximum dimensions not exceeding 30 inches. Materials shall be clean, sound stone free of fines. No crushed rock, broken concrete or other manufactured materials shall be accepted.

Geotextile Fabric Type HR shall be installed behind the wall to separate fill and topsoil from boulders..

CONSTRUCTION METHODS

Excavation for the wall shall be done with extreme care in the vicinity of trees to be protected. Roots greater than 1 inch in diameter shall be exposed by hand excavation.

The leveling pad shall be compacted with lightweight manually operated compaction equipment to provide a firm base without unnecessarily compacting underlying soils.

The stone units shall be individually placed to the approximate lines and elevations shown on the plans.

The base of the wall boulders (top of leveling pad) shall be a minimum of 6 inches below the proposed finished grade at the face of wall. Fill within 1 foot of back of wall shall be granular material conforming to requirements for Fill. Top six (6) inches of backfill shall be topsoil which shall be graded to the extent possible flush with the top of wall.

Boulders encountered during the cut/fill part of this project can be used as a part of this item. The Contractor shall not be paid extra for hauling any boulders off site.

METHOD OF MEASUREMENT

Boulder Retaining Wall shall be by the square foot quantity of boulder wall as listed in the proposal page as measured from the face of the wall below grade to the top of the wall.

BASIS OF PAYMENT

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

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Crushed Aggregate Base Course Gradation No. 2 for asphalt path and asphalt parking lot

construction. **Crushed Aggregate Base Course shall be used as fill to match proposed parking lot subgrades.**

The Contractor shall contact Dan Rodman at 209-7012 at least 48 hours prior to proof subgrade elevations to verify grades prior to paving.

BID ITEM 40201 – HMA PAVEMENT, TYPE E-0.3

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install HMA Pavement, Type E-0.3 in accordance with the Standard Specifications for Public Works Construction. The Contractor shall install 3" depth asphalt for the proposed path and 3.5" depth asphalt for the proposed parking lot as shown in Sheet 7.4.

An additional 17 tons of HMA Pavement, Type E-0.3 has been included in the proposal quantity for pavement patching. If pavement patching is not necessary, this quantity will be eliminated.

BID ITEM 40211 – TACK COAT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install tack coat in accordance with the City of Madison Standard Specifications for Public Works Construction as required for pavement patch installation per the City of Madison Patching Criteria. Information regarding the City of Madison Patching Criteria can be found at:

<http://www.cityofmadison.com/engineering/patchingCriteria.cfm>

This item shall only be paid if the Engineer determines that the Contractor cannot use the existing pavement edge of Waunona Way to form new Type "A" Curb and Gutter.

BID ITEM 40301 – FULL WIDTH GRINDING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor perform full width grinding in accordance with the City of Madison Standard Specifications for Public Works Construction as required for pavement patch installation per the City of Madison Patching Criteria. Information regarding the City of Madison Patching Criteria can be found at:

<http://www.cityofmadison.com/engineering/patchingCriteria.cfm>

This item shall only be paid if the Engineer determines that the Contractor cannot use the existing pavement edge of Waunona Way to form new Type "A" Curb and Gutter.

BID ITEM 90000 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

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

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

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 90001 – HANES SCOURSTOP TRANSITION MAT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install Hanes ScourStop® Transition Mats or approved equal. Installation of Hanes ScourStop shall adhere and conform to the installation specifications as proved by the manufacturer.

Material for Hanes Scourt Stop Transition Mat or approved equal shall meet the below specifications:

Material shall be manufactured of a semi-rigid HDPE.

Property	Test Method	English	Metric
Mass/Unit Area	ASTM D6566	0.942 lbs/ft2	4.599 kg/m2
Thickness	ASTM D6525	0.463 in	11.735 mm
Wide Width Tensile Strength	ASTM D4595	3,053 lbs/ft	4.139 kN/m
Percent Open Area	Calculated	50%	50%
UV Stability	ASTM D4355	87%	87%
Manning's n	Calculated	0.039	0.039
Culvert Outfall Test Exit Velocity Discharge	Prototype	16 ft/sec	4.877 m/sec
Velocity Day 1 Performance Fully Vegetated	Flume Testing ASTM D6460	19 ft/sec	5.791 m/sec
Shear Day 1 Performance Fully Vegetated	Flume Testing ASTM D6460	13 lbs/sf	63.475 kg/sm

METHOD OF MEASUREMENT

Hanes ScourStop Transition Mat shall be measured per square feet as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 90002 – PARKING LOT STRIPING

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to paint new asphalt parking lot with pavement marking lines as shown on plan. All paint and marking shall conform to Part IV of the latest edition of the City of Madison Standard Specifications for Public Works Construction. Parking space lines shall be painted white, with a width of 4". Disabled parking pavement marking shall be painted white, with a width of 4".

METHOD OF MEASUREMENT

Parking Lot Striping shall be measured lump sum.

BASIS OF PAYMENT

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

BID ITEM 90003 – TRAFFIC AND PARKING LOT SIGNS

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to install a new stop sign and a new disabled parking sign in accordance with the Wisconsin Manual on Uniform Traffic Control Devices and Wisconsin Department of Transportation Signing Guidelines Manual. Stop sign shall be installed at a height of 7'.

METHOD OF MEASUREMENT

Traffic and Parking Lot Signs shall be measured per each individual sign.

BASIS OF PAYMENT

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

BID ITEM 90004 – LAKE CONTROL

DESCRIPTION

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

The Contractor shall be responsible for all work materials and equipment required to comply with WDNR permit conditions to dewater the site. Contractor shall be responsible for compliance with all laws and for obtaining required permits that may be required depending on the selected method of construction, including WDNR permits. Contractor shall be responsible for performing discharge sampling and reporting if required by WDNR, and for complying with the discharge limit for total suspended solids specified by any permits.

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

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

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

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

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

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

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

Note that lake level data is reported in feet above NGVD 29 datum. The approximate conversion to the project datum (NAVD88-pre 2007) from NGVD 29 is as follows.

NGVD 29 – 0.2 feet = NAVD88-pre 2007

The Contractor shall be responsible for control of the expected lake backwater while accommodating runoff through the site during construction. If the Contractor wishes to pursue placement of any structures on the bed of the lake beyond what it shown on the plans, the Contractor shall be responsible for obtaining all necessary permits for that work and compliance with all conditions of those permits. All work, materials, labor and incidentals necessary to control lake backwater, and any necessary work to comply with any necessary permits are included in this bid item.

METHOD OF MEASUREMENT

Lake Control shall be measured as a single lump sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

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

BID ITEM 90005 – STEPPED STONE REVETMENT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install a 20 linear feet stepped stone revetment as shown on the drawings.

Cut dolomitic limestone for the stepped stone revetment shall be provided by the City of Madison and made available to the Contractor at the City's stone storage location located on the east side of Madison. The Contractor shall be responsible for selecting stone and determining layout for the stepped stone revetment for approval by the Engineer. The Contractor shall provide equipment and labor for loading, off loading and trucking stone as needed.

The stepped stone revetment shall be stacked with 5 cut dolomitic limestone steps as shown on the plans.

Any stone that is damaged during transport shall be replaced by the Contractor.

The Contractor shall contact the Parks Surveyor throughout installation to verify that limestone is installed at the correct horizontal and vertical location.

Excavation Cut, 3" Clear Stone, Type HR Riprap Filter Fabric, Topsoil, and Terrace Seeding shall be paid separately under their respective bid items.

CONSTRUCTION METHODS

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

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

QUALITY CONTROL

1. General

- a. Materials which have been delivered to the project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the project site at the Contractor's expense. Any damages to approved stone prior to substantial completion, due to Contractor or subcontractor operations, wave activity, or otherwise, shall be repaired by the Contractor at no additional cost to the Owner.
- b. The initial stepped stone revetment section shall be considered as a test section. The purpose of the test sections shall be to establish an in-the-field standard, built in accordance with the requirements of the contract documents, to which the remainder of the stepped stone revetment shall be constructed. The Contractor shall make whatever modifications are necessary to placement procedures such that this standard shall be achieved consistently during construction of the remainder of the revetment.

2. Execution

- a. The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.
- b. The Contractor shall make every effort to place the stone to the lines, grades and course thicknesses shown on the drawings.
- c. The Contractor's equipment and methods for handling each classification of stone shall be such that all placement requirements of this section are satisfied.

3. Approval

- a. The Contractor shall be required to rework deficient portions of the test section to meet these requirements. If during construction of the test section, it becomes evident that the Contractor cannot achieve the required neat lines and course thicknesses due to the type of stone being used, modifications to the section shall be made. Upon approval, the test section can be incorporated into the remaining work such that removal shall not be necessary.

4. Modifications

- a. The Contractor shall make any necessary modifications to placement equipment and procedures to achieve the specified in-place requirements.

C. Delivery, Storage and Handling

1. General

- a. The Contractor shall exercise care in the transportation of all stone materials to prevent cracking, splitting, spalling, etc., that would otherwise lead to rejection at the job site.
- b. The Contractor shall handle and store bedding stone material to ensure that stockpiles are not contaminated with other soils and materials, and to limit the segregation of material sizes.

METHOD OF MEASUREMENT

Stepped Stone Revetment shall be measured lump sum.

BASIS OF PAYMENT

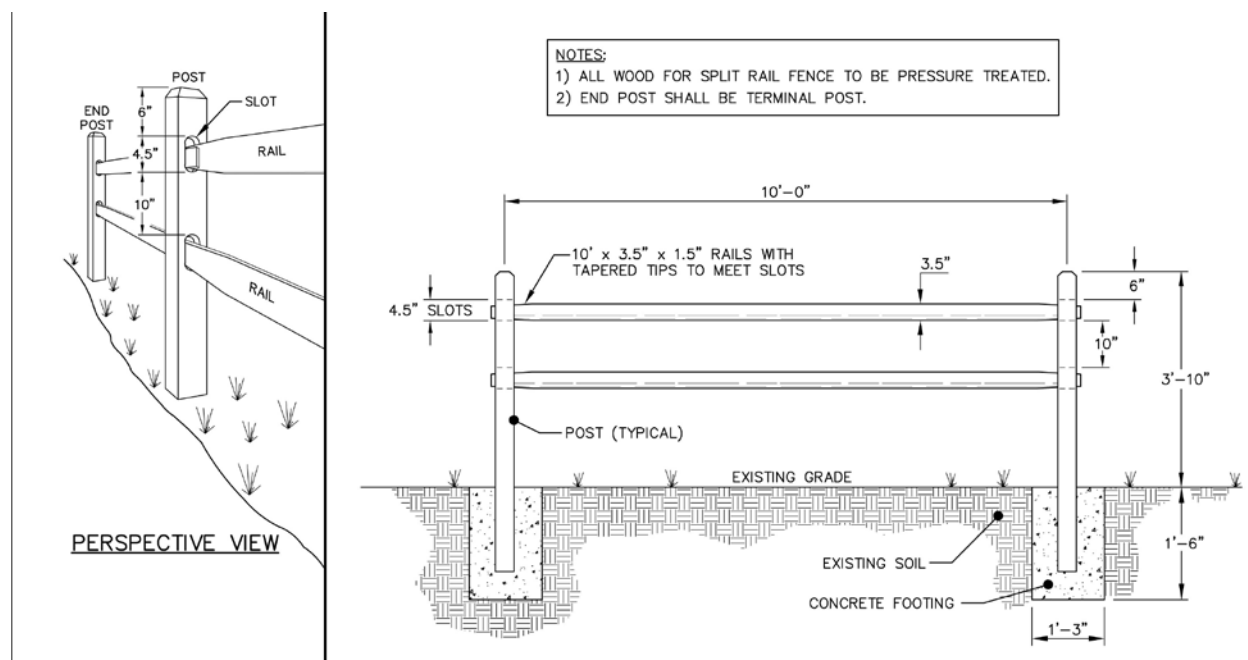
Stepped Stone Revetment shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90006 – SPLIT RAIL FENCE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install a split rail fence as identified in this special provision at the locations shown on plans. Prior to installation of the split rail fence, the Contractor shall mark the location in the field for approval by the Engineer.

Removal of existing fence shall be paid for under BID ITEM 20326 – Remove Fence. All concrete for footings is considered incidental to this bid item.



METHOD OF MEASUREMENT

Split Rail Fence shall be measured by the linear foot as listed in the proposal page.

BASIS OF PAYMENT

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

BID ITEM 90007 – REMOVE CONCRETE FLUME & ENDWALL

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to remove the existing concrete flume and endwall as shown in the plans. The existing concrete endwall is 5 ft wide x 3.3 ft high (above invert) x .67 ft wall thickness. The existing concrete flume is 4' wide x 11.5' long x .4' depth.

METHOD OF MEASUREMENT

Remove Concrete Flume & Endwall shall be measured lump sum.

BASIS OF PAYMENT

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

BID ITEM 90008 – REGRADE SAND

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required for the Contractor to regrade the sand beach area to the proposed grades as shown on the plan. Additional sand needed to be imported shall be incidental to this bid item. Excess excavated sand deemed unusable shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

METHOD OF MEASUREMENT

Regrade Sand shall be measured lump sum.

BASIS OF PAYMENT

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

BID ITEM 90009 - PLAYGROUND SWINGS INSTALLATION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install the playground swings as shown on the plans. The playground swings shall be purchased by the City of Madison and ordered for delivery from the play equipment vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. The Contractor is responsible for storing all equipment, securing all deliveries and insuring the completeness of the playground equipment order, including inspection for damage prior to installation. Original packing slips from each shipment shall be provided to the Engineer.

Playground equipment concrete footing installation, materials and excavation are incidental to this bid item.

The Contractor shall contact the Engineer within three (3) working days of receipt of the playground equipment to confirm equipment matches what was specified.

The Contractor shall contact the City of Madison Playground Construction Inspector both prior to installation to coordinate exact date for playground installation and after installation is complete to verify correct layout.

All installation of equipment shall adhere and conform to the installation specifications as provided by the playground manufacturer, and shall be further inspected by the City of Madison Playground Construction Inspector and manufacturer following installation. The Contractor is required to make any necessary adjustments to the play equipment installation determined by the City of Madison Playground Construction Inspector to rectify incorrect installation. Actual layout of play system and components to be installed shall comply with that shown in the plans and be confirmed in the field the City of Madison Playground Construction Inspector and Dan Rodman (209-7012), the City of Madison Parks Surveyor. Please allow 48 hours to schedule.

The Contractor shall contact the City of Madison Parks Surveyor throughout installation to verify that playground equipment is installed at the correct horizontal layout and vertical elevations with respect to the proposed playground surfacing elevation identified on the plans.

The playground shall be installed to the correct elevations as specified by the playground manufacturer and installation specifications to meet required elevations based on the finished playground surfacing elevations as shown on the plans

See Appendix 3 for the manufacturers' playground swings instructions.

METHOD OF MEASUREMENT

Playground Swings Installation shall be measured by lump sum.

BASIS OF PAYMENT

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

BID ITEM 90010 - PLAYGROUND TIMBERS

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install playground timbers around the proposed playground swings as shown on the plans. Playground timbers shall be purchased by the City of Madison and ordered for delivery from the vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. The Contractor is responsible for storing and securing all deliveries and insuring the completeness of the playground timber order prior to installation. Original packing slips from each shipment shall be provided to the Engineer.

All installation of equipment shall adhere and conform to the installation specifications as provided by the playground timber manufacturer, and shall be further inspected by the Playground Construction Inspector following installation. Actual layout of playground timbers shall comply with the dimensions shown on the plans and be confirmed in the field by the Playground Construction Inspector. The playground timbers shall be installed at the correct elevations as specified on the plans. The Contractor shall field confirm playground timber placement does not encroach upon the play equipment fall zones as shown in the attached plans.

The Contractor shall contact the Parks Surveyor throughout installation to verify that playground timbers are installed at the correct horizontal and vertical location.

METHOD OF MEASUREMENT

Playground Timbers shall be measured per each playground timber as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 90011 – PLAYGROUND SURFACING - WOOD MULCH

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to load, transport and distribute wood mulch playground surfacing.

All playground surfacing wood mulch shall be provided by the City of Madison. The playground surfacing wood fiber mulch shall be available at the City of Madison Transfer Station, 121 E. Olin Ave. The transfer station's hours of operation are 7:30 am to 2:30 pm, Monday thru Friday, excluding City holidays. The Contractor shall contact Bill Durkin at the City of Madison Streets Department (phone: 608-266-4911) a minimum of seven (7) working days prior to any anticipated dates of the playground surfacing wood fiber mulch pick up. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed.

The playground surfacing shall be installed to the finished elevations as indicated on the plans. Minimum installed depth of wood fiber mulch is twelve (12) inches.

Double handling, stockpiling and placing wood mulch shall be incidental to this bid item.

METHOD OF MEASUREMENT

Playground Surfacing Wood Mulch shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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

ESTHER BEACH PARK PHASE II IMPROVEMENTS CONTRACT NO. 7806

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)

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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:

ESTHER BEACH PARK PHASE II IMPROVEMENTS CONTRACT NO. 7806

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:

ESTHER BEACH PARK PHASE II IMPROVEMENTS CONTRACT NO. 7806

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.

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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	
_____	Date	_____	Date
Witness		President	
_____	Date	_____	Date
Witness		Secretary	

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_____			
_____		_____	Date
Witness		Mayor	
_____		_____	Date
Witness		City Clerk	

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:

**ESTHER BEACH PARK PHASE II IMPROVEMENTS
CONTRACT NO. 7806**

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:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyman'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/prevaling-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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.30/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/Page/s/doing-bus/civil-rights/labornwage/prevailing-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://wisconsin.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.

Appendix 1: Permits

The following permits are included in Appendix 1:

- 1. United States Department of Defense Department of the Army GP-04-WI Permit for Maintenance Bank Stabilization and Outfall Structures**
- 2. State of Wisconsin Department of Natural Resources Miscellaneous Structure Permit**
- 3. State of Wisconsin Department of Natural Resources WPDES General Permit No. WI-S067831-04**
- 4. City of Madison Stormwater Management Permit**
- 5. City of Madison Engineering Erosion Control Permit**



US Army Corps
of Engineers
St Paul District

Public Notice

ISSUED: 9-January-2013

EXPIRES: 31-December-2017

AUTHORITIES:

Section 404, Clean Water Act

Section 10, Rivers and Harbors Act

REFER TO: GP-004-WI (2012-01421-DJM)

ISSUANCE OF REGIONAL GENERAL PERMIT GP-004-WI IN THE STATE OF WISCONSIN EXCEPT WITHIN THE EXTERIOR BOUNDARIES OF INDIAN RESERVATIONS

I. PURPOSE OF THIS PUBLIC NOTICE. The purpose of this public notice is to announce the issuance of a general permit, GP-004-WI, for the state of Wisconsin (attached).

II. BACKGROUND. The Corps is issuing GP-004-WI to replace and update the transportation coverage under Section 404 of the Clean Water Act (Section 404) and Section 10 of the Rivers and Harbors Act (Section 10) afforded by GP-001-WI.

GP-001-WI is currently suspended and slated for revocation. GP-001-WI has reporting categories which may be used to authorize the following types of non-transportation projects: activities exempt from state statute under Chapter 30, and other projects authorized under Chapter 30/31 that impact less than 0.5 acre of waters of the United States.

Projects currently authorized by GP-001-WI that do not fit GP-004-WI (transportation projects) may be eligible for GP-003-WI. The suspension of GP-001-WI and issuance of GP-003-WI are addressed in two separate public notices.

The general categories of GP-004-WI are summarized below. Please note that some of the categories represent a change from the draft GP-004-WI publicly noticed on July 2, 2012. These changes between draft and final GP-004-WI have been implemented in part based on public comments received.

Non-reporting section: The following seven categories of activities are eligible for authorization without any requirement to apply to or contact the District, provided that all terms and conditions of GP-004-WI are met. Individual review of non-reporting activities authorized by GP-004-WI would not normally be performed, except when an applicant requests verification that an activity complies with the conditions of GP-004-WI.

- a. *Maintenance of Structures & Discharges:* The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, provided that the activity does not affect more than ½ acre of waters of the United States nor more than 250 linear feet (in sum) of watercourse. Temporary impacts necessary to conduct the maintenance activity are also authorized, provided the thresholds described above are not exceeded.

- b. *Maintenance Dredging*: Excavation and removal of accumulated sediment to upland areas for maintenance of existing marina basins and boat slips, and access channels to marinas or boat slips to previously authorized depths or controlling depth for ingress or egress (whichever is less). This category also authorizes up to 5,000 square feet of temporary structures, fills, and work necessary to conduct the maintenance dredging.
- c. *Piers, Docks, Wharves, Boat Shelters, and Pilings*: Impacts associated with the placement or construction of these projects provided the free movement of water is not impeded and sediment is not trapped. Piers, docks, and wharves may not extend further than 40 feet, into a federal navigational channel, or be constructed in a manner to result in the mooring of vessels within a federal navigational channel.
- d. *Bank Stabilization*: Work proposed to provide bank stabilization provided the project does not impact wetlands, impacts less than 500 linear feet of shoreline, and any discharge does not exceed an average of one cubic yard per running foot below the plane of the ordinary high water mark. Temporary impacts are also authorized provided they do not exceed 4,000 square feet of impact.
- e. *Outfall Structures*: The construction of outfall structures and associated intakes where the effluent is authorized, exempted, or otherwise in compliance with Section 402 of the Clean Water Act.
- f. *Activities in Previously Filled Areas of Navigable Waters*: Activities in areas of navigable waters of the United States that were filled post-enactment of Section 10, provided that the work does not affect the course, location, or condition of the waterbody in such a manner as to impact its navigable capacity. The work authorized shall not extend or expand the footprint of the previously authorized work or structure under, over, or in any areas of navigable water.
- g. *Oil Spill/Hazardous Substances Containment/Cleanup*: Activities conducted in response to a discharge or release of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR part 300) including containment, cleanup, and mitigation efforts.

Reporting activities: the following five activities are eligible for authorization by the reporting GP-004-WI. These GP's require notification to, and written confirmation from, the District prior to commencing work in waters of the U.S.

- a. *Structures*: Activities that include temporary, seasonal, or permanent placement of structures are eligible, provided the activity does not: incorporate a discharge regulated under Section 404; does not impact greater than 10,000 square feet of waters of the United States; and is limited to no more than 500 linear feet of waterway impact (in sum).
- b. *Dredging*: Removal of material (to be placed in uplands) from up to 0.5 acre below the ordinary high water mark or the mean high water mark of waters of the United States. No wetland impacts (direct or secondary) are authorized, with the exception to allow

dredging of previously dredged wetlands below the ordinary (mean) water mark that are subject to regulation under Section 10.

- c. *Discharges of Dredged or Fill Material:* Minor discharges of dredged or fill material (including structural discharges) into all waters of the United States, provided the activity does not impact greater than 10,000 square feet of waters of the United States and the discharge is not placed for the purpose of stream channelization or diversion.
- d. *Beach Nourishment:* Work (including temporary impacts) associated with the placement of sand or pea gravel in waters of the United States. This category may not be used to impact greater than 0.5 acre of waters of the United States, and no sand or pea gravel may be placed in wetlands above the ordinary high water mark.
- e. *Temporary Construction, Access, and Dewatering:* Temporary structures and discharges, including cofferdams needed for construction activities or access fills or dewatering of construction sites. Notification to the District must demonstrate reasonable measures to avoid and minimized impacts to waters of the U.S. including a restoration plan.

III. ADDITIONAL INFORMATION. GP-004-WI is issued according to the provisions of Section 404 of the Clean Water Act, includes consideration of the public interest (33 CFR 320), the guidelines set forth under Section 404(b)(1) of the Clean Water Act (40 CFR 230), and Section 10 of the Rivers and Harbors Act.

GP-004-WI does not affect any existing or future Department of the Army Section 10 of the Rivers and Harbors Act NWP, or any other regional GPs in Wisconsin.

GP-004-WI may be viewed on the District Internet web site at:

<http://www.mvp.usace.army.mil/regulatory> under the "General Permits and Letters of Permission Procedures" section.

Questions may be directed to Mrs. Rebecca Graser in our Waukesha office at (262) 717-9531, extension 3. Inquiries may also be submitted through the website or mailed to: Regulatory Branch, St. Paul District, Corps of Engineers, 180 Fifth Street East, St. Paul, Minnesota, 55101.

FOR THE DISTRICT ENGINEER:

Tamara E. Cameron
Chief, Regulatory

DEPARTMENT OF THE ARMY PERMIT

Permittee: The General Public in Wisconsin
Permit No. GP-004-WI
Issuing Office: St. Paul District, United States Army Corps of Engineers
Issuance Date: January 9, 2013
Expiration Date: December 31, 2017

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate St. Paul District Corps of Engineers.

GENERAL PERMIT AUTHORIZATIONS: The general public in the state of Wisconsin is authorized to perform work in accordance with the terms and conditions of the general permit (GP) categories specified below. In addition, some GP authorizations may be subject to project-specific special conditions that will be specified in the St. Paul District's letter of confirmation. Refer to the appropriate sections of this permit for a description of GP eligible activities, conditions, limitations, exclusions and application/notification and instructions.

PROJECT DESCRIPTION AND LOCATION: GP-004-WI applies to certain activities in waters of the United States, including wetlands, as described herein, in the state of Wisconsin except within the exterior boundaries of federally recognized Indian Reservations. In general, GP-004-WI may be used for activities whose purposes include maintenance, dredging, bank stabilization, hazardous substances containment/cleanup, structures, beach nourishment, temporary construction, and discharges of dredged and fill material in waters of the United States (see GP categories 2.a and 3.a). Unless otherwise noted, GP-004-WI may be used to authorize these activities pursuant to the following authorities:

Section 404 of the Clean Water Act (33 U.S.C. 1344): for discharges of dredged or fill material into waters of the United States; and

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403): for work and structures that are located in, under or over any navigable water of the United States that affect the course, location, condition, or capacity of such waters, or the excavating from or depositing of material in such waters.


Further Information:

1. Bridges over navigable waters of the United States also require authorization from the United States Coast Guard pursuant to Section 9 of the Rivers and Harbors Act of 1899.
2. Limits of the GP-004-WI Authorization:
 - (a) This GP does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - (b) This GP does not grant any property rights or exclusive privileges.
 - (c) This GP does not authorize any injury to the property or rights of others.

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- (d) This GP does not authorize interference with any existing or proposed federal project.
3. In authorizing work using GP-004-WI, the Federal Government does not assume any liability, including damages to, or due to, the following:
- (a) The permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - (b) 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) 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) Claims associated with any future modification, suspension, or revocation of this permit.
4. The determination by this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the applicant.
5. This office may reevaluate its decision on an authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- (a) The applicant fails to comply with the terms and conditions of this general permit.
 - (b) The information provided by the applicant proves to have been false, misleading, incomplete, or inaccurate.
 - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.
- A reevaluation may result in a determination 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 enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.
6. This office may also reevaluate its decision to issue GP-004-WI at any time the circumstances warrant. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.

This general permit becomes effective when the federal official, designated to act for the Secretary of the Army, has signed below.


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

09 Jan 2013
Date

GP-004-WI PROVISIONS AND ACTIVITIES

This document describes the Section 404 Clean Water Act (Section 404) and Section 10 Rivers and Harbors Act of 1899 (Section 10) general permit conditions, activities, and authorization procedures implemented by the St. Paul District Corps of Engineers (Corps) in GP-004-WI.

Persons proposing to do work should note that, in ALL cases, GP-004-WI requires that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable.

1. GP-004-WI PROVISIONS

a. GP-004-WI DEFINITIONS:

1. Calculation of Aquatic Impact Thresholds: Impacts shall be calculated using the units of measure specified in each permitting category (i.e. area, linear footage, and/or volume) of waters of the United States temporarily and permanently occupied by a structure, plus the area (or other measure as required by the category) of waters of the United States temporarily and permanently filled, excavated, inundated, or drained (unless otherwise indicated). Waters of the United States converted to another wetland cover type may be considered a permanent impact. Activities must meet all limitations contained in a permit category (for example: linear and area threshold limits).
2. Compensatory Mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or, in certain circumstances, preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization measures have been incorporated into the project.
3. Currently Serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.
4. Discharge: The term discharge (as defined in 33 CFR 323.2) means any discharge of dredged or fill material in waters of the United States.
5. Fill Material: Fill material (as defined in 33 CFR 323.2) means material placed in waters of the United States where the material has the effect of:
 - (a) Replacing any portion of a water of the United States with dry land; or
 - (b) Changing the bottom elevation of any portion of a water of the United States.Examples of fill material include, but are not limited to: rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mining or other excavation activities, and materials used to create any structure or infrastructure in the waters of the United States. The term fill material does not include trash or garbage.
6. Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP) maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and

cultural importance to an Indian tribe or Native Hawaiian organization that also meet the National Register criteria (36 CFR 60).

7. Independent Utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single, complete projects with independent utility.

8. Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

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

10. Single and Complete Project: The sum of waters of the United States proposed to be impacted by the project proponent. For "phased" developments, each phase may constitute a single and complete project if it has independent utility.

11. Structural Discharge: Discharges of material such as concrete, sand, rock, etc. into tightly sealed forms or cells where the material will be used as a structural member such as a utility pole, bridge support, ramp surface, or retaining wall.

13. Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

b. GP-004-WI GENERAL CONDITIONS (applicable to all GP-004-WI authorizations):

1. Duration of Authorization. GP-004-WI expires on December 31, 2017 (unless suspended, revoked or modified). Unless otherwise specified in the Corps confirmation letter, the time limit for completing work authorized by GP-004-WI ends upon the expiration, suspension, or revocation date of this GP-004-WI (2012-01421-DJM). Activities authorized under the non-reporting categories of GP-004-WI where construction has commenced or are under contract to commence construction, will remain authorized provided the activity is completed within 12 months of the date of the GP-004-WI expiration, suspension, or revocation; whichever is sooner. If you find that you require additional time to complete activities authorized, submit your time extension request to this office for consideration at least three months before the expiration date is reached.

2. Special Conditions. The Corps may impose additional conditions on a project authorized pursuant to the reporting categories of GP-004-WI that are determined necessary to avoid or minimize adverse effects on navigation or the environment to ensure that the project is in the public interest. Such conditions will be

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specifically identified in any Corps confirmation letter. Failure to comply with all conditions and limitations of the authorization, including special conditions incorporated into the Corps' confirmation letter, constitutes a permit violation and may subject the permittee to criminal, civil or administrative penalties, and appropriate environmental remediation (which could include restoration of the site to its pre-violation condition).

3. Maintenance and Transfer. You must maintain the activity authorized by GP-004-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party. Should you wish to cease to maintain an activity authorized by a reporting category of GP-004-WI, or abandon it without a good faith transfer; you must obtain a modification of the authorization from this office, which may require restoration of the area. If you wish to transfer responsibility for completion or maintenance of the project to another entity, please contact this office so we may document the transfer of the authorization. You are not relieved of your responsibilities under this permit until the transfer has been processed and acknowledged by the Corps of Engineers.

4. Historic Properties, Cultural Resources. Project proponents for reporting GP-004-WI categories shall notify the Corps if any historic properties listed, determined eligible, or which the project proponent has reason to believe may be eligible for listing on the NRHP, might be affected or is in the vicinity of the project. Information concerning the location and existence of cultural resources may be obtained by contacting the State Historic Preservation Officer (SHPO) at (608) 264-6505, the NRHP, and the appropriate tribal government.

(a) No activity which may affect historic properties listed, or eligible for listing, on the NRHP is authorized, until the Corps has complied with the provisions of 33 CFR 325, Appendix C.

(b) If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the Corps, SHPO and/or Tribal Historic Preservation Office (THPO) must be contacted for further instruction. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-004-WI, you must immediately stop work and notify this office of what you have found. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the NRHP.

5. Site Access. You must allow representatives from this office to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being, or has been, constructed and maintained in accordance with the terms and conditions of GP-004-WI.

6. Navigation. The following conditions are part of all Corps of Engineers permits that provide authorization under Section 10 of the Rivers and Harbors Act:

(a) No activity may cause more than a minimal adverse effect on navigation and there shall be no unreasonable interference with navigation by use of the activity authorized herein.

(b) Any safety lights and signals prescribed by the United States Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of

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Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

7. Discretionary Authority. The Corps retains discretionary authority to require a standard individual permit review of any activity eligible for authorization under GP-004-WI based on concern for navigation, the aquatic environment, or any public interest factor.

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

9. Form and Confirmation of Authorization. Every reporting GP-004-WI authorization will be confirmed in writing by the Corps. Any confirmation issued may include special conditions which are part of this permit as it pertains to that project being authorized.

10. Avoidance and Minimization. Impacts to waters of the United States must be avoided and minimized to the maximum extent practicable (please see 1.a.9., above for a definition of practicable).

11. Water Quality Standards. All work or discharges to a watercourse resulting from GP-004-WI authorized construction activities, particularly hydraulic dredging, must meet applicable federal, state, and local water quality and effluent standards on a continuing basis. Water intakes or other activities that may be affected by suspended solids and turbidity increases caused by work in the watercourse must be identified and sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality. Installation of intake structures that are not directly associated with an outfall structure or outfall structures that are not in compliance with regulations issued under the National Pollutant Discharge Elimination System program (Section 402 of the Clean Water Act) are not eligible for authorization under GP-004-WI.

12. Erosion and Siltation Controls. Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date. Work should be done in accordance with state-approved published practices as described in NR 216 of Wisconsin Administrative Code.

Upon completion of earthwork operations, all exposed slopes, fills, and disturbed areas must be given sufficient protection by appropriate means such as landscaping, or planting and maintaining vegetative cover, to prevent subsequent erosion. Cofferdams shall be constructed and maintained so as to prevent erosion into the water. If earthen material is used for cofferdam construction, sheet piling, riprap or a synthetic cover shall be used to prevent dam erosion. All non-biodegradable erosion controls must be removed within two weeks of site stabilization unless otherwise noted in the Corps GP-004-WI reporting confirmation letter.

13. Removal of Temporary Fills. All temporary fills must be entirely removed and the affected areas returned to their preexisting elevation and hydrology. The timeframe for completing this removal shall be:

- (a) Not later than the timeframe stipulated in the activity description (unless modified in writing by our

office);

(b) Not later than the timeframe stipulated in our office's reporting GP-004-WI confirmation letter; or

(c) Not longer than two weeks from the date the temporary fill was placed in waters of the United States (condition (c) applies only if a timeframe is not otherwise established by applying (a) or (b) above).

14. Federal Threatened and Endangered Species. Prospective permittee's for reporting GP-004-WI categories shall notify the Corps if any federal threatened or endangered (protected) species or critical habitat might be affected or is in the vicinity of the project. Information about protected species may be obtained by contacting the United States Fish and Wildlife Service (FWS) at (920) 866-1717. The Corps website (<http://www.mvp.usace.army.mil/regulatory/>) also contains a link to the FWS list of protected species for each Wisconsin county.

(a) No activity is authorized by GP-004-WI which is likely to jeopardize the continued existence of a protected species or a species proposed for such designation, as identified under the Endangered Species Act (ESA) or which is likely to destroy or adversely modify the critical habitat of such species, unless those activities are determined to comply with the applicable procedures of Section 7 of the ESA.

(b) Authorization of an activity under GP-004-WI does not authorize the take of a protected species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the FWS, both lethal and non-lethal takes of protected species are in violation of the ESA.

15. Spawning Areas. Activities, including discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

16. Obstruction of High Flows. To the maximum extent practicable, activities authorized by GP-004-WI shall not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).

17. Adverse Effects from Impoundments and Diversions of Water. If the activity authorized creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable. GP-004-WI may not be used to authorize all or any portion of a project that would divert more than 10,000 gallons/day of surface water or groundwater into or out of the Great Lakes Basin.

18. Fills Within 100-Year Floodplains. All Corps GP-004-WI authorizations shall comply with applicable FEMA approved state or local floodplain management requirements.

19. Waterfowl Breeding Areas. Impacts to breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

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

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

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

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

24. Suitable Fill Material. All fill (including riprap), if authorized under this permit, must consist of suitable material (e.g. no trash, debris, car bodies, asphalt, etc.,) free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

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

26. Other Permit Requirements. A Corps GP-004-WI authorization does not eliminate the need for other local, state or federal authorizations, including but not limited to National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.

27. State of Wisconsin Section 401 Water Quality Certification. The Wisconsin Department of Natural Resources has denied blanket for water quality certification for GP-004-WI. Therefore all projects authorized by GP-004-WI and involving a discharge of dredged or fill material under Section 404 require the permittee obtain a Section 401 Water Quality Certification or waiver from the WDNR prior to starting work.

28. Wisconsin Coastal Zone Management Program (WCMP) Conditions. The WCMP's Federal consistency determination for GP-004-WI provides that no reporting (category 3.a) GP-004-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 reporting GP-004-WI. Applicants will be notified of this condition in the Corps's GP confirmation letter for projects in these areas.

2. NON-REPORTING GENERAL PERMIT CATEGORIES

The following activities, for a single and complete project, that comply with all terms and conditions of GP-004-WI are authorized by this category.

Project proponents with non-reporting activities should consult the Wisconsin Department of Natural Resources (WDNR) and local governments concerning state and local permit requirements. In addition, all permits involving a discharge of dredged or fill material under §404 are provisional and must obtain water

quality certification (or waiver) from the WDNR. See Department of the Army GP-004-WI General Conditions: 1.b.26, 1.b.27, and 1.b.28.

Note that certain areas and activities are EXCLUDED from this non-reporting general permit (GP) as described in section 2.b.

a. CATEGORIES OF ACTIVITIES ELIGIBLE FOR NON-REPORTING AUTHORIZATION:

1. Maintenance.

The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the activity does not impact more than ½ acre of waters of the United States nor more than 250 linear feet (in sum) of watercourse.

The structure or fill is not to be put to uses differing from those specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized so long as the ½ acre limit is not exceeded.

This GP category may be used for the replacement of bridge abutments and culverts, side-slope flattening, and reconditioning of roadbeds. This GP category may not be used for the addition of new lanes or multi-modal paths on roadways. Any impacts to waters of the United States shall be limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill.

This GP category (2.a.1) also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity authorized under this category, provided the sum of temporary and permanent impacts to waters of the United States does not exceed the thresholds described above. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills shall consist of appropriate materials placed in a manner that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevation and hydrology. Exposed soils must be vegetated prior to project completion. This GP category does not authorize projects where the only regulated activity is the temporary structure or fill. Such projects may be authorized under the reporting category for "Temporary Construction, Access, and Dewatering," under 2.a.5, below.

This GP category also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. This GP category does not authorize beach restoration or projects whose basic project purpose requires dredging. This GP category authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

2. Maintenance dredging.

Dredging and removal of accumulated sediment for maintenance of existing marina basins, boat slips, and access channels to marinas or boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less, provided the dredged material is deposited in uplands and proper siltation controls are used.

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This GP category also authorizes temporary structures, fills, and work necessary to conduct maintenance dredging with no more than 5,000 square feet of impact to waters of the United States. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams are necessary for construction activities, access fills or dewatering of construction sites. Temporary fills must consist of appropriate materials placed in a manner that will not be eroded by expected high flows. Temporary fills shall be removed in their entirety and the affected areas returned to pre-construction elevations. Exposed soils must be vegetated prior to project completion.

This GP category does not authorize maintenance dredging for beach restoration, new waterway channelization, stream relocation projects, and may not be used for projects in waters that are impaired by contaminated sediment on the EPA-approved Wisconsin Section 303(d) list of impaired waters. No permanent discharge of fill shall be authorized as part of this GP category. This GP category does not authorize impacts within wetlands.

3. Piers, docks, wharves, boat shelters, and pilings.

Construction of new piers, docks, boat shelters, boat hoists, boat lifts, pilings/piling clusters, and wharves, provided the work meets all of the following:

(a) The activity may not prevent the free movement of water, impede the surface or subsurface flow into or from any wetland, nor cause littoral drift deposits upon the bed of the waterway. In addition, structures containing screens or similar constructs, which would trap or accumulate aquatic plants or other debris, are not authorized under this category.

(b) The maximum distance a pier, dock, or wharf may extend into the water from the shoreline is the greater of (i) or (ii) below, provided the pier, dock or wharf does not exceed 40 feet waterward (perpendicular) from the shoreline, does not extend into a federal navigational channel, and is not designed in a manner to moor vessels within a federal navigational channel.

(i) From the point where the water is 3 feet at its maximum depth, measured at summer low level; or

(ii) To the point where there is adequate depth for mooring a boat or using a boat hoist or lift (for non-fixed keel sailboats this shall be measured with the centerboard or dagger boards raised).

(c) The pier, dock, or wharf may not exceed 6 feet in width. An "L," "T," or catwalk may be authorized provided it does not exceed 6 feet in width. A loading platform may exceed 6 feet in width provided the platform area does not exceed 200 square feet.

(d) Piers, docks, and wharves must be floating or constructed on pilings and may not be solid structure or constructed on rock-filled cribs or similar devices serving as a foundation. The structure may not completely enclose any portion of a waterbody.

(e) Boat shelters, boat hoists, and boat lifts be constructed adjacent to a pier, wharf, or shoreline and must be designed and used for the berthing of a single watercraft. Post-construction, no more than 2 boat slips or boat shelters are authorized for the first 50 feet of riparian owner's shoreline footage. No more than one additional boat slip or boat shelter may be authorized for each additional 50 feet of that same riparian owner's contiguous shoreline.

(f) Boat shelters may not exceed 12 feet by 24 feet on waters less than 1,000 acres in size. On waters greater than 1,000 acres, the shelter may not exceed 14 feet by 24 feet. Boat shelters may include a roof, but are not eligible if they include walls, sides, or equivalent construction such as canvas side drops. Roofs shall be supported with the minimum vertical components necessary.

(g) Pilings are eligible for authorization under this category (2.a.3) only if the piling is placed for the purposes of deflecting ice to protect an existing or proposed structure, or providing a pivot point for turning watercraft. Pilings may not be placed for the purpose of mooring a boat, except in Lake Michigan, Lake

Superior, or the Mississippi River.

(h) Piling clusters are eligible for authorization under this category (2.a.3) only if the cluster does not exceed 5 individual piles. The individual piles must be placed adjacent to each other and firmly bound together. Any required dredging or deposits of sand, gravel, or stone associated with installation of the pile cluster shall not exceed 2 cubic yards of impact.

4. Bank stabilization.

Work or discharges of dredged or fill material in waters of the United States for bank stabilization activities necessary for erosion prevention provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length (sum) along the bank(s);
- (c) Material discharged will not exceed an average of one cubic yard per running foot along the bank below the plane of the ordinary high water mark;
- (d) The activity does not involve impacts to wetlands;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and
- (g) All excavation is the minimum needed and is proposed only to provide a stable slope.

This GP category also authorizes temporary structures, fills, and work necessary to construct the bank stabilization activity up to a maximum temporary impact of 4,000 square feet. Appropriate measures shall be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges are necessary for construction activities, access fills or dewatering of construction sites. Temporary fills must consist of appropriate materials placed in a manner that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. Exposed soils must be vegetated prior to project completion. Invasive species shall not be used for bioengineering or vegetative bank stabilization. *Note:* Projects authorized under this GP shall avoid and minimize permanent adverse effects on aquatic resources. In low energy environments, biostabilization (using biodegradable materials such as coir logs, often combined with sloping and planting) is generally adequate erosion protection. Non-biodegradable materials, such as riprap, are generally appropriate in moderate to high energy environments (in lakes where the average straight-line distance across the waterbody is greater than 1 mile and/or near high-wake zones; or in high energy streams), or where there is significant erosion placing existing infrastructure at risk. In moderate energy environments, integrated bank treatment (riprap at toe of the bank combined with biostabilization above the toe) may be appropriate.

5. Outfall structures.

Activities related to construction of outfall structures and associated intake structures where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted, or which are otherwise in compliance with the regulations issued under the National Pollutant Discharge Elimination System program (Section 402 of the Clean Water Act). This GP only authorizes those intake structures directly associated with an authorized outfall structure.

6. Activities in areas of navigable waters of the United States that were filled post-enactment of Section 10 of the Rivers and Harbors Act of 1899.

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Modifications to previously authorized work or structures in navigable waters provided the modification does not affect the course, location, or condition of the waterbody in such a manner as to impact its navigable capacity. The modification shall not extend or expand the footprint of the previously authorized work or structure under, over, or in the navigable water. Previously authorized includes:

- (a) Structures or work in navigable waters completed before December 18, 1968;
- (b) Structures or work in waterbodies over which the District Engineer had not asserted jurisdiction at the time the activity occurred; or
- (c) Structures or work authorized by a Department of the Army Section 10 permit.

7. Oil Spill/Hazardous Substances Containment/Cleanup.

Activities conducted in response to a discharge or release of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR part 300) including containment, cleanup, and mitigation efforts, provided that the activities are done under either:

- (a) The Spill Control and Countermeasure Plan required by 40 CFR 112.3;
- (b) The direction or oversight of the federal on-scene coordinator designated by 40 CFR part 300; or
- (c) Any approved existing state, regional, or local contingency plan provided that the Regional Response Team (if one exists in the area) concurs with the proposed response efforts.

This GP category also authorizes activities required for the cleanup of oil releases in waters of the United States from electrical equipment that are governed by the Environmental Protection Agencies (EPA) polychlorinated biphenyl spill response regulations at 40 CFR part 761, as well as Court ordered remedial action plans or related settlements.

This GP category also authorizes the use of temporary structures and fills in waters of the United States for spill response training exercises. This GP category does not authorize the establishment of new disposal sites or the expansion of existing sites used for the disposal of oil, hazardous or toxic waste. All appropriate governmental units, including the Corps, shall be informed of any such activities as soon as practical.

Note: Activities undertaken entirely on a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site by authority of CERCLA as approved or required by EPA, are not required to obtain permits under Section 404 or Section 10.

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

1. The GP-004-WI non-reporting categories do not authorize any activity in:

- (a) Calcareous fens as identified by the WDNR, and wetlands within 300 feet of such fens (except hazardous material spill confinement and cleanup described at 2.a.7);
- (b) The Pleasant Prairie area identified in Corps permit 198700323 (except bank stabilization described in 2.a.4);
- (c) National Wild and Scenic Rivers listed at: <http://www.rivers.gov/rivers/site-index.php>;
- (d) Wild rice waters or wetlands within 300 feet of a wild rice water. Location information for wild rice waters is available on the WDNR's surface water data viewer at: <http://dnrmaps.wi.gov/imf/imf.jsp?site=SurfaceWaterViewer>;
- (e) Trout waters identified on the WDNR's surface water data viewer (link above); and
- (f) Coastal wetlands in ridge and swale complexes as identified on WDNR maps, and wetlands adjacent to the Mink River in Door County or the Bad River in Ashland County.

2. Removal of vessels listed or eligible for listing on the National Register of Historic Places are not eligible for authorization under the non-reporting categories of GP-004-WI.

3. Activities that would adversely affect cultural and archaeological resources are not authorized by the non-reporting categories of GP-004-WI. No activities which may affect historic properties listed or eligible for listing, on the NRHP are authorized by the non-reporting categories of GP-004-WI. Information concerning cultural resources may be obtained by contacting the SHPO and appropriate THPO at (608) 264-6505.

4. Activities that fail to obtain any required local, state, tribal, or federal authorization are not eligible for non-reporting GP-004-WI authorization.

5. No activity is authorized by the non-reporting GP-004-WI which is likely to jeopardize the continued existence of a threatened or endangered (protected) species or a species proposed for such designation, as identified under the ESA, or which is likely to destroy or adversely modify the critical habitat of such species. Information about protected species may be obtained by contacting the FWS at (920) 866-1717. The Corps website (<http://www.mvp.usace.army.mil/regulatory/>) also contains a link to the FWS list of protected species for each Wisconsin county.

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

C. APPLICATION/EVALUATION PROCEDURES UNDER THE NON-REPORTING AUTHORIZATION:

An activity authorized by the non-reporting portion of this GP may commence when project proponents have very carefully confirmed that the activity will be conducted in compliance with the terms and conditions of GP-004-WI. The permittee is responsible for insuring that all work is done in accordance with the conditions and limitations of categories 2.a. It is strongly recommended that project proponents retain documentation that all terms and conditions of GP-004-WI have been met by the proposed project. No application to the Corps is required; however, if requested, the Corps will confirm whether or not proposed work is authorized by the non-reporting GP. General Condition 1.b.10 of GP-004-WI requires that impacts on water and wetland resources are avoided and minimized to the maximum extent practicable.

3. REPORTING GENERAL PERMIT CATEGORIES

The following activities, for a single and complete project, that comply with the terms and conditions of GP-004-WI are eligible for authorization under the reporting GP categories below.

Note that certain areas and activities are EXCLUDED from this reporting GP as described in section 3.b.

Applicants for all activities should consult with the WDNR and local governments concerning state and local permit requirements. See Department of the Army GP-004-WI General Conditions: 1.b.26, 1.b.27, and 1.b.28.

a. ACTIVITIES ELIGIBLE FOR REPORTING AUTHORIZATION:

1. Structures.

Activities that include temporary, seasonal, or permanent placement of structures which do not include a

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discharge of dredged or fill material into waters of the United States are eligible, provided the activity does not impact greater than 10,000 square feet of waters of the United States. In addition to the area limitation above, this category may not be used to authorize projects which impact more than 500 linear feet along the bank(s) of a watercourse (in sum). Examples of such activities include, but are not limited to piers, wharves, boat houses, boat lifts, and boat docks. This category cannot be utilized for activities requiring authorization under Section 404 of the Clean Water Act. Such activities may be eligible for authorization pursuant to category 3.a.3 below.

2. Dredging.

Dredging of no more than 0.5 acre below the plane of the ordinary high water mark or the mean high water mark in waters of the United States (see exclusion 2.b.3 below), provided all the following conditions are met:

- (a) The project will not result in the removal of greater than 5,000 cubic yards of material;
- (b) The project will not cause indirect impact or degradation (including through siltation) to reefs, sites that support submerged aquatic vegetation (including sites where submerged aquatic vegetation is documented to exist but may not be present in a given year), fish spawning areas, or wetlands;
- (c) The project does not include dredging in reefs or fish spawning areas;
- (d) Projects which would have the effect of controlling aquatic vegetation must obtain all necessary permits from the WDNR;
- (e) The project may not connect canals or other artificial waterways to navigable waters of the United States;
- (f) The project would not channelize or relocate a watercourse;
- (g) All dredged material must be deposited in uplands; and
- (h) The project will not impact wetlands, except to allow dredging only in those wetlands previously dredged that lie below the ordinary (or mean) high water mark of a federally navigable water of the United States subject to Section 10 authority.

This GP category may also be used to provide Section 404 authorization for return water from upland contained dredged material disposal areas to satisfy the technical requirement for a Section 404 permit for the return water where the quality of the return water is controlled through the Section 401 certification procedure.

3. Discharges of Dredged or Fill Material.

Minor discharges of dredged or fill material (including structural discharges) for a single and complete project in waters of the United States provided the activity does not, in total, permanently or temporarily impact more than 10,000 square feet of waters of the United States and the discharge is not placed for the purpose of a stream channelization or diversion.

Notification to the Corps for use of this GP category must demonstrate that the proposed project is the least environmentally damaging practicable alternative to accomplish the project purpose. This shall be done by documenting alternatives and reasonable measures to avoid and minimize impacts to waters of the United States, including wetlands. If temporary impacts to waters of the United States are proposed, this notification should include a restoration plan describing how these impacts will be restored to pre-project conditions. The Corps will add special conditions to confirmation letters, where necessary, to ensure that adverse environmental impacts are minimal.

4. Beach Nourishment.

Work associated with the placement of sand or pea gravel in waters of the United States, provided that all the

following conditions are met:

- (a) No sand or pea gravel is placed in wetlands above the ordinary high water mark;
- (b) The project does not exceed 0.5 acre of impact to waters of the U.S. (inclusive of temporary impacts);
- (c) The sand or pea gravel is not placed more than 6 inches in depth; and
- (d) The sand or pea gravel is not placed further than 10 feet (perpendicular to the shoreline) waterward from the ordinary high water mark.

This GP category may be used to authorize temporary construction impacts, provided the areas impacted are restored to preconstruction hydrology, cover, and elevation. This GP category does not authorize material to be placed in areas of existing emergent vegetation in such a manner as to control aquatic vegetation without first obtaining necessary authorization from the WDNR. This GP category does not authorize placement of sand or gravel in fish spawning areas. This GP category does not authorize the use of a plant barrier or liner.

5. Temporary Construction, Access, and Dewatering.

Temporary structures and discharges, including cofferdams needed for construction activities or access fills or dewatering of construction sites (see exclusion at 2.b.3 below).

Appropriate measures must be taken to maintain near-normal downstream flows and to minimize flooding. Fill must consist of appropriate materials and be placed in a manner that will not be eroded by expected high flows. The use of dredged material may be allowed if the Corps determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction activities (see 3.b.14 for removal timeframes), temporary fill must be entirely removed to upland areas, dredged material must be returned to its original location, and the affected areas restored to the pre-project conditions (elevation, hydrology, and vegetation). Construction mats may be placed in wetland areas for up to two weeks during the growing season unless otherwise specified in the Corps verification letter. Cofferdams cannot be used to dewater wetlands or other aquatic areas so as to change their use. This GP category does not allow retention of new structures or fill to be left in place after cofferdams are removed.

Notification to the Corps for use of this GP category must demonstrate reasonable measures to avoid and minimize impacts to waters of the United States, as well as include a restoration plan describing how the site will be restored to pre-project conditions. The Corps will add special conditions to verification letters, where necessary, to ensure that adverse environmental impacts are minimal. Such conditions may include: limiting the temporary work to the minimum necessary; requiring seasonal restrictions; modifying the restoration plan; and requiring alternative construction methods. This GP category does not authorize temporary structures or fill associated with mining activities.

b. AREAS/ACTIVITIES EXCLUDED FROM REPORTING AUTHORIZATION:

1. The GP-004-WI reporting categories do not authorize any activity in:

- (a) Calcareous fens as identified by the WDNR, and wetlands within 300 feet of such fens;
- (b) The City of Superior that is eligible for authorization under a "Superior SAMP" permit (Corps permits 199606788 through 199606792; and does not authorize activities which would result in an impact to
- (c) Greater than 400 square feet of a National Wild and Scenic River listed at:

<http://www.rivers.gov/rivers/site-index.php>.

2. Structures attendant to fleeting of barges are not authorized by this GP in any case.

3. Activities that fail to obtain any required local, state, tribal, or federal authorization are not eligible for reporting GP-004-WI authorization.

4. Activities that the Corps determines warrant further Federal evaluation to address the government's trust responsibility to American Indian Tribes.

c. APPLICATION/EVALUATION PROCEDURES UNDER THE REPORTING AUTHORIZATION:

Applicants seeking coverage under the reporting categories of GP-004-WI must provide notification of the proposed project to the Corps for review. A complete application to both the Corps and WDNR is recommended using the joint state-federal application form that is available from the Corps and WDNR offices and on the websites of both agencies. Once notified, the Corps will review the proposed activity to determine eligibility for the reporting GP. If additional information is required to complete the Corps review, the applicant will be notified. In some cases, the Corps may require a wetland delineation prepared in accordance with the Corps of Engineers Wetland Delineation Manual including applicable Regional Supplement before the application will be considered complete. Once sufficient information is received, the Corps will complete its review and send the applicant a letter advising of the outcome. If the Corps decision is to confirm authorization pursuant to one of the reporting GP categories, the Corps notice to the applicant will be a reporting GP-004-WI confirmation letter. The Corps will simultaneously send a copy of the letter to the WDNR.

ENDANGERED SPECIES AND CULTURAL RESOURCES REVIEW.

The Corps review will include a determination concerning compliance of the project with Section 7 of the ESA and Section 106 of the NHPA. In some cases, another federal agency may initiate consultation under one or both of these acts; however, this does not eliminate the Corps responsibility to ensure ESA and NHPA compliance. Projects found not to comply with either or both of these Acts will not be authorized under the reporting categories of GP-004-WI or any other Corps authorization until actions are taken so that compliance with both acts is assured (see 3.b.4 and 3.b.15 below).

The Corps federal endangered species review will consist of Corps staff consulting appropriate reference materials including endangered species information published by the FWS in informational brochures and on Internet web pages and any other available data, information or specific guidance provided by FWS. Corps staff will be aware of locations where endangered species are known or likely to be present and of the types of activities that may affect those species. Corps staff will directly consult with FWS staff concerning proposals which appear to have potential to affect listed species. The review may include Corps and/or FWS site inspections of specific project sites, and/or formal ESA interagency consultation.

The Corps federal cultural resources review will be conducted in a manner similar to the endangered species review. The NRHP will be consulted to determine the presence or absence of known cultural resources. Corps regulatory staff will be aware of areas that have a high probability to contain important cultural resources and will consult Corps cultural resource staff concerning projects they determine may have the potential to affect cultural resources. Corps regulatory or cultural resource staff will consult with the SHPO and THPO on appropriate projects. Cultural archaeological resource surveys and/or formal consultation with the President's Advisory Council on Historic Preservation may be required.

COMPENSATORY MITIGATION

Notification for activities eligible for reporting GP-004-WI authorization that involve a discharge of dredged or fill material into waters of the United States (including jurisdictional wetlands, streams, ponds, and lakes) shall include a statement regarding compensatory mitigation (33 CFR Part 325.1). This statement must

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describe how impacts to waters of the United States are to be compensated for, or a statement of the applicant's position explaining why compensatory mitigation should not be required for the proposed impacts. The WDNR Mitigation Summary Sheet may be used for this purpose.

Project proponents seeking reporting GP-004-WI authorization whose proposed projects exceed 10,000 square feet of impact to waters of the United States shall submit a compensatory mitigation plan with their notification. The Corps may determine on a case-by-case basis that projects with impacts to waters of the United States less than 10,000 square feet will require compensatory mitigation and will request a mitigation plan which must be received back from the project proponent before the Corps review can be completed. Compensatory mitigation plans shall be prepared in accordance with 33 CFR Part 332, and may utilize the most recent version of the *Guidelines for Wetland Compensatory Mitigation in Wisconsin*. Compensatory mitigation that is proposed to satisfy state or local requirements may, but will not necessarily, satisfy the federal requirement.

Work is authorized under a reporting GP-004-WI category when the project proponent receives a reporting confirmation letter from the Corps. For GP-004-WI authorizations issued pursuant to Section 404, permittee's must also obtain state water quality certification or waiver from the WDNR for the project. Also note GP-004-WI General Condition 28 concerning the need for Wisconsin Coastal Management Program certification for activities in coastal wetlands in ridge and swale complexes as identified on WDNR maps, and wetlands adjacent to the Mink River in Door County or the Bad River in Ashland County.



May 23, 2016

IP-SC-2016-13-00695

City of Madison Parks Division
Sarah Lerner
210 Martin Luther King Jr. Blvd., Suite 104
Madison, WI 53703

Dear Ms. Lerner:

The Department of Natural Resources has completed its review of your application for a permit to place a structure on the bed of Lake Monona, in the City of Madison, Dane County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. 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.

For project details, maps, and plans related to this decision, please see application number WP-IP-SC-2016-13-X03-07T11-13-20 on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>.

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: Kerrie Hauser, Project Manager, (651) 290-5903, U.S. Army Corps of Engineers

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**

**Miscellaneous Structure PERMIT
IP-SC-2016-13-00695**

City of Madison Parks Division is hereby granted under Section 30.12(3m), Wisconsin Statutes, a permit to place a structure on the bed of Lake Monona, in the City of Madison, Dane County, also described as being in the NE1/4 of the NW1/4 of Section 30, Township 7 North, Range 10 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 05/23/2019. 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.
4. 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.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit 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.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. 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 Parks Division has filed an application for a permit to place a structure on the bed of Lake Monona, in the City of Madison, Dane County, also described as being in the NE1/4 of the NW1/4 of Section 30, Township 7 North, Range 10 East.
2. The proposed Esther Beach Park improvements include upgrades to the existing infrastructure as well as construction of new amenities in a portion of the park that was acquired in 2011 through funding from WDNR Stewardship Grants. This project involves demolition and reconstruction of the existing boat launch and the addition/repair of stormwater and shoreline features. Cut, dolomitic, limestone steps will be placed at locations to provide a stable, durable edge for kayak and canoe access to Lake Monona. Two vegetated swales will terminate with riprap outfalls with rounded, durable, glacial field stone that has been sorted for size and is not susceptible to free-thaw degradation. This project will

involve ~35 linear feet of riprap repair. As part of the storm water improvements, this project will remove the existing concrete endwall along the shoreline. Once the concrete endwall is removed, a new riprap retaining wall will be constructed to connect the east and west sides of the existing riprap retaining wall. The proposed riprap will be rounded, durable, glacial field stone that has been sorted for size and is not susceptible to free-thaw degradation. Stone shall be underlain with riprap filter fabric.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Lake Monona 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 not 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 integrated 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 and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 30.12(3m), Wisconsin Statutes and Chapters NR 102, 103, 328, 329 and 345 of the Wisconsin Administrative Code.
9. The structure or deposit will not materially obstruct navigation, will not be detrimental to the public interest and will not materially reduce the flood flow capacity of a stream.
10. The activity 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 05/23/2016.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary

By _____
Sincerely,

Wendy Peich
Water Management Specialist



May 2, 2016

Eric Knepp
City of Madison Parks Division
210 MLK Jr Blvd, Room 104
Madison WI 53703

Re: Coverage Under WPDES General Permit No. WI-S067831-04: **Construction Site Storm Water Runoff**

Permittee Name: **City of Madison Parks Division**
Site Name: **Esther Beach Park**
WDNR FIN: **56421**

Dear Mr. Knepp

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on April 14, 2016, for **Esther Beach Park** and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-04, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is **May 02, 2016**. The maximum period of permit coverage for this site is limited to **3 years** from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:
<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-04
- Construction site inspection report form
- Notice of Termination form

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

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

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

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

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

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact me at **(608) 275-3201**.

Sincerely,



E. Dan Bekta, P.E.
South Central Region
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage



CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-04

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

EROSION CONTROL COMPLAINTS

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

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 56421

Site Name: Esther Beach Park

Address/Location: 2802 Waunona Way, Madison City of MADISON

Additional Information:

Landowner: City of Madison Parks Division

Landowner's Contact Person: Eric Knepp

Contact Telephone Number: (608) 266-4207

Permit Start Date: May 02, 2016

By: E. A. Sokol



City of Madison Engineering Division
STORMWATER MANAGEMENT PERMIT

Permit Number: ENGT20-2016-01093

City Engineering: (608) 266-4751

Location of Work: 2802 Waunona WAY

Parcel:

Permittee: Sarah Lerner


Telephone: (608) 261-4281

Email: slerner@cityofmadison.com

Owner: City of Madison Parks Division

Telephone:

FEE SCHEDULE		APPROVALS	
New Impervious Area Fee	22.27	Plan Review:	DAO
Redeveloped Area Fee	25.50	Issuance:	DAO
Base Fee	400.00		
Total Fee Amount	447.77		
Total Invoiced Amount	447.77		
Paid	447.77		
Balance Due	0.00		



CALL 811 or (800) 242-8511
(262) 432-7910
(877) 500-9592 (emergency only)

PROPOSED WORK Esther Beach Park Improvements

Construction Start Date: 6/1/2016

Estimated Completion Date: 7/30/2017

Existing Impervious Area (before project): 10164 Sq. Ft.

New Impervious Area (Outside footprint of existing impervious Area): 2227 Sq. Ft.

Redeveloped Impervious Area (inside original impervious footprint): 5099 Sq. Ft.

Removed Impervious Area (from inside original impervious footprint): 4822 Sq. Ft.

Net Impervious Area (total after project): 7569 Sq. Ft.

Total Site Area: 69696 Sq. Ft.

Storm Water Management Requirements

- 40% TSS Reduction
 80% TSS Reduction (New Development)
 80% TSS Reduction (TMDL Redevelopment)
 Oil & Grease Removal
 Infiltration
 Groundwater Recharge
 Thermal Control
 Runoff Control - Detention

Maintenance Agreement Executed:

FOR CITY OF MADISON USE ONLY: APPROVED

Daniel Olivares

04/01/2016

- Stormwater Management Permit Reviewer

Date

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division
STORMWATER MANAGEMENT PERMIT

Permit Number: ENGT20-2016-01093

City Engineering: (608) 266-4751

Location of Work: 2802 Waunona WAY

Parcel:

Permittee: Sarah Lerner

Telephone: (608) 261-4281 **Email:** slerner@cityofmadison.com

Owner: City of Madison Parks Division

Telephone:

Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Storm Water Management Ordinance (MGO Ch. 37) and can result in the issuance of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the Best Management Practices (BMPs) shown on the approved stormwater management plan. Documentation shall be submitted to the administrative authority using the standard forms available from City Engineering and found on the City's website at <http://www.cityofmadison.com/engineering/Permits.cfm>.

Any property owner required to have a Storm Water BMP or maintenance agreement on the property as part of a stormwater management plan shall submit to the administrative authority an annual report reviewing the condition of the practice(s) and the maintenance performed during the past calendar year. This report shall be submitted and sealed by a Professional Engineer currently licensed in the State of Wisconsin per MGO Chapter 37.



City of Madison Engineering Division
EROSION CONTROL PERMIT

Permit Number: ENG100-2016-01018
 City Engineering: (608) 266-4751

Location of Work: 2802 Waunona WAY

Parcel:

Permittee: Sarah Lerner

Telephone: (608) 261-4281

Email: slerner@cityofmadison.com

Owner: City of Madison Parks Division

Telephone:

FEE SCHEDULE		APPROVALS	
Total Disturbed Area Fee	56.92	Plan Review:	DAO
Full Plan Base Fee	200.00	Issuance:	DAO
Total Fee Amount	256.92		
DIGGERS HOTLINE			
CALL 811 or (800) 242-8511 (262) 432-7910 (877) 500-9592 (emergency only)			
Total Invoiced Amount	256.92		
Paid	256.92		
Balance Due	0.00		

PROPOSED WORK: Esther Beach Park Improvements I

Project Description:

Permit Type: Full Plan

Construction Start Date: 6/1/2016

Permit Expiration Date: 5/15/2017

Seed Sod Restore Date: 12/1/2016

USLE Rate: 4.5

Total Disturbed Area: 11384

EC Checklist Attached

EC Plan Attached

Pumping Plan Attached

FOR CITY OF MADISON USE ONLY: APPROVED

Daniel Olivares

03/30/2016

- Erosion Control Permit Reviewer

Date

Full Plan

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division
EROSION CONTROL PERMIT

Permit Number: ENG100-2016-01018
City Engineering: (608) 266-4751

Location of Work: 2802 Waunona WAY

Parcel:

Permittee: Sarah Lerner

Telephone: (608) 261-4281

Email: slerner@cityofmadison.com

Owner: City of Madison Parks Division

Telephone:

Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Erosion Control Ordinance (MGO Ch. 37) and can result in the issuance to the permittee and/or the property owner of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

Erosion & Sediment Control Measures are to be installed prior to any land disturbance activities.

Within ten (10) days of the completion of the project or site stabilization the applicant shall submit an Erosion Control Notice of Termination (ECNOT). The ECNOT should be sent to the administrative authority that initially approved your permit.

The Erosion Control Permit applicant shall conduct a pre-construction meeting attended by a Professional Engineer responsible for initial implementation certification of the erosion control plan. The Professional Engineer shall document and submit minutes of this meeting to City Engineering.

A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the measures shown on the approved erosion control plan. Documentation on the City's Installation Certification form shall be submitted to the administrative authority within one (1) week of the installation. The certification form can be found on the City's webpage at <http://www.cityofmadison.com/engineering/Permits.cfm>.

As part of the Erosion Control Permit requirements this construction project requires erosion control inspections and reporting by the permittee (or by their authorized inspector). Inspections shall be conducted a minimum of once per week and also after every 24-hour rain event of 0.5" or more precipitation. The results of these inspections shall be entered on the City's permit and inspection tracking system.

Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

Trench Dewatering, if applicable shall be provided, per WDNR Conservation Practice Standard 1061.

All BMP's installed for erosion control shall be in accordance with the applicable WDNR Conservation Practice Standards found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html



City of Madison Engineering Division
EROSION CONTROL PERMIT

Permit Number: ENG100-2016-01019
 City Engineering: (608) 266-4751

Location of Work: 2802 Waunona WAY

Parcel:

Permittee: Sarah Lerner


Telephone: (608) 261-4281

Email: slerner@cityofmadison.com

Owner: City of Madison Parks Division

Telephone:

FEE SCHEDULE		APPROVALS	
Total Disturbed Area Fee	170.00	Plan Review:	DAO
Full Plan Base Fee	200.00	Issuance:	DAO
Total Fee Amount	370.00		
Total Invoiced Amount	370.00		
Paid	370.00		
Balance Due	0.00		



CALL 811 or (800) 242-8511
(262) 432-7910
(877) 500-9592 (emergency only)

PROPOSED WORK: Esther Beach Park Improvements II

Project Description:

Permit Type: Full Plan

Construction Start Date: 4/1/2017

Permit Expiration Date: 9/30/2017

Seed Sod Restore Date: 7/30/2017

USLE Rate: 5

Total Disturbed Area: 34000

EC Checklist Attached

EC Plan Attached

Pumping Plan Attached

FOR CITY OF MADISON USE ONLY: APPROVED

Daniel Olivares

03/30/2016

- Erosion Control Permit Reviewer

Date

Full Plan

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division
EROSION CONTROL PERMIT

Permit Number: ENG100-2016-01019
City Engineering: (608) 266-4751

Location of Work: 2802 Waunona WAY

Parcel:

Permittee: Sarah Lerner

Telephone: (608) 261-4281

Email: slerner@cityofmadison.com

Owner: City of Madison Parks Division

Telephone:

Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Erosion Control Ordinance (MGO Ch. 37) and can result in the issuance to the permittee and/or the property owner of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

Erosion & Sediment Control Measures are to be installed prior to any land disturbance activities.

Within ten (10) days of the completion of the project or site stabilization the applicant shall submit an Erosion Control Notice of Termination (ECNOT). The ECNOT should be sent to the administrative authority that initially approved your permit.

The Erosion Control Permit applicant shall conduct a pre-construction meeting attended by a Professional Engineer responsible for initial implementation certification of the erosion control plan. The Professional Engineer shall document and submit minutes of this meeting to City Engineering.

A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the measures shown on the approved erosion control plan. Documentation on the City's Installation Certification form shall be submitted to the administrative authority within one (1) week of the installation. The certification form can be found on the City's webpage at <http://www.cityofmadison.com/engineering/Permits.cfm>.

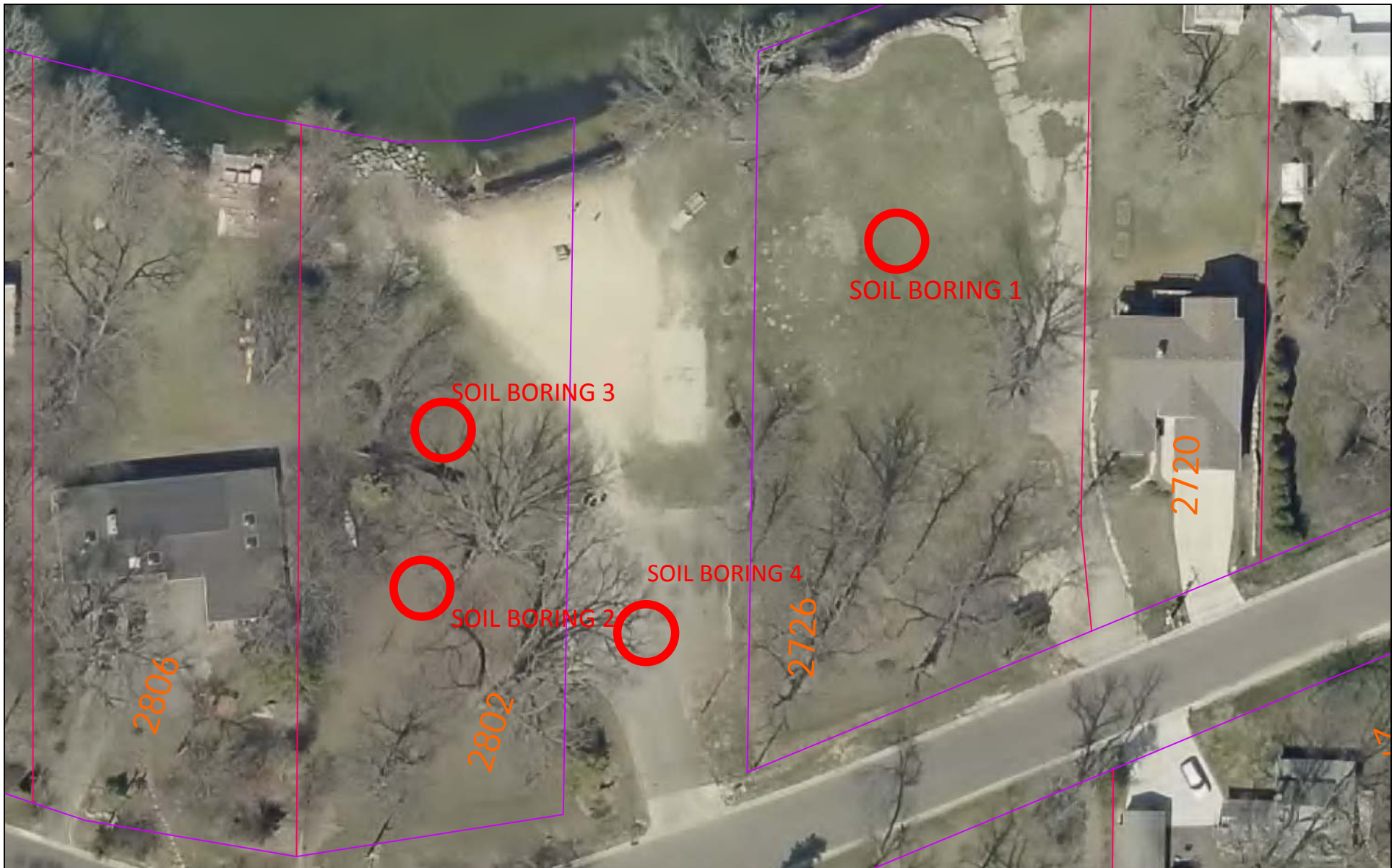
As part of the Erosion Control Permit requirements this construction project requires erosion control inspections and reporting by the permittee (or by their authorized inspector). Inspections shall be conducted a minimum of once per week and also after every 24-hour rain event of 0.5" or more precipitation. The results of these inspections shall be entered on the City's permit and inspection tracking system.

Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

Trench Dewatering, if applicable shall be provided, per WDNR Conservation Practice Standard 1061.

All BMP's installed for erosion control shall be in accordance with the applicable WDNR Conservation Practice Standards found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

Appendix 2: Soil Borings



Date: 9/14/2016

Scale: 1 In = 50 Ft

Session: C:\GTViewer_Sessions\Sarah.gts

Note: Esther Beach Park

City of Madison, WI - GIS/Mapping data

Printed By: pascl

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



LOG OF TEST BORING

Project Ester Beach
2802 Waunona Way
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C15051-24F
 Sheet 1 of 1

336 S. Curtis Rd, West Allis, WI 53214 (414) 443-2000, FAX (414) 443-2099

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					FILL: Topsoil					
1		4	M	2						
					FILL: Very Loose, Brown Fine to Medium Sand, Some Silt Intermixed with Gravel and Clay					
2		3	W	3						
3		15	W	17	Medium Dense, Gray Fine to Medium SAND; Little to Some Silt (SP-SM/SM)					
4		16	W	5	Loose, Gray Clayey SILT to Medium Stiff Silty CLAY (ML/CL-ML)	(0.75)				
5		12	W	16	Medium Dense, Gray Fine to Medium SAND; Some Silt and Gravel (SM)					
					End of Boring at 15 ft Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling Upon Completion of Drilling _____
 Time After Drilling _____ 1/2 hr
 Depth to Water _____ 3.5' ▼
 Depth to Cave in _____

Start 11/17/15 End 11/17/15
 Driller SE Chief DAP Rig _____
 Logger DAP Editor MNS
 Drill Method 2.25" HSA

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



LOG OF TEST BORING

Project Ester Beach
2802 Waunona Way
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C15051-24F
 Sheet 1 of 1

336 S. Curtis Rd, West Allis, WI 53214 (414) 443-2000, FAX (414) 443-2099

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					Dark Brown Clayey Silt TOPSOIL (OL)					
1	14	M	5		Stiff, Brown Lean CLAY; Trace Sand (CL)	(1.75)				
					Medium Dense, Gray-Brown Fine to Medium Silty SAND; Some Gravel (SM)					
2	15	M	15							
				5						
3	10	W	27		Medium Dense to Dense, Brown Fine to Medium SAND; Some Silt and Gravel (SM)					
4	10	W	13							
				10						
5	4	W	46							
				15						
					End of Boring at 15 ft Backfilled with Bentonite Chips					
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling ∇ <u>7.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>11/17/15</u> End <u>11/17/15</u> Driller <u>SE</u> Chief <u>DAP</u> Rig _____ Logger <u>DAP</u> Editor <u>MNS</u> Drill Method <u>2.25" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Ester Beach
2802 Waunona Way
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C15051-24F
 Sheet 1 of 1

336 S. Curtis Rd, West Allis, WI 53214 (414) 443-2000, FAX (414) 443-2099

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					Dark Brown Clayey Silt TOPSOIL (OL)					
1	14	M	3			(1.75)				
					Stiff, Gray-Brown Lean CLAY; Trace Sand (CL)					
2	14	M	9			(1.0)				
				5						
3	14	M	6		Loose, Gray Sandy SILT; Some Gravel (ML)					
					Loose, Brown Fine to Medium SAND; Some Silt and Gravel (SM)					
4	5	M	7							
				10						
5	14	W	5							
				15						
					End of Boring at 15 ft Backfilled with Bentonite Chips					
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 10.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 11/17/15 End 11/17/15
 Driller SE Chief DAP Rig _____
 Logger DAP Editor MNS
 Drill Method 2.25" HSA

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

BORING #4



LOG OF TEST BORING

Project Esther Beach Park Pavement
2802 Waunona Way
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. 16051-11
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	8 in. Base Course					
1	10	M	9	9	Stiff to Very Stiff, Brown to Gray Lean CLAY (CL)	(2.5)				
2	15	M	9	9		(1.0)				
3	11	M	18	18						
4	18	M	62/8"	10	Very Dense, Brown Fine to Coarse SAND, Some Silt and Gravel (SM)					
				10	End Boring at 10 ft Backfilled with Bentonite Chips					
				15						
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/9/16</u> End <u>9/9/16</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>FD</u> Editor <u>MNS</u> Drill Method <u>2.25" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	Larger than 12"	Larger than 12"
Cobbles	3" to 12"	3" to 12"
Gravel: Coarse.....	¾" to 3"	¾" to 3"
Fine	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium	0.42 to mm to 2.00 mm	#40 to #10
Fine	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Physical Characteristics
 Color, moisture, grain shape, fineness, etc.
 Major Constituents
 Clay, silt, sand, gravel
 Structure
 Laminated, varved, fibrous, stratified,
 cemented, fissured, etc.
 Geologic Origin
 Glacial, alluvial, eolian, residual, etc.

Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

**Relative Proportions
 Of Cohesionless Soils**

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

Consistency

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

**Organic Content by
 Combustion Method**

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

Plasticity

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

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

SYMBOLS

Drilling and Sampling

- CS – Continuous Sampling
- RC – Rock Coring: Size AW, BW, NW, 2"W
- RQD – Rock Quality Designation
- RB – Rock Bit/Roller Bit
- FT – Fish Tail
- DC – Drove Casing
- C – Casing: Size 2 ½", NW, 4", HW
- CW – Clear Water
- DM – Drilling Mud
- HSA – Hollow Stem Auger
- FA – Flight Auger
- HA – Hand Auger
- COA – Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST – 2" Dia. Thin-Walled Tube Sample
- 3ST – 3" Dia. Thin-Walled Tube Sample
- PT – 3" Dia. Piston Tube Sample
- AS – Auger Sample
- WS – Wash Sample
- PTS – Peat Sample
- PS – Pitcher Sample
- NR – No Recovery
- S – Sounding
- PMT – Borehole Pressuremeter Test
- VS – Vane Shear Test
- WPT – Water Pressure Test

Laboratory Tests

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

Water Level Measurement

- ▽ - Water Level at Time Shown
- NW – No Water Encountered
- WD – While Drilling
- BCR – Before Casing Removal
- ACR – After Casing Removal
- CW – Cave and Wet
- CM – Caved and Moist
















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

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size)		
Clean Gravels (Less than 5% fines)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size		GW Well-graded gravels, gravel-sand mixtures, little or no fines
		GP Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
		GM Silty gravels, gravel-sand-silt mixtures
		GC Clayey gravels, gravel-sand-clay mixtures
Clean Sands (Less than 5% fines)		
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size		SW Well-graded sands, gravelly sands, little or no fines
		SP Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
		SM Silty sands, sand-silt mixtures
		SC Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%		ML Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH Inorganic clays of high plasticity, fat clays
		OH Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA

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

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4
 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

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

SW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3

SP Not meeting all gradation requirements for GW

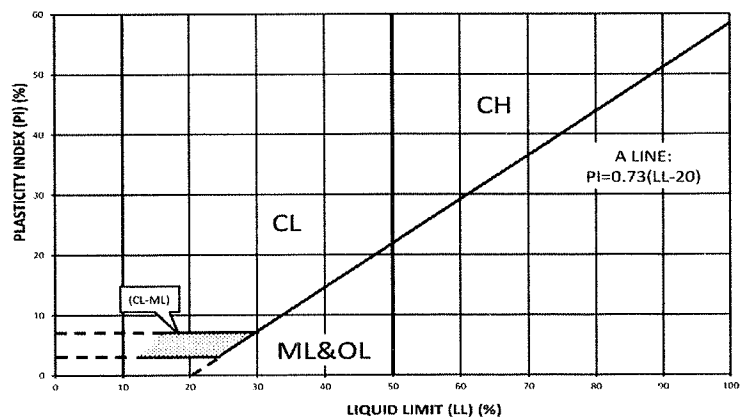
SM Atterberg limits below "A" line or P.I. less than 4
 Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

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

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

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

PLASTICITY CHART



DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

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

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

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

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

READ THE FULL REPORT

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

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

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

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

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

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

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

SUBSURFACE CONDITIONS CAN CHANGE

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

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

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

effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

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

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

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

DO NOT REDRAW THE ENGINEER'S LOGS

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

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

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

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

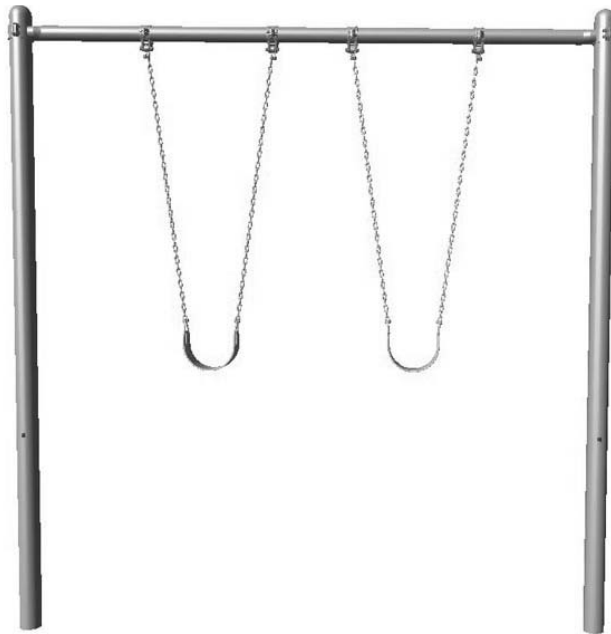
Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council
of the Geoprofessional Business Association
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910

Installation Instructions

Playworld Systems® Model XX0295
Single Post Swing Assembly
8 ft. (2438 mm)




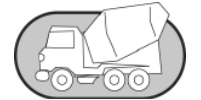


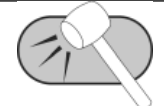
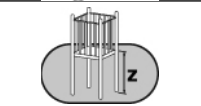


Assembly View (representative model)

Installation Preparation

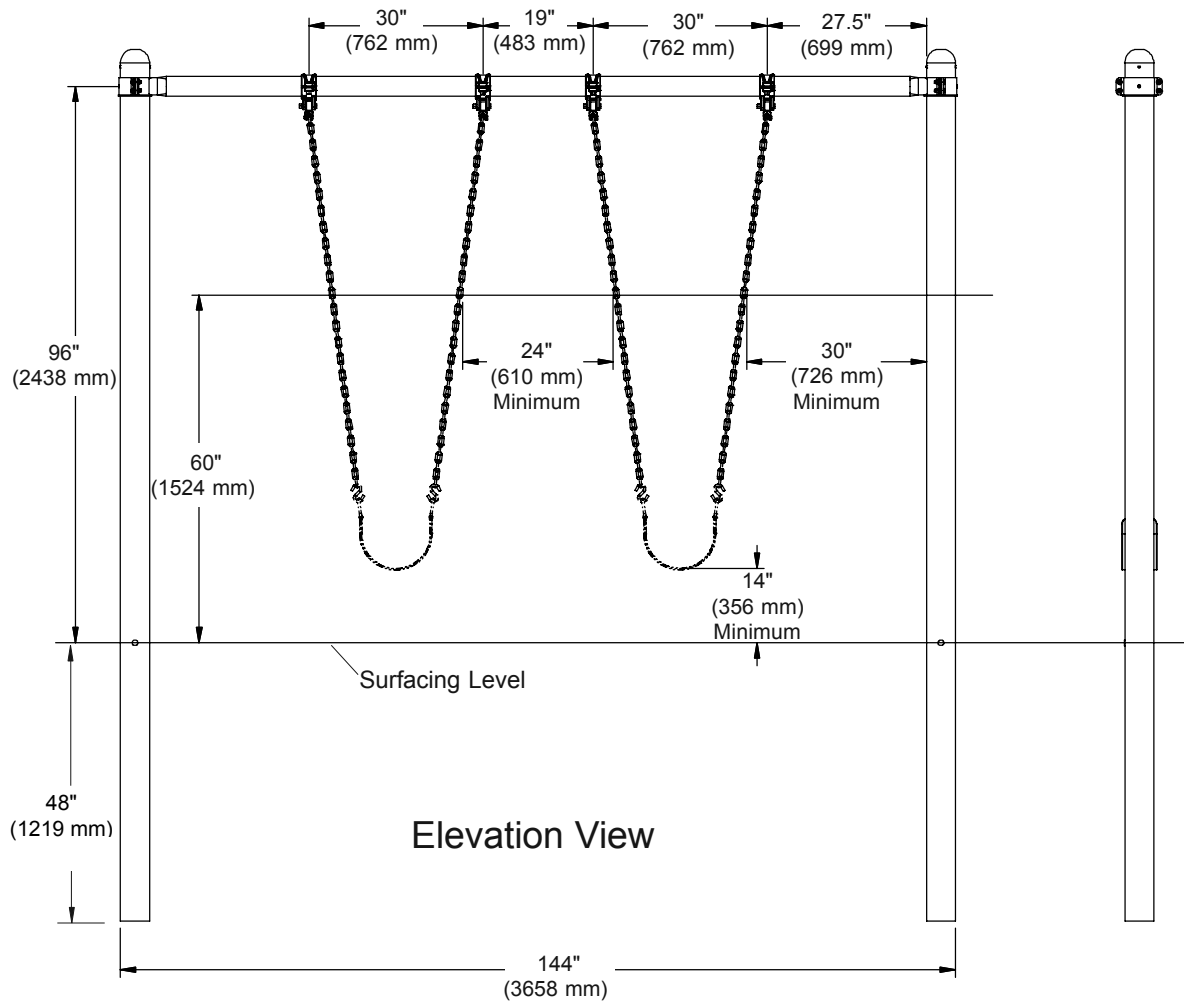
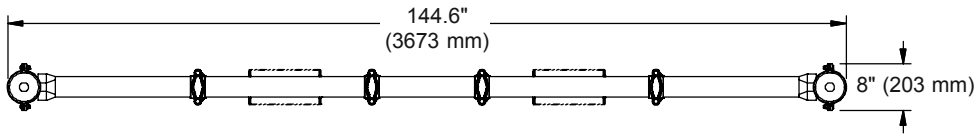
Recommended Crew: Two (2) adults
 Installation Time: 2 man-hours
 Concrete Required: 0.36 cubic yard (0,28 cubic meters)
 Use Zone: Refer to Master Drawing
 User Group Age (years): ASTM/CSA: 2-12, EN: 2-14

ICON KEY

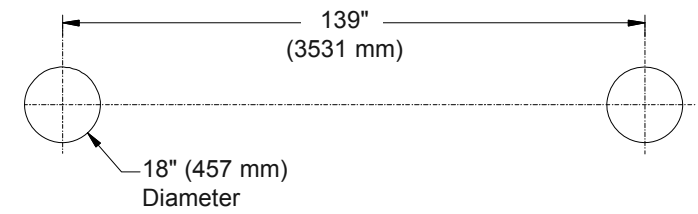
	Fully Tighten Hardware		Add 1 Drop of Thread Locking Adhesive
	Do Not Fully Tighten Hardware		Pour Concrete
	Drill		Dig Footing Holes
	Hammer		Critical Fall Height

Installation Instructions

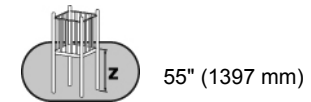
Top View



Elevation View

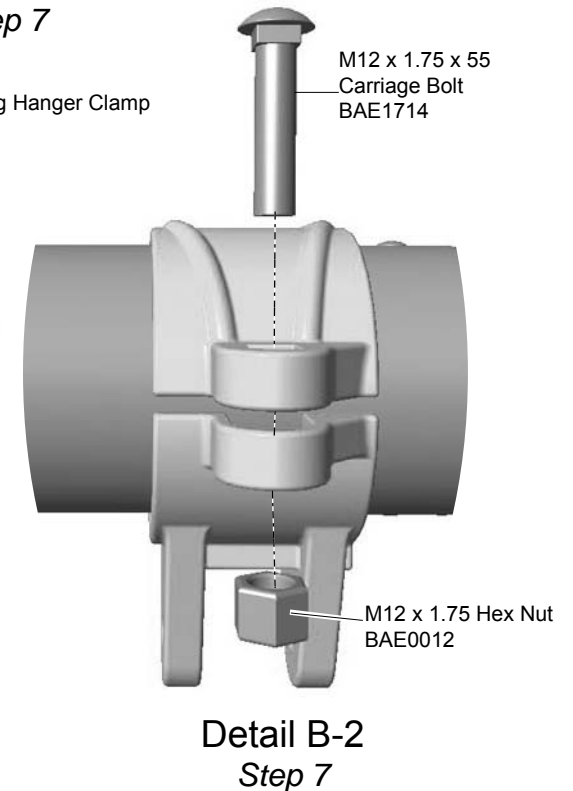
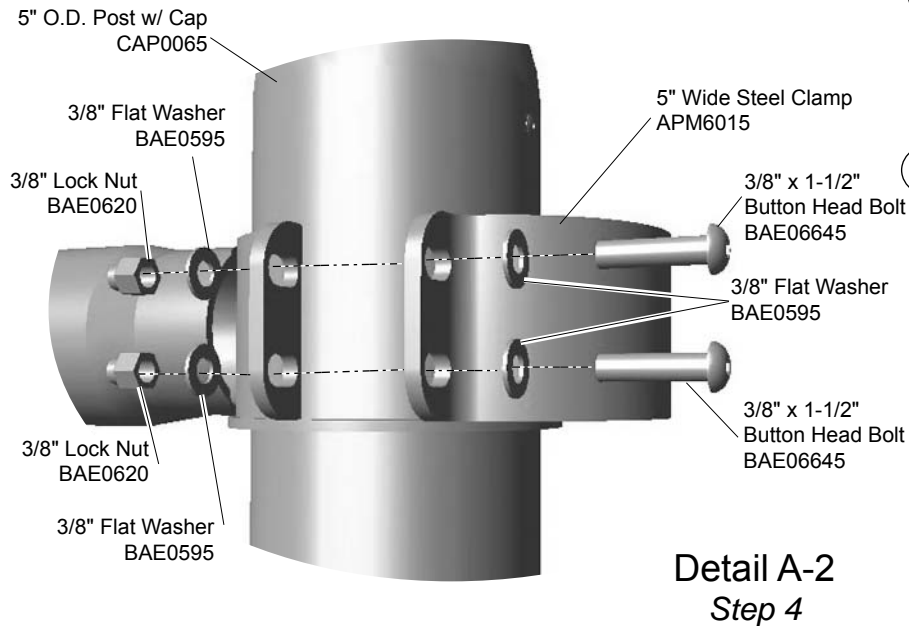
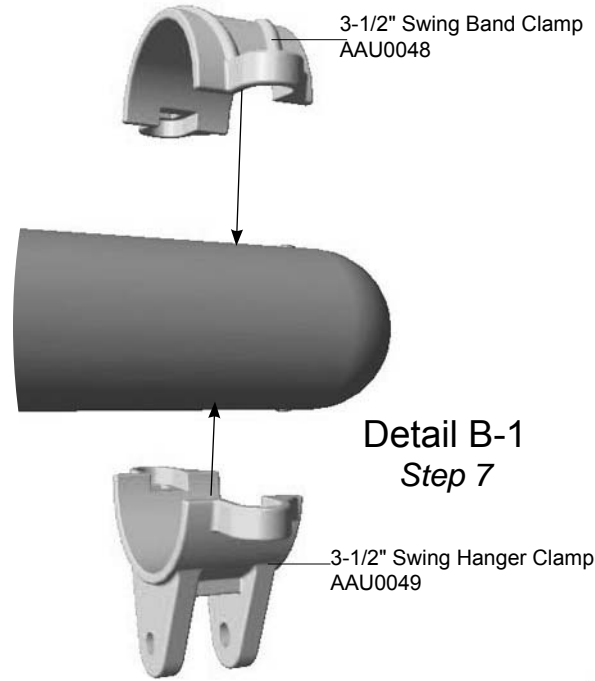
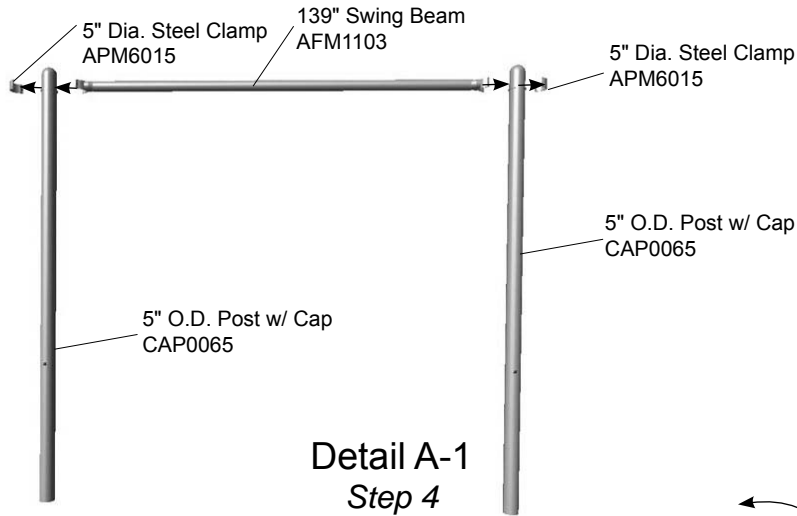


Footing Diagram

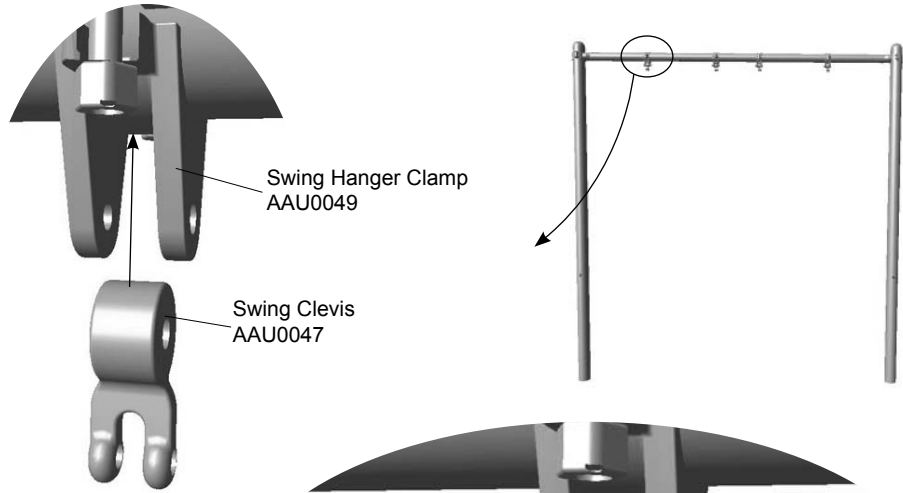


Installation Instructions

Follow the details in alphabetical order. For clarification, each detail references the step description. The step descriptions start on page 9.



Installation Instructions



Detail C-1
Step 8

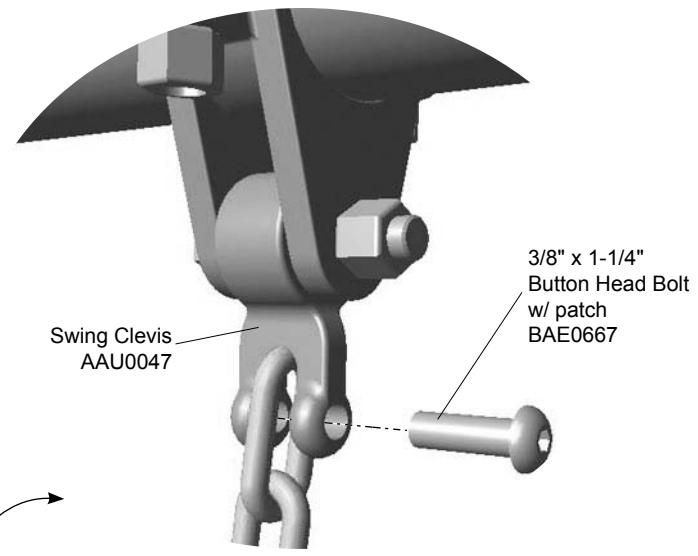
M12 x 1.75 Hex Bolt
BAE0009

Swing Clevis
AAU0047

M12 x 1.75 Hex Nut
BAE0012



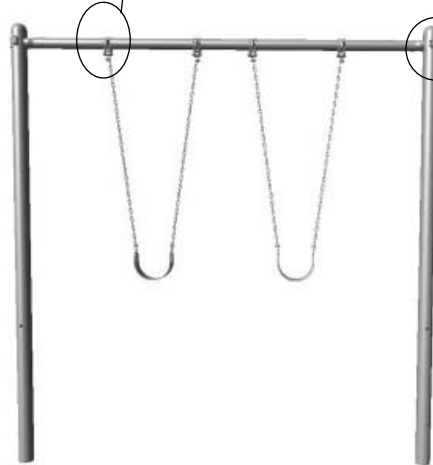
Detail C-2
Step 8



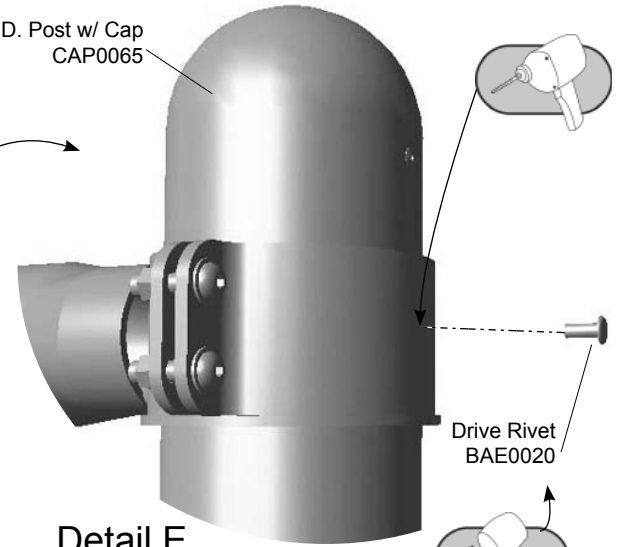
Swing Clevis
AAU0047

3/8" x 1-1/4"
Button Head Bolt
w/ patch
BAE0667

Detail D
Step 9



5" O.D. Post w/ Cap
CAP0065



Drive Rivet
BAE0020

Detail E
Step 11

CAUTION
Swing hangers cannot be completely drawn together when attaching to the swing top rail. When properly installed, a gap of approximately 1/8" (3 mm) gap will exist between the swing hanger castings. Extreme care must be taken that nuts on swing hangers are drawn up evenly. Do **NOT** over tighten or exceed 25 ft lbs (33.9 Nm) of torque.

Warning!
Exceeding 25 ft lbs (33.9 Nm) of torque on the swing hanger bolts may cause damage to the swing band.

Installation Instructions

Notes Before You Begin: Do not over tighten bolts during assembly, only snug tighten them until assembly is complete.

Carefully read and understand these installation instructions before you begin.

Step 1: Before attempting to assemble your equipment, please review all installation information carefully. Should you experience any difficulty during the installation process, please call us at the phone number shown on the last page of these instructions.

Step 2: Separate and identify all components and hardware.

Step 3: Excavate footings as shown in the **Support Post Footing Details** in on **Page 4** of this document.

Attach the top rail to the support posts.

Step 4: Attach the top rail to the support posts. See **Details A-1 and A-2**. Select the 3-1/2" top rail with clamps, (2) two 5" support posts, (2) two 5" wide clamps and the appropriate hardware. There are (8) eight connections. Place the parts on the ground for assembly. Position the top rail band resting on the welded ring on each post. Turn the support posts so that the Surfacing Warning Labels are facing out and in opposite directions. Sandwich each support post between the top rail and a wide clamp. Attach as shown. Start all bolts before tightening any. Tighten the connections evenly. There should be a uniform gap on both sides.

Important Note: The top rail clamps must be placed on top of the welded ring.

Step 5: Place the swing assembly into the excavated footings. Plumb and level the entire component. Tighten all fasteners. Fully tighten all fasteners according to tightening torque specifications. See **Step 10** of these instructions. Block and brace for concrete. Pour concrete after all equipment has been assembled. Fill the footings to within 2 inches (51 mm) of ground level as show in Footing Detail. Allow concrete to cure for 72 hours before proceeding with Step 6.

Step 6: After concrete has completely hardened, fill remainder of footing with dirt. Add protective surfacing material in accordance with the first page of these instructions.

Attach the swing hangers to the top rail.

Step 7: Attach the swing hangers to the top rail. See **Detail B-1 and B-2**. Select (4) four swing clamp bands, (4) four swing hangers, and the appropriate hardware. There are (8) eight connections. Sandwich the top rail with a swing clamp band and a swing hanger and align the holes. Attach as shown. Ensure the hangers are properly spaced and positioned on top rail (See **Elevation View**). Secure by carefully tightening each hex nut evenly. Extreme care must be taken that the nuts on the swing hangers are drawn up evenly. Do not overtighten or exceed 25 ft lbs (33.9 Nm) of torque on the connections. A uniform gap should be present between the band and bottom hanger.

Note: Please read **CAUTION** on page 8.

Step 8: Attach each clevis to a swing hanger. See **Detail C-1 and C-2**. Select (4) four clevises and the appropriate hardware. There are (4) four connections. Position each clevis between flanges of a bottom swing hanger. The swing hanger has a threaded and a non-threaded flange. Insert an M12 hex head bolt through the non-threaded swing hanger flange, the swing clevis, and thread through the opposite flange. Snug tighten. Thread a M12 hex nut onto the exposed bolt threads and fully tighten according to the tightening torque specifications in **Step 10**.

Step 9: Thread a bolt into the swing clevis. See **Detail D**. Select the appropriate hardware. There are (4) four connections. The clevis has a threaded and non-threaded side. Insert the bolt through the non-threaded side and thread into the other side of the clevis.

Note: The bolt will need to be removed to insert the chain for the swing seat.

Final Details

Step 10: Tighten **all** fasteners. Fully tighten all fasteners according to tightening torque specifications.

Torque Specifications:

Bolts and nuts - Snug tighten and then tighten an additional one half turn.

Set Screws - Snug tighten and tighten an additional full turn.

Installation Instructions

__Step 11: Install drive rivets. See **Detail E**. After the equipment assembly is complete, install a drive rivet in each clamp to permanently secure it to the support post. Using a 1/4" drill bit, drill through the clamp and support post. Insert the drive rivet into drilled hole until the head of the rivet is against the surface of the clamp. Using a hammer, drive the pin of the rivet until it is flush with the surface of the rivet head.

Note: This step should be executed after structure has been assembled and properly footed.

__Step 12: See Swing Seat Installation Instruction sheet for swing seat attachment. Swing seats are ordered separately.

__Step 13: Apply the Surfacing Warning labels to upper side corners at places shown on the **Elevation View**.

__Step 14: For areas complying with ASTM standard F1487 or the CSA Z-614, apply the age appropriate label to the equipment at eye level.

ZZXX0295 - 8 FT. (2438 mm) SINGLE POST SWING ASSEMBLY

PART NO.	DESCRIPTION	QTY.
AAU0047	CONNECTOR - SWING CLEVIS	4
AAU0048	CLAMP - 3-1/2" SWING BAND	4
AAU0049	CLAMP - 3-1/2" SWING HANGER	4
AFM1103	BEAM - 3-1/2" O.D. x 139" SWING	1
APM6015	CLAMP - 5" DIA. x 3" WIDE STEEL	2
BAE0009	BOLT - M12 x 1.75 HEX HEAD	4
BAE1714	BOLT - M12 x 1.75 x 55 CARRIAGE	8
BAE0012	NUT - M12 x 1.75 HEX	12
BAE0020	RIVET - 1/4" x 11/16" DRIVE	2
BAE0595	WASHER - 3/8" SAE FLAT	16
BAE0620	NUT - 3/8"-16 LOCK w/ NYLON CAP	8
BAE0667	BOLT - 3/8"-16 x 1-1/4" BUTTON HEAD w/NYLON PATCH	4
BAE0902	TOOL - 7/32" SHORT HEX KEY WRENCH	1
BAE06645	BOLT - 3/8"-16 x 1-1/2" BUTTON HEAD - SS	8
CAP0065	POST - 5" O.D. x 148" w/CAP	2
ALB0025	LABEL - AGE APPROPRIATE SHEET	1

Note: Seat assemblies sold separately.



The world needs play.[®]

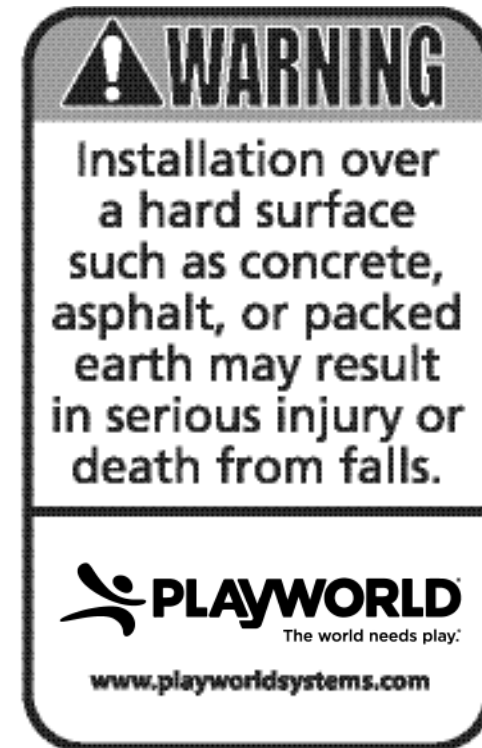
For Customer Service, Call
800-233-8404 or
570-522-9800 OUTSIDE U.S.
1000 Buffalo Road • Lewisburg, PA 17837
www.playworldsystems.com

Installation Instructions

FINAL INSPECTION

- Playworld Systems® insists on the installation of protective surfacing within the use zone of each play structure in accordance with the applicable standard for your area, appropriate for the fall height of each structure.
- Playworld Systems® strongly recommends close supervision of children as they play. The owners of playground equipment and the parents or guardians of children are responsible for this proper supervision.
- As the owner of playground equipment, you are responsible for the maintenance of the equipment and surrounding play area. A comprehensive maintenance and inspection schedule must be developed and all equipment inspected frequently. Refer to the inspection and maintenance schedule in the back of this booklet.
- Perform a thorough final check on the installed equipment to insure all equipment is installed as specified by manufacturer's installation instructions.
 - Review all Installation Instructions for specified dimensions. Make sure dimensions called for in instructions agree with actual installation.
 - Double check height dimensions. Height measurements are taken from the top of the protective surfacing material.
 - Insure all fasteners are tightened according to tightening torque specifications listed on your installation instructions.
 - Clean dried concrete off of components and any other affected surface.
 - Touch-up any scratches or installation damage to powder coated finish with color-matched spray paint.
 - Allow adequate time for proper curing, both for concrete and urethane cement if rubber safety surfacing tiles have been installed.
 - Insure that protective surfacing is properly installed according to recommendations. Footings must not be exposed. Refer to the florescent orange sheet included in the front of the installation instruction booklet titled "Owners Manual".
 - Insure that hard surface warning/Playworld Systems® identification labels (shown below) are properly affixed to the play equipment. Labels are to be plainly visible according to current playground equipment guidelines. For areas complying with ASTM F-1487 or CSA Z-614 an age appropriate label must be applied in a visible location.

- Dispose of all packaging material properly. These materials which include large plastic bags and sheets can be a suffocation hazard. Dispose of these materials out of reach or contact of small children.



Clamps

- Inspect clamps to insure they are properly secured to the support posts.
- Use the supplied torx-style tamper-resistant bit to insure bolt connection is tight.
- Use the supplied 3/16" hex key wrench to insure the set screw connection is tight.
- Inspect drive rivets to insure they are intact and secure.
- Visually inspect clamps for cracks or breakage. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Fasteners

- Inspect for loose fasteners.
Tightening torque specifications are:
Bolts and Nuts: Snug tighten and tighten an additional one-half turn.
Set Screws: Snug tighten and tighten an additional full turn.
- Inspect drive rivets to insure they are intact and secure.
- If during the maintenance process a bolt needs to be removed from a part or parts, it will be necessary to apply a drop of liquid thread lock / loctite to the bolt before reinstallation.
- Inspect for missing, worn or broken fasteners. If any missing, worn or broken fasteners are found, refer to the installation instructions for proper replacement fastener. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Castings

- Inspect the aluminum castings to insure they are properly secured to the component.
- Visually inspect the castings for cracks or breakage. If any damage is detected, barricade the equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Welds

- Inspect all welded joints. If any broken welds are detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Finish

- Inspect metal parts for finish damage.
To repair painted surfaces, sand damaged area with sandpaper and wipe clean. Mask area and paint with primer and allow to dry. Paint primed area with color-matching paint and allow to dry. Recoat area with color-matching paint if required. Drying time is approximately 8 hours between coats.

Footings

- Inspect component to be solid in footing and secure. If any damage is detected, barricade equipment to prevent use until repair is completed.

Surfacing

- Refer to the specific surfacing maintenance detail sheet for additional information.

Replacement Parts

- Refer to your installation instructions to obtain replacement part number.
- Contact your sales representative or call Playworld Systems' Customer Service for a replacement part.

Warning!
Exceeding 25 ft lbs of torque
on the swing hanger bolts may
cause damage to the swing band.

Equipment Maintenance

Playworld Systems® Model XX0295 Single Post Swing Assembly 8 ft. (2438 mm)




The world needs play.
For Customer Service, Call
800-233-8404 or
570-522-9800 OUTSIDE U.S.
1000 Buffalo Road • Lewisburg, PA 17837
www.playworldsystems.com

Inspection Form

Preventive Maintenance

... for Safety's Sake!

- Be sure that you are using a copy of this Inspection Form and not your original.
- Use the Inspection Codes listed below and record condition of equipment at time of examination on the Inspection Checklist.
- Document any item from the Inspection Checklist that will require maintenance along with any corrective action on the Maintenance Schedule.
- Be sure to include appropriate dates and signatures on each section to properly document maintenance procedure.

INSPECTION CHECKLIST

	Frequency	Inspection Code	Date	Date Repairs Completed
Inspect surfacing to insure proper depth and distribution.	High			
Inspect clamps for tightness and damage.	High			
Inspect metal parts for structural and finish damage.	Medium			
Inspect for loose, missing, worn, or broken fasteners.	High			
Inspect footing to insure support is secure and footing is not damaged.	Low			

Inspection Codes
P = Pass F = Fail
NA = Not Applicable

Inspector: Name (Please Print) _____ Signature: _____ Date: ___ / ___ / ___

MAINTENANCE SCHEDULE

Item in Question	Description of Problem	Corrective Action	Date

Repairer: Name (Please Print) _____ Signature: _____ Date: ___ / ___ / ___





Assembly View




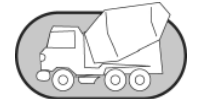
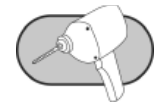


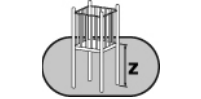
Installation Instructions

Playworld Systems[®] Model XX0258
Toddler Swing Add On Beam

Installation Preparation

Recommended Crew: Two (2) adults
 Installation Time: 1 man-hour
 Use Zone: Refer to page 1
 User Group Age (years): ASTM/CSA: 2-12, EN: 2-14

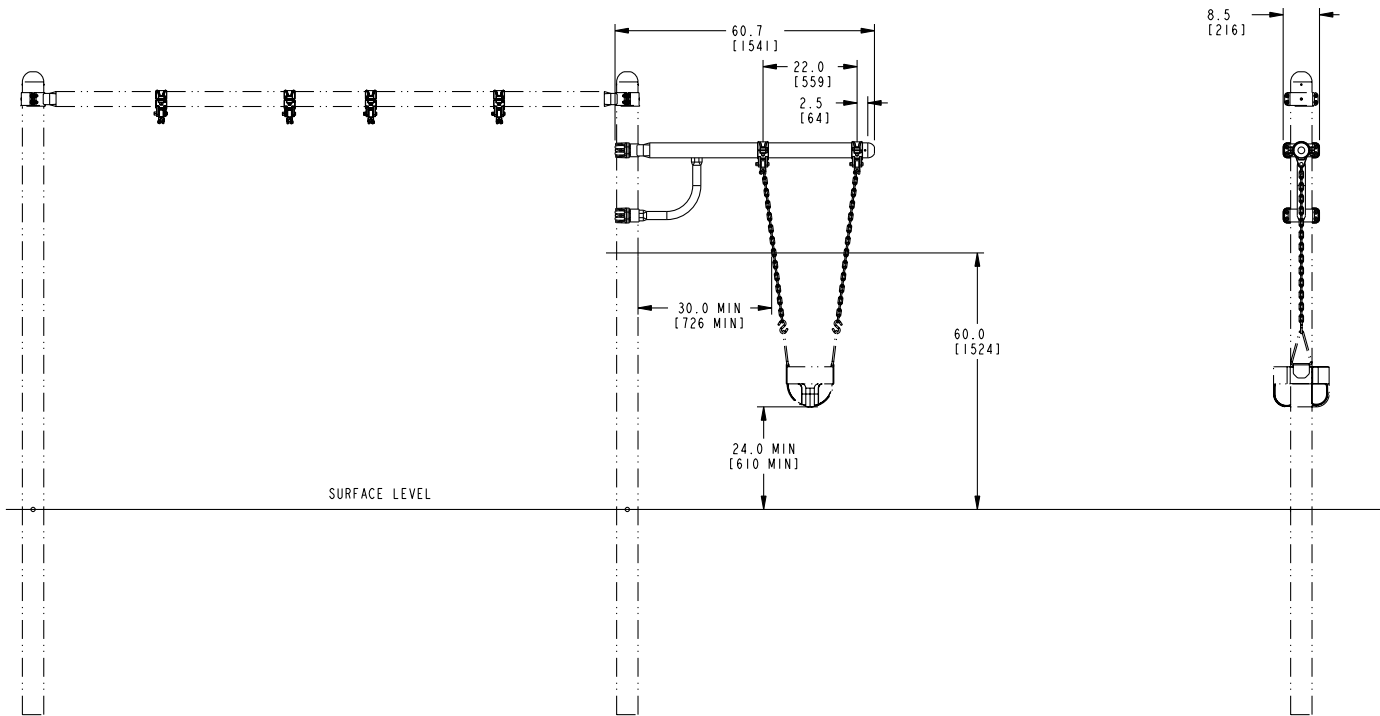
ICON KEY

	Fully Tighten Hardware		Add 1 Drop of Thread Locking Adhesive
	Do Not Fully Tighten Hardware		Pour Concrete
	Drill		Dig Footing Holes
	Hammer		Critical Fall Height

Installation Instructions

KEY	
Position	Unit of Measurement
Top #	Inches
Bottom #	[Millimeters]

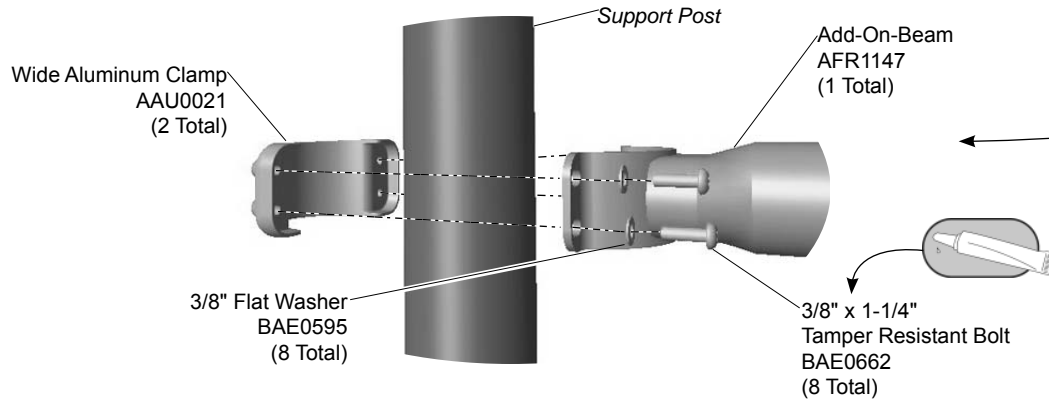
Top View



Elevation Views

Installation Instructions

Follow the details in alphabetical order. For clarification, each detail references the step description. The step descriptions start on page 9.



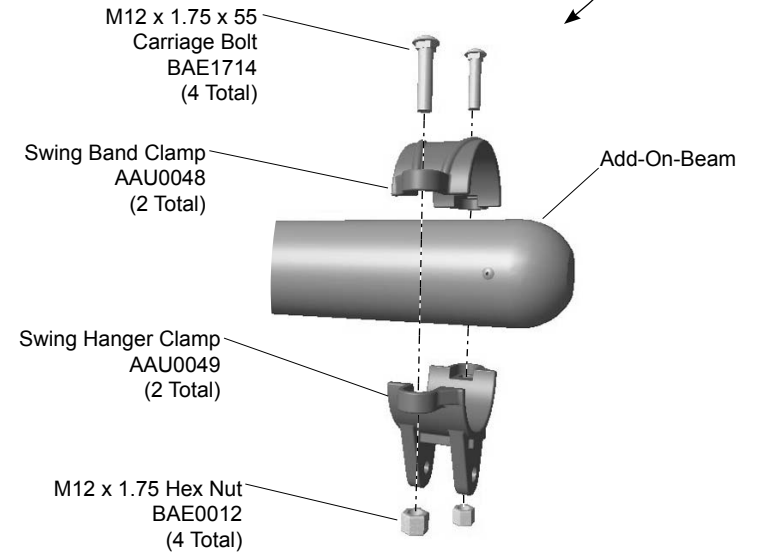
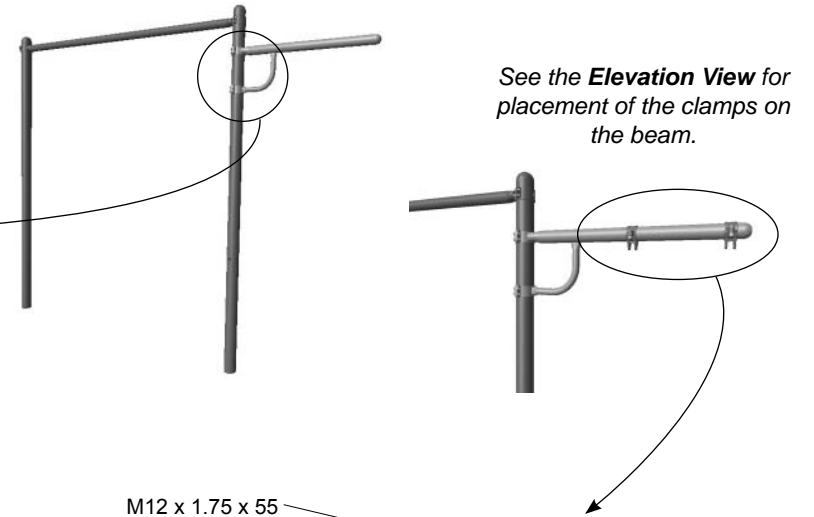
Detail A
Step 3
 Attach the add-on-beam to the existing support post.

CAUTION

Swing hangers cannot be completely drawn together when attaching to the swing top rail. When properly installed, a gap of approximately 1/8" (3 mm) gap will exist between the swing hanger castings. Extreme care must be taken that nuts on swing hangers are drawn up evenly. Do **NOT** over tighten or exceed 25 ft lbs (33.9 Nm) of torque.

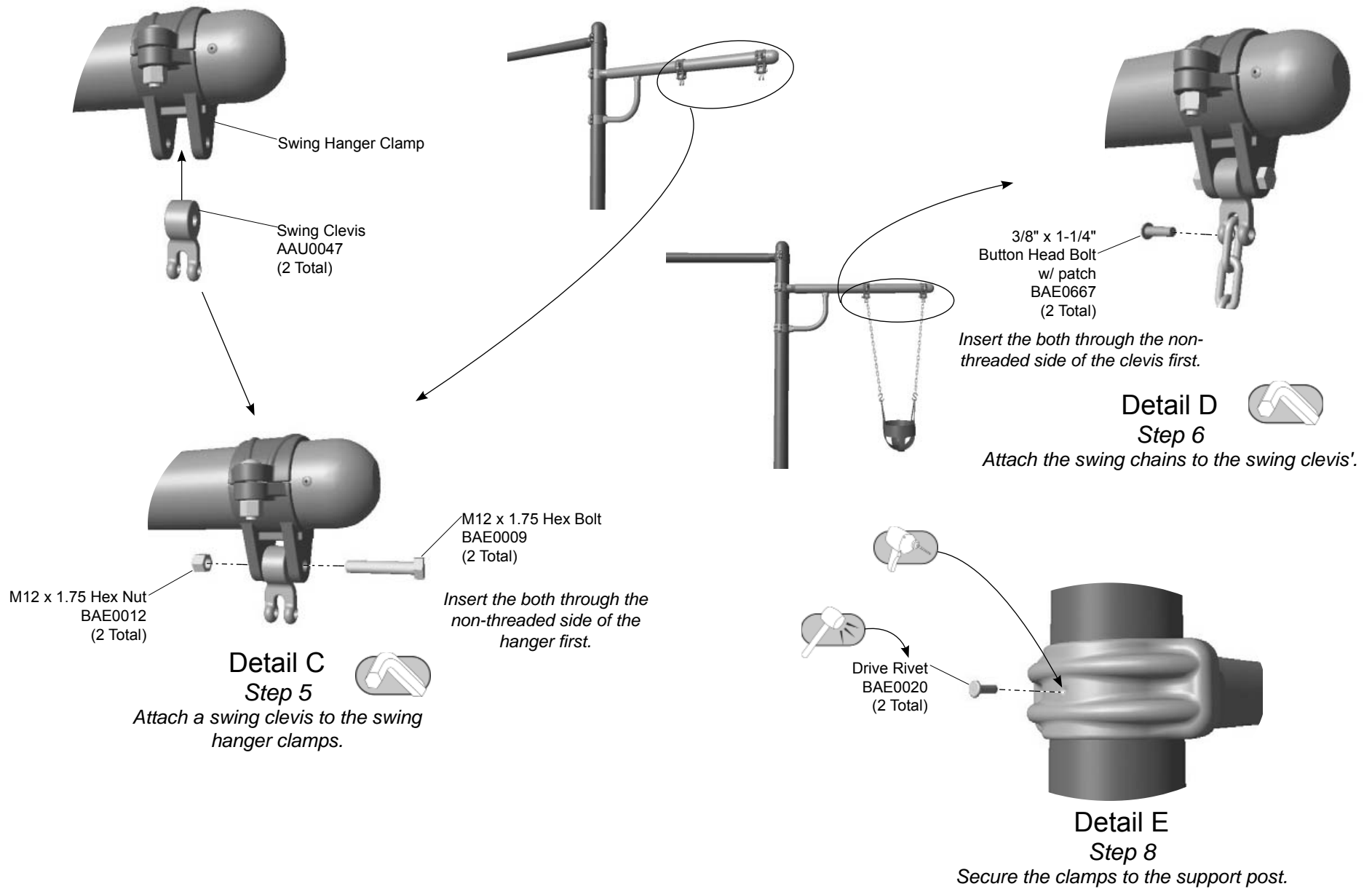
Warning!

Exceeding 25 ft lbs (33.9 Nm) of torque on the swing hanger bolts may cause damage to the swing band.



Detail B
Step 4
 Attach the swing hanger clamps to the add-on-beam.

Installation Instructions



Installation Instructions

Notes Before You Begin: Do not over tighten bolts during assembly, only snug tighten them until assembly is complete.

Carefully read and understand these installation instructions before you begin.

Step 1: Before attempting to assemble your equipment, please review all installation information carefully. Should you experience any difficulty during the installation process, please call us at the phone number shown on the last page of these instructions.

Step 2: Separate and identify all components and hardware.

Step 3: Attach the add-on-beam to the existing support post. See **Detail A**. Place the beam to the outside of the support post, apply a drop of thread locking adhesive to the bolt threads, and attach as shown. Do not fully tighten the bolts as the beam may have to be repositioned after attachment of the tot swing (*sold separately*).

Step 4: Attach the swing hanger clamps to the add-on-beam. See **Detail B** and the **Elevation View** for placement of the clamps. Position the clamps around the beam and are properly spaced as shown in the **Elevation View** and attach as shown. Secure by carefully tightening each hex nut evenly. Extreme care must be taken that the nuts on the swing hangers are drawn up evenly. Do not overtighten or exceed 25 ft. lbs. (33.9 Nm) of torque on the connections. A uniform gap should be present between the band and bottom hanger.

Note: Please read **CAUTION** on page 7.

Step 5: Attach a clevis to each swing hanger. See **Detail C**. Position each clevis between the flanges of a bottom swing hanger and attach as shown. The hanger has a threaded and non-threaded side. Insert the bolt through the non-threaded side first. Fully tighten the fasteners according to tightening torque specifications (See **Final Details**).

Step 6: Attach the *swing chains to the swing clevis'. See **Detail D**. Insert the end link of the chain between the clevis. The clevis has a threaded and non-threaded side. Insert the bolt through the non-threaded side, the chain link, and thread into the other side of the clevis. Fully tighten the fasteners according to tightening torque specifications (See **Final Details**).

***Note:** See Swing Seat Installation Instruction sheet for swing seat attachment. Swing seats are ordered separately.

Final Details

Step 7: Adjust the beam to where the swing tot seat meets the requirements show on the **Elevation View**. Tighten the fasteners. Fully tighten all fasteners according to tightening torque specifications.

Torque Specifications:

Bolts and nuts - Snug tighten and then tighten an additional one half turn.

Set Screws - Snug tighten and tighten an additional full turn.

Step 8: Install drive rivets. See **Detail E**. After the equipment assembly is complete, install a drive rivet in each clamp to permanently secure it to the support post. Using a 1/4" drill bit, drill through the clamp and support post. Insert the drive rivet into drilled hole until the head of the rivet is against the surface of the clamp. Using a hammer, drive the pin of the rivet until it is flush with the surface of the rivet head.

Note: This step should be executed after structure has been assembled and properly footed.

Step 9: For areas complying with ASTM standard F1487 or the CSA Z-614, apply the age appropriate label to the equipment at eye level.

ZZXX0258 - TODDLER SWING ADD ON BEAM

PART NO.	DESCRIPTION	QTY.
AAU0021	CLAMP - 5" WIDE ALUMINUM	2
AAU0047	CONNECTOR - SWING CLEVIS	2
AAU0048	CLAMP - 3-1/2" SWING BAND	2
AAU0049	CLAMP - 3-1/2" SWING HANGER	2
AFR1147	FRAME - TODDLER SWING ADD-ON BEAM	1
BAD0085	THREAD LOCKING ADHESIVE	1
BAE0009	BOLT - M12 x 1.75 HEX HEAD	2
BAE1714	BOLT - M12 x 1.75 x 55 CARRIAGE	4
BAE0012	NUT - M12 x 1.75 HEX	6
BAE0020	RIVET - 1/4" x 11/16" DRIVE	2
BAE0595	WASHER - 3/8" SAE FLAT	8
BAE0662	BOLT - 3/8"-16 x 1-1/4" TAMP RESIST w/TORX DRIVE	8
BAE0667	BOLT - 3/8"-16 x 1-1/4" BUTTON HEAD w/NYLON PATCH	2
ALB0025	LABEL - AGE APPROPRIATE SHEET	1

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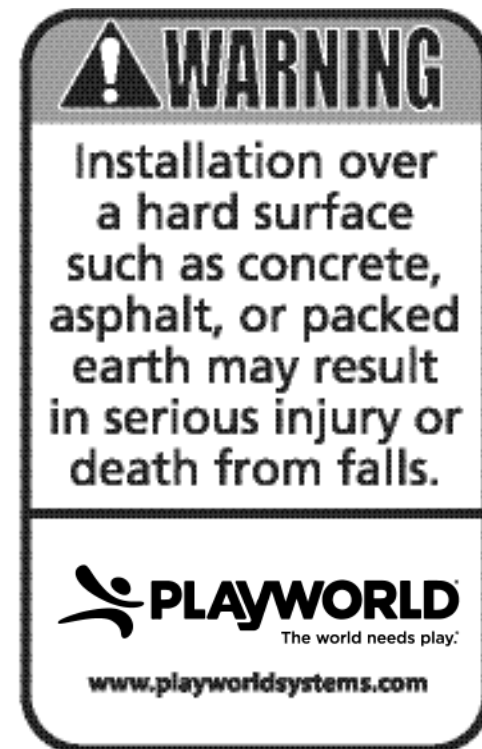


Installation Instructions

FINAL INSPECTION

- Playworld Systems® insists on the installation of protective surfacing within the use zone of each play structure in accordance with the applicable standard for your area, appropriate for the fall height of each structure.
- Playworld Systems® strongly recommends close supervision of children as they play. The owners of playground equipment and the parents or guardians of children are responsible for this proper supervision.
- As the owner of playground equipment, you are responsible for the maintenance of the equipment and surrounding play area. A comprehensive maintenance and inspection schedule must be developed and all equipment inspected frequently. Refer to the inspection and maintenance schedule in the back of this booklet.
- Perform a thorough final check on the installed equipment to insure all equipment is installed as specified by manufacturer's installation instructions.
 - Review all Installation Instructions for specified dimensions. Make sure dimensions called for in instructions agree with actual installation.
 - Double check height dimensions. Height measurements are taken from the top of the protective surfacing material.
 - Insure all fasteners are tightened according to tightening torque specifications listed on your installation instructions.
 - Clean dried concrete off of components and any other affected surface.
 - Touch-up any scratches or installation damage to powder coated finish with color-matched spray paint.
 - Allow adequate time for proper curing, both for concrete and urethane cement if rubber safety surfacing tiles have been installed.
 - Insure that protective surfacing is properly installed according to recommendations. Footings must not be exposed. Refer to the florescent orange sheet included in the front of the installation instruction booklet titled "Owners Manual".
 - Insure that hard surface warning/Playworld Systems® identification labels (shown below) are properly affixed to the play equipment. Labels are to be plainly visible according to current playground equipment guidelines. For areas complying with ASTM F-1487 or CSA Z-614 an age appropriate label must be applied in a visible location.

- Dispose of all packaging material properly. These materials which include large plastic bags and sheets can be a suffocation hazard. Dispose of these materials out of reach or contact of small children.



Installation Instructions

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intentionally left blank.



Clamps and Swing Hangers

- Inspect clamps and hangers to insure they are properly secured to the support posts.
- Use the supplied torx-style tamper-resistant bit to insure bolt connection is tight.
- Inspect drive rivets to insure they are intact and secure.
- Visually inspect clamps and hangers for cracks or breakage. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Fasteners

- Inspect for loose fasteners.
Tightening torque specifications are:
Bolts and Nuts: Snug tighten and tighten an additional one-half turn.
- If during the maintenance process a bolt needs to be removed from a part or parts, it will be necessary to apply a drop of liquid thread lock / loctite to the bolt before reinstallation.
- Inspect for missing, worn or broken fasteners. If any missing, worn or broken fasteners are found, refer to the installation instructions for proper replacement fastener. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Castings

- Inspect the aluminum castings to insure they are properly secured to the component.
- Visually inspect the castings for cracks or breakage. If any damage is detected, barricade the equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Welds

- Inspect all welded joints. If any broken welds are detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Finish

- Inspect metal parts for finish damage.
To repair painted surfaces, sand damaged area with sandpaper and wipe clean. Mask area and paint with primer and allow to dry. Paint primed area with color-matching paint and allow to dry. Recoat area with color-matching paint if required. Drying time is approximately 8 hours between coats.

Replacement Parts

- Refer to your installation instructions to obtain replacement part number.
- Contact your sales representative or call Playworld Systems' Customer Service for a replacement part.

Equipment Maintenance

Playworld Systems®

Model XX0258

Toddler Swing Add On Beam



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Inspection Form

Preventive Maintenance

... for Safety's Sake!

- Be sure that you are using a copy of this Inspection Form and not your original.
- Use the Inspection Codes listed below and record condition of equipment at time of examination on the Inspection Checklist.
- Document any item from the Inspection Checklist that will require maintenance along with any corrective action on the Maintenance Schedule.
- Be sure to include appropriate dates and signatures on each section to properly document maintenance procedure.

INSPECTION CHECKLIST

	Frequency	Inspection Code	Date	Date Repairs Completed
Inspect for loose, missing, worn, or broken fasteners.	High			
Inspect clamps and hangers for tightness and damage.	High			
Inspect metal parts for structural and finish damage.	Medium			

Inspection Codes
P = Pass F = Fail
NA = Not Applicable

Inspector: Name (Please Print) _____ Signature: _____ Date: ___ / ___ / ___

MAINTENANCE SCHEDULE

Item in Question	Description of Problem	Corrective Action	Date

Repairer: Name (Please Print) _____ Signature: _____ Date: ___ / ___ / ___



Esther Beach Phase 2 Volume Computations

City of Madison, WI Parks Div

Date Revised: 9/22/2016

APPENDIX 4: DESIGN COMPUTATIONS

Derived from more detailed spreadsheet available from Parks Div

Computation Summary

Positive volumes are cuts (material available), negative volumes are fills (material needed)

Row Labels	Sum of Unfactored volume (cu yd)
(placeholder volume)	6.8
Asphalt Other Excavate	30.8
Asphalt Parking Excavate	36.4
Asphalt Parking Place	-49.0
Asphalt Path Place	-4.3
Boat Ramp Excavate	20.0
Clear Stone (under steps) Place	-24.0
Concrete Flume Excavate	1.7
Curb Parking Place (placeholder volume)	-14.5
Curb Street Excavate	4.9
Curb Street Place	-4.9
Existing Storm Inlet Curb Excavate	0.5
Gravel Other Excavate	98.4
Gravel Parking Excavate	20.3
Gravel Parking Place	-320.5
Gravel Path Place	-14.3
Landscape Stone Excavate	3.1
Play Border Place	-1.2
Play Surface Excavate	26.3
Play Surface Place	-32.0
Retaining Wall Place (placeholder volume)	-10.6
Riprap Excavate	36.7
Riprap Place	-136.9
Shore Steps Place (placeholder volume)	-14.4
Sidewalk Excavate	2.0
Subsoil Excavate	273.8
Subsoil Place	-550.8
Topsoil Excavate	280.0
Topsoil Place	-470.4
Beach Sand (placeholder volume)	-17.5
Grand Total	-823.6

Reorganized into bid table items

Bid Item	Quantity	Units	Relation to Table Above
20101 Excavation Cut	826.4	CY	= Asphalt Other Excavate + Asphalt Parking Excavate + Boat Ramp Excavate + Existing Storm Inlet Curb Excavate + Gravel Other Excavate + Gravel Parking Excavate+ Landscape Stone Excavate + Play Surface Excavate + Riprap Excavate + Subsoil Excavate+ Topsoil Excavate
20201 Fill	277.0	CY	= (Subsoil Place + Subsoil Excavate)*-1
20221 Topsoil	2816.5	SY	= (Topsoil Place)/-.167 (6-inch depth)
40102 Crushed Aggregate Base Course Gradation No. 2	669.6	tons	= (Gravel Path Place + Gravel Parking Place) * -2 ton/cubic yard
40201 HMA Pavement Type E-0.3	115.1	tons	= ((Asphalt Path Place) + (Asphalt Parking Place))* -2.16 ton/cubic yard

Esther Beach Phase 2 Volume Computations

City of Madison, WI Parks Div
Date Revised: 9/15/2016

Notes:
Positive volumes are cuts, negative volumes are fills.
Not all parts of all surface models (Digital Terrain Models) are used for computations or intended for actual construction.

Existing EstherSurv2015-09-10_Comb.dtm "Ex"
Proposed Phase_IL_Pro_17.dtm "Pro"
Intermediate ProPrkgAsphGrade = proposed parking lot asphalt grade extended out through curb (for curb subgrade computations)

Check Volumes by Sort Group

Sort	Grp	Material	Item	From Surface Model	To Surface Model	area (sq ft)	depth (ft)	Unfactored volume (cu ft)	Unfactored volume (cu yd)	Expansion Factor (%)	Factored (Uncompacted) Volume (cu yd)	Unique areas	Sort	Unfactored volume (cu ft)	Net Ex to Pro (cu ft)	Difference
1.1	Asphalt Other to Grass	Asphalt Other Excavate	Remove 2.5in asphalt	n/a	n/a	3969	0.21	827	30.6	0%	30.6	3969	1	58	57	1
1.2	Asphalt Other to Grass	Gravel Other Excavate	Remove 8in gravel base	n/a	n/a	3969	0.67	2646	98.0	0%	98.0					
1.3	Asphalt Other to Grass	Subsoil Excavate	Cut subsoil to proposed subgrade	Ex-10.5in	Pro-6in	3969	varies	54	2.0	0%	2.0					
1.4	Asphalt Other to Grass	Subsoil Place	Fill subsoil to proposed subgrade	Ex-10.5in	Pro-6in	3969	varies	-598	-22.1	0%	-22.1					
1.5	Asphalt Other to Grass	Subsoil Place	Fill subsoil to proposed subgrade (outside DTM limits)	n/a	n/a	2365	-0.38	-887	-32.8	0%	-32.8					
1.6	Asphalt Other to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	3969	-0.50	-1985	-73.5	0%	-73.5					
2.1	Asphalt Other to Riprap	Asphalt Other Excavate	Remove 2.5in asphalt	n/a	n/a	18	0.21	4	0.1	0%	0.1	18	2	-7	-8	1
2.2	Asphalt Other to Riprap	Gravel Other Excavate	Remove 8in gravel base	n/a	n/a	18	0.67	12	0.4	0%	0.4					
2.3	Asphalt Other to Riprap	Subsoil Excavate	Cut subsoil to proposed riprap subgrade	Ex-10.5in	Pro-36in	18	varies	31	1.1	0%	1.1					
2.4	Asphalt Other to Riprap	Riprap Place	Place Riprap 3ft deep	n/a	n/a	18	-3.00	-54	-2.0	0%	-2.0					
3.1	Asphalt Parking to Asphalt Parking	Asphalt Parking Excavate	Remove 2.5in asphalt	n/a	n/a	4269	0.21	889	32.9	0%	32.9	4269	3	-7277	-7277	0
3.2	Asphalt Parking to Asphalt Parking	Gravel Parking Place	Place gravel base for parking asphalt	Ex-2.5in	Pro-3.5in	4269	varies	-6921	-256.3	0%	-256.3					
3.3	Asphalt Parking to Asphalt Parking	Asphalt Parking Place	Place 3.5in parking lot asphalt	n/a	n/a	4269	-0.29	-1245	-46.1	0%	-46.1					
4.1	Asphalt Parking to Curb	Asphalt Parking Excavate	Remove 2.5in asphalt	n/a	n/a	353	0.21	74	2.7	0%	2.7	353	4	-582	-582	0
4.2	Asphalt Parking to Curb	Gravel Parking Excavate	Remove 8in gravel base	n/a	n/a	353	0.67	235	8.7	0%	8.7					
4.3	Asphalt Parking to Curb	Subsoil Excavate	Cut subsoil to 12in below bottom of proposed curb	Ex-10.5in	ProPrkgAsphGrade-19in	353	varies	34	1.2	0%	1.2					
4.4	Asphalt Parking to Curb	Gravel Parking Place	Place gravel (instead of subsoil) to 12in below bottom of proposed curb	Ex-10.5in	ProPrkgAsphGrade-19in	353	varies	-333	-12.3	0%	-12.3					
4.5	Asphalt Parking to Curb	Gravel Parking Place	Place 12in gravel under curb	n/a	n/a	353	-1.00	-353	-13.1	0%	-13.1					
4.6	Asphalt Parking to Curb	Curb Parking Place (placeholder volume)	Place curb (placeholder volume to balance comps)	ProPrkgAsphGrade-7in	Pro	353	varies	-238	-8.8	0%	-8.8					
4.7	Asphalt Parking to Curb	Curb Parking Place (placeholder volume)	Reduce curb volume for area behind curb filled with topsoil	n/a	n/a	50	1.00	50	1.9	0%	1.9					
4.8	Asphalt Parking to Curb	Topsoil Place	Reduce curb volume for area behind curb filled with topsoil	n/a	n/a	50	-1.00	-50	-1.9	0%	-1.9					
5.1	Asphalt Parking to Grass	Asphalt Parking Excavate	Remove 2.5in asphalt	n/a	n/a	101	0.21	21	0.8	0%	0.8	101	5	-233	-234	0
5.2	Asphalt Parking to Grass	Gravel Parking Excavate	Remove 8in gravel base	n/a	n/a	101	0.67	67	2.5	0%	2.5					
5.3	Asphalt Parking to Grass	Subsoil Place	Place subsoil to 6in below finish grade	Ex-10.5in	Pro-6in	101	varies	-271	-10.0	0%	-10.0					
5.4	Asphalt Parking to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	101	-0.50	-51	-1.9	0%	-1.9					
6.1	Bench Pad NO CHANGE	(placeholder volume)	placeholder volume to balance volume comps	Ex	Pro	31	varies	22	0.8	0%	0.8	31	6	22	22	0
7.1	Boat Ramp to Grass	Boat Ramp Excavate	Excavate boat ramp, assumed 12in thick	n/a	n/a	60	1.00	60	2.2	0%	2.2	60	7	-72	-72	0
7.2	Boat Ramp to Grass	Subsoil Place	Place subsoil	Ex-12in	Pro-6in	60	varies	-102	-3.8	0%	-3.8					
7.3	Boat Ramp to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	60	-0.50	-30	-1.1	0%	-1.1					

Sort	Grp	Material	Item	From Surface Model	To Surface Model	area (sq ft)	depth (ft)	Unfactored volume (cu ft)	Unfactored volume (cu yd)	Expansion Factor (%)	Factored (Uncompacted) Volume (cu yd)	Unique areas	Sort	Unfactored volume (cu ft)	Net Ex to Pro (cu ft)	Difference
8.1	Boat Ramp to LakeBed	Boat Ramp Excavate	Excavate boat ramp, assumed 12in thick	n/a	n/a	218	1.00	218	8.1	0%	8.1	218	8	84	84	0
8.2	Boat Ramp to LakeBed	(placeholder volume)	placeholder volume to balance volume comps	Ex-12in	Pro	218	varies	-134	-5.0	0%	-5.0					
9.1	Boat Ramp to Riprap	Boat Ramp Excavate	Excavate boat ramp, assumed 12in thick	n/a	n/a	227	1.00	227	8.4	0%	8.4	227	9	-186	-185	-1
9.2	Boat Ramp to Riprap	Subsoil Excavate	Cut subsoil to proposed Riprap subgrade	Ex-12in	Pro-36in	227	varies	268	9.9	0%	9.9					
9.3	Boat Ramp to Riprap	Riprap Place	Place Riprap 3ft deep	n/a	n/a	227	-3.00	-681	-25.2	0%	-25.2					
10.1	Boat Ramp to Shore Steps	Boat Ramp Excavate	Excavate boat ramp, assumed 12in thick	n/a	n/a	36	1.00	36	1.3	0%	1.3	36	10	-40	-38	-2
10.2	Boat Ramp to Shore Steps	Subsoil Excavate	Cut subsoil to proposed step subgrade	Ex-12in	Pro-48in	36	varies	68	2.5	0%	2.5					
10.3	Boat Ramp to Shore Steps	Clear Stone (under steps) Place	Place 3in clear stone for shore steps	n/a	n/a	36	-2.50	-90	-3.3	0%	-3.3					
10.4	Boat Ramp to Shore Steps	Shore Steps Place (placeholder volume)	Place limestone steps (placeholder volume to balance volume comps)	n/a	n/a	36	-1.50	-54	-2.0	0%	-2.0					
11.1	Concrete Flume to Grass	Concrete Flume Excavate	Excavate concrete flume, assumed 12in thick	n/a	n/a	45	1.00	45	1.7	0%	1.7	45	11	-65	-65	1
11.2	Concrete Flume to Grass	Subsoil Place	Place subsoil	Ex-12in	Pro-6in	45	varies	-87	-3.2	0%	-3.2					
11.3	Concrete Flume to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	45	-0.50	-23	-0.8	0%	-0.8					
12.1	Storm Curb to Grass	Existing Storm Inlet Curb Excavate	Remove curb around storm sewer	n/a	n/a	7	2.00	14	0.5	0%	0.5	7	12	-14	-13	-1
12.2	Storm Curb to Grass	Subsoil Place	Place subsoil	Ex-24in	Pro-6in	7	varies	-24	-0.9	0%	-0.9					
12.3	Storm Curb to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	7	-0.50	-4	-0.1	0%	-0.1					
13.1	Grass to Asphalt Parking	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	141	0.33	47	1.7	0%	1.7	141	13	-182	-183	1
13.2	Grass to Asphalt Parking	Gravel Parking Place	Place gravel base for parking asphalt	Ex-4in	Pro-3.5in	141	varies	-188	-7.0	0%	-7.0					
13.3	Grass to Asphalt Parking	Asphalt Parking Place	Place 3.5in parking lot asphalt	n/a	n/a	141	-0.29	-41	-1.5	0%	-1.5					
14.1	Grass to Asphalt Path	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	619	0.33	206	7.6	0%	7.6	619	14	-1005	-1004	-1
14.2	Grass to Asphalt Path	Subsoil Place	Place subsoil	Ex-4in	Pro-12in	619	varies	-592	-21.9	0%	-21.9					
14.3	Grass to Asphalt Path	Gravel Path Place	Place 9in gravel path base, out 6in from asphalt edge	n/a	n/a	619	-0.75	-464	-17.2	0%	-17.2					
14.4	Grass to Asphalt Path	Asphalt Path Place	Place 3in path asphalt	n/a	n/a	551	-0.25	-138	-5.1	0%	-5.1					
14.5	Grass to Asphalt Path	Topsoil Place	Place 3in topsoil on 6in wide gravel edges	n/a	n/a	68	-0.25	-17	-0.6	0%	-0.6					
15.1	Grass to Curb	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	528	0.33	176	6.5	0%	6.5	528	15	-660	-678	18
15.2	Grass to Curb	Subsoil Excavate	Cut subsoil to 12in below bottom of proposed curb	Ex-4in	ProPrkgA sphGrade-19in	528	varies	255	9.4	0%	9.4					
15.3	Grass to Curb	Gravel Parking Place	Place gravel (instead of subsoil) to 12in below bottom of proposed curb	Ex-4in	ProPrkgA sphGrade-19in	528	varies	-142	-5.2	0%	-5.2					
15.4	Grass to Curb	Gravel Parking Place	Place 12in gravel under curb	n/a	n/a	528	-1.00	-528	-19.6	0%	-19.6					
15.5	Grass to Curb	Curb Parking Place (placeholder volume)	Place curb (placeholder volume to balance comps)	ProPrkgAs phGrade-7in	Pro	528	varies	-421	-15.6	0%	-15.6					
15.6	Grass to Curb	Curb Parking Place (placeholder volume)	Reduce curb volume for area behind curb filled with topsoil	n/a	n/a	244	1.00	244	9.0	0%	9.0					
15.7	Grass to Curb	Topsoil Place	Reduce curb volume for area behind curb filled with topsoil	n/a	n/a	244	-1.00	-244	-9.0	0%	-9.0					
16.1	Grass to Grass	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	18881	0.33	6294	233.1	0%	233.1	18881	16	-8777	-8778	2
16.2	Grass to Grass	Subsoil Excavate	Cut subsoil to proposed subgrade	Ex-4in	Pro-6in	18881	varies	2949	109.2	0%	109.2					
16.3	Grass to Grass	Subsoil Excavate	Cut subsoil to proposed subgrade (outside proposed DTM)	n/a	n/a	326	0.17	54	2.0	0%	2.0					
16.4	Grass to Grass	Subsoil Place	Fill subsoil to proposed subgrade	Ex-4in	Pro-6in	18881	varies	-8633	-319.7	0%	-319.7					
16.5	Grass to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	18881	-0.50	-9441	-349.6	0%	-349.6					
17.1	Grass to PlaySurface	(placeholder volume)	Soil already placed to subgrade by Phase 1A	Ex	Pro	862	varies	-1370	-50.7	0%	-50.7	862	17	-1370	-1370	0
17.2	Grass to PlaySurface	Subsoil Excavate	Cut subsoil to proposed subgrade	n/a	n/a	862	1.00	862	31.9	0%	31.9					

Sort	Grp	Material	Item	From Surface Model	To Surface Model	area (sq ft)	depth (ft)	Unfactored volume (cu ft)	Unfactored volume (cu yd)	Expansion Factor (%)	Factored (Uncompacted) Volume (cu yd)	Unique areas	Sort	Unfactored volume (cu ft)	Net Ex to Pro (cu ft)	Difference
17.3	Grass to PlaySurface	Play Surface Place	Place play surface	n/a	n/a	862	-1.00	-862	-31.9	0%	-31.9					
18.1	Grass to PlayBorder	(placeholder volume)	Soil already placed to subgrade by Phase 1A	Ex	Pro	40	varies	-61	-2.3	0%	-2.3	40	18	-61	-61	0
18.2	Grass to PlayBorder	Subsoil Excavate	Cut subsoil to proposed subgrade	n/a	n/a	40	1.00	40	1.5	0%	1.5					
18.3	Grass to PlayBorder	Play Border Place	Place playground border timbers	n/a	n/a	40	-1.00	-40	-1.5	0%	-1.5					
19.1	Grass to Retaining Wall	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	55	0.33	18	0.7	0%	0.7	55	19	-53	-52	-1
19.2	Grass to Retaining Wall	Subsoil Excavate	Cut subsoil to proposed subgrade	Ex-4in	851.5	55	varies	70	2.6	0%	2.6					
19.3	Grass to Retaining Wall	Retaining Wall Place (placeholder volume)	Place retaining wall (placeholder volume to balance volume comps)	851.5	Pro	55	varies	-141	-5.2	0%	-5.2					
20.1	Grass to Riprap	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	546	0.33	182	6.7	0%	6.7	546	20	352	353	-1
20.2	Grass to Riprap	Subsoil Excavate	Cut subsoil to proposed Riprap subgrade	Ex-4in	Pro-36in	546	varies	1808	67.0	0%	67.0					
20.3	Grass to Riprap	Riprap Place	Place Riprap 3ft deep	n/a	n/a	546	-3.00	-1638	-60.7	0%	-60.7					
21.1	Grass to Shore Steps	Topsoil Excavate	Strip 4in topsoil	n/a	n/a	55	0.33	18	0.7	0%	0.7	55	21	23	22	1
21.2	Grass to Shore Steps	Subsoil Excavate	Cut subsoil to proposed step subgrade	Ex-12in	Pro-48in	55	varies	225	8.3	0%	8.3					
21.3	Grass to Shore Steps	Clear Stone (under steps) Place	Place 3in clear stone for shore steps	n/a	n/a	55	-2.50	-138	-5.1	0%	-5.1					
21.4	Grass to Shore Steps	Shore Steps Place (placeholder volume)	Place limestone steps (placeholder volume to balance volume comps)	n/a	n/a	55	-1.50	-83	-3.1	0%	-3.1					
22.1	Gravel to Asphalt Parking	Gravel Parking Excavate	Remove 10.5in gravel	n/a	n/a	14	0.88	12	0.5	0%	0.5	14	22	-35	-34	-1
22.2	Gravel to Asphalt Parking	Gravel Parking Place	Place gravel base for parking asphalt	Ex-10.5in	Pro-3.5in	14	varies	-43	-1.6	0%	-1.6					
22.3	Gravel to Asphalt Parking	Asphalt Parking Place	Place 3.5in parking lot asphalt	n/a	n/a	14	-0.29	-4	-0.2	0%	-0.2					
23.1	Gravel to Curb	Gravel Parking Excavate	Remove 10.5in gravel	n/a	n/a	45	0.88	39	1.5	0%	1.5	45	23	-108	-109	1
23.2	Gravel to Curb	Gravel Parking Place	Place gravel (instead of subsoil) to 12in below bottom of proposed curb	Ex-10.5in	ProPrkgA sphGrade 19in	45	varies	-67	-2.5	0%	-2.5					
23.3	Gravel to Curb	Gravel Parking Place	Place 12in gravel under curb	n/a	n/a	45	-1.00	-45	-1.7	0%	-1.7					
23.4	Gravel to Curb	Curb Parking Place (placeholder volume)	Place curb (placeholder volume to balance comps)	ProPrkgAs phGrade-7in	Pro	45	varies	-35	-1.3	0%	-1.3					
23.5	Gravel to Curb	Curb Parking Place (placeholder volume)	Reduce curb volume for area behind curb filled with topsoil	n/a	n/a	17	1.00	17	0.6	0%	0.6					
23.6	Gravel to Curb	Topsoil Place	Reduce curb volume for area behind curb filled with topsoil	n/a	n/a	17	-1.00	-17	-0.6	0%	-0.6					
24.1	Gravel to Grass	Gravel Parking Excavate	Remove 10.5in gravel	n/a	n/a	196	0.88	172	6.4	0%	6.4	196	24	-456	-456	1
24.2	Gravel to Grass	Subsoil Place	Fill subsoil to proposed subgrade	Ex-10.5in	Pro-6in	196	varies	-529	-19.6	0%	-19.6					
24.4	Gravel to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	196	-0.50	-98	-3.6	0%	-3.6					
25.1	LakeBed to LakeBed	(placeholder volume)	placeholder volume to balance volume comps	n/a	n/a	675	varies	295	10.9	0%	10.9	675	25	295	295	0
26.1	LakeBed to Riprap	Subsoil Excavate	Cut subsoil to proposed Riprap subgrade	Ex	Pro-36in	7	varies	20	0.7	0%	0.7	7	26		-1	1
26.2	LakeBed to Riprap	Riprap Place	Place Riprap 3ft deep	n/a	n/a	7	-3.00	-21	-0.8	0%	-0.8					
27.1	LakeBed to Shore Steps	Subsoil Excavate	Cut subsoil to proposed step subgrade	Ex	Pro-48in	67	varies	253	9.4	0%	9.4	67	27	-15	-13	-2
27.2	LakeBed to Shore Steps	Clear Stone (under steps) Place	Place 3in clear stone for shore steps	n/a	n/a	67	-2.50	-168	-6.2	0%	-6.2					
27.3	LakeBed to Shore Steps	Shore Steps Place (placeholder volume)	Place limestone steps (placeholder volume to balance volume comps)	n/a	n/a	67	-1.50	-101	-3.7	0%	-3.7					
28.1	Landscape Stone to Grass	Landscape Stone Excavate	Excavate assumed 6in landscape stone (small rocks)	n/a	n/a	17	0.50	9	0.3	0%	0.3	17	28	0	-1	1
28.2	Landscape Stone to Grass	Subsoil Excavate	cut subsoil to proposed subgrade	Ex-6in	Pro-6in	17	varies	1	0.0	0%	0.0					
28.3	Landscape Stone to Grass	Subsoil Place	Fill subsoil to proposed subgrade	Ex-6in	Pro-6in	17	varies	-1	-0.1	0%	-0.1					
28.4	Landscape Stone to Grass	Topsoil Place	Place 6+ in topsoil	n/a	n/a	17	-0.50	-9	-0.3	0%	-0.3					
29.1	Landscape Stone to Riprap	Landscape Stone Excavate	Excavate assumed 6in landscape stone (small rocks)	n/a	n/a	114	0.50	57	2.1	0%	2.1	114	29	187	187	0

Sort	Grp	Material	Item	From Surface Model	To Surface Model	area (sq ft)	depth (ft)	Unfactored volume (cu ft)	Unfactored volume (cu yd)	Expansion Factor (%)	Factored (Uncompacted) Volume (cu yd)	Unique areas	Sort	Unfactored volume (cu ft)	Net Ex to Pro (cu ft)	Difference
29.2	Landscape Stone to Riprap	Subsoil Excavate	Cut subsoil to proposed Riprap subgrade	Ex-6in	Pro-36in	114	varies	472	17.5	0%	17.5					
29.3	Landscape Stone to Riprap	Riprap Place	Place Riprap 3ft deep	n/a	n/a	114	-3.00	-342	-12.7	0%	-12.7					
30.1	Landscape Stone to Shore Steps	Landscape Stone Excavate	Excavate assumed 6in landscape stone (small rocks)	n/a	n/a	38	0.50	19	0.7	0%	0.7	38	30	36	34	2
30.2	Landscape Stone to Shore Steps	Subsoil Excavate	Cut subsoil to proposed step subgrade	Ex-6in	Pro-48in	38	varies	169	6.3	0%	6.3					
30.3	Landscape Stone to Shore Steps	Clear Stone (under steps) Place	Place 3in clear stone for shore steps	n/a	n/a	38	-2.50	-95	-3.5	0%	-3.5					
30.4	Landscape Stone to Shore Steps	Shore Steps Place (placeholder volume)	Place limestone steps (placeholder volume to balance volume comps)	n/a	n/a	38	-1.50	-57	-2.1	0%	-2.1					
31.1	Play Surface to Grass	Play Surface Excavate	Excavate pea gravel play surface, assumed 17in depth	n/a	n/a	502	1.42	711	26.3	0%	26.3	502	31	-308	-308	0
31.2	Play Surface to Grass	Subsoil Place	Fill subsoil to proposed subgrade	Ex-17in	Pro-6in	502	varies	-768	-28.4	0%	-28.4					
31.3	Play Surface to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	502	-0.50	-251	-9.3	0%	-9.3					
32.1	Riprap to Grass	Riprap Excavate	Excavate assumed 36in riprap	n/a	n/a	16	3.00	48	1.8	0%	1.8	16	32	-9	-8	-1
32.2	Riprap to Grass	Subsoil Place	Fill subsoil to proposed subgrade	Ex-36in	Pro-6in	16	varies	-49	-1.8	0%	-1.8					
32.3	Riprap to Grass	Topsoil Place	Place 6in topsoil	n/a	n/a	16	-0.50	-8	-0.3	0%	-0.3					
33.1	Riprap to Riprap	Riprap Excavate	Excavate assumed 36in riprap	n/a	n/a	251	3.00	753	27.9	0%	27.9	251	33	177	177	0
33.2	Riprap to Riprap	Subsoil Excavate	Cut subsoil to proposed Riprap subgrade	Ex-36in	Pro-36in	251	varies	194	7.2	0%	7.2					
33.3	Riprap to Riprap	Subsoil Place	Fill subsoil to proposed Riprap subgrade	Ex-36in	Pro-36in	251	varies	-17	-0.6	0%	-0.6					
33.4	Riprap to Riprap	Riprap Place	Place Riprap 3ft deep	n/a	n/a	251	-3.00	-753	-27.9	0%	-27.9					
34.1	Riprap to Shore Steps	Riprap Excavate	Excavate assumed 36in riprap	n/a	n/a	63	3.00	189	7.0	0%	7.0	63	34	77	76	1
34.2	Riprap to Shore Steps	Subsoil Excavate	Cut subsoil to proposed Riprap subgrade	Ex-36in	Pro-48in	63	varies	141	5.2	0%	5.2					
34.3	Riprap to Shore Steps	Subsoil Place	Fill subsoil to proposed Riprap subgrade	Ex-36in	Pro-48in	63	varies	-1	0.0	0%	0.0					
34.4	Riprap to Shore Steps	Clear Stone (under steps) Place	Place 3in clear stone for shore steps	n/a	n/a	63	-2.50	-158	-5.8	0%	-5.8					
34.5	Riprap to Shore Steps	Shore Steps Place (placeholder volume)	Place limestone steps (placeholder volume to balance volume comps)	n/a	n/a	63	-1.50	-95	-3.5	0%	-3.5					
35.1	Sidewalk to Asphalt Parking	Sidewalk Excavate	Remove sidewalk assumed 5in depth	n/a	n/a	113	0.42	47	1.7	0%	1.7	113	35	14	15	-1
35.2	Sidewalk to Asphalt Parking	Gravel Parking Excavate	Remove assumed 2in gravel base	n/a	n/a	113	0.17	19	0.7	0%	0.7					
35.3	Sidewalk to Asphalt Parking	Gravel Parking Place	Place gravel base for parking asphalt	Ex-7in	Pro-3.5in	113	varies	-19	-0.7	0%	-0.7					
35.4	Sidewalk to Asphalt Parking	Asphalt Parking Place	Place 3.5in parking lot asphalt	n/a	n/a	113	-0.29	-33	-1.2	0%	-1.2					
36.1	Sidewalk to Curb	Sidewalk Excavate	Remove sidewalk assumed 5in depth	n/a	n/a	14	0.42	6	0.2	0%	0.2	14	36	1	2	-1
36.2	Sidewalk to Curb	Gravel Parking Excavate	Remove assumed 2in gravel base	n/a	n/a	14	0.17	2	0.1	0%	0.1					
36.3	Sidewalk to Curb	Subsoil Excavate	Cut subsoil to 12in below bottom of proposed curb	Ex-7in	ProPrkgAsphGrade19in	14	varies	15	0.6	0%	0.6					
36.4	Sidewalk to Curb	Gravel Parking Place	Place 12in gravel under curb	n/a	n/a	14	-1.00	-14	-0.5	0%	-0.5					
36.5	Sidewalk to Curb	Curb Parking Place (placeholder volume)	Place curb (placeholder volume to balance comps)	ProPrkgAsphGrade7in	Pro	14	varies	-8	-0.3	0%	-0.3					
37.1	Curb Cut to Curb	Curb Street Excavate	Excavate existing street curb cuts	n/a	n/a	133	1.00	133	4.9	0%	4.9	133	37	0	0	0
37.2	Curb Cut to Curb	Curb Street Place	Place street curb	n/a	n/a	133	-1.00	-133	-4.9	0%	-4.9					

TOTALS -20187 -747.7 -747.7

33326

Check: Entire area volume existing to proposed (NW rain garden area excluded) -20194 cu ft
Difference 7 cu ft

Total area (DTM, less NW rain garden area, include street curb areas outside DTM) 33306 sq ft
Sum of polygons 33326 sq ft
Difference 20 sq ft