

Contract Routing Form

ROUTING: Routine

printed on: 01/09/2017

Contract between: R.G. Huston Co., Inc.  
 and Dept. or Division: Engineering Division  
 Name/Phone Number:

Project: Wheeler at Bonner - Cherokee Pond

Contract No.: 7815  
 Enactment No.: RES-17-00020  
 Dollar Amount: 615,191.88

File No.: 45355  
 Enactment Date: 01/06/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1-9-17	1/9/17
Director of Civil Rights	1-10-17	2-1-17
Risk Manager	2-2-17	2/2/17
Finance Director	2-2-17	2-2-17 new
City Attorney	114 2-2-17	2-3-17
Mayor	2.3.17	

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

Original + 2 Copies

01/09/2017 15:46:06 enjls - Sally Swenson, 266-4862

Dis Rights: OK / ~~N/A~~ / Problem - Hold  
 Prev Wage: ~~AA~~ / Agency / No  
 Contract Value: \_\_\_\_\_  
 AA Plan: Approved  
 Amendment / Addendum # \_\_\_\_\_  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / ~~EW~~ / Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 45355      **Version:** 1      **Name:** Awarding Public Works Contract No. 7815, Wheeler at Bonner - Cherokee Pond.

**Type:** Resolution      **Status:** Passed

**File created:** 12/5/2016      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 1/3/2017      **Final action:** 1/3/2017

**Enactment date:** 1/6/2017      **Enactment #:** RES-17-00020

**Title:** Awarding Public Works Contract No. 7815, Wheeler at Bonner - Cherokee Pond.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7815.pdf

Date	Ver.	Action By	Action	Result
1/3/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
12/14/2016	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
12/5/2016	1	Engineering Division	Refer	

In the adopted 2017 capital budget the Stormwater Utility has budgeted \$300,000 and a reauthorization of \$529,000 for the repair and construction of Stormwater detention and retention basins via the Stormwater Basins program (MUNIS 10341). The minor project for the basin at Cherokee Pond basin at Wheeler Rd and Bonner Ln. is established with sufficient budget authority for the proposed work. Funding is provided by Non-General Fund borrowing.

The proposed resolution awards the contract at a total estimated cost of \$664,410.

MUNIS:  
10848-84-174-84400:91223

Awarding Public Works Contract No. 7815, Wheeler at Bonner - Cherokee Pond.  
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7815) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 7815  
WHEELER AT BONNER – CHEROKEE POND

R.G. HUSTON CO., INC.

\$615,191.88

Acct. No. 10848-84-174-84400:91223  
Contingency 8%±

\$615,191.88  
49,218.12

GRAND TOTAL

\$664,410.00

**SBS** License Services  
 NAIC National Association of Insurance Commissioners  
 Wisconsin Office of the Commissioner of Insurance  
**WISCONSIN** Office of the Commissioner of Insurance

## Wisconsin Office of the Commissioner of Insurance Active Company Appointment List for Licensee

**Agent Information**

**Licensee Name:** DENNIS M BARTON  
**License Number:** 0000283633  
**NPN:** 283633  
**Report Date:** 12/29/2016

### Active Appointments

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
American Insurance Company, The	110897	21857	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1987
American Insurance Company, The	110897	21857	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1987
Berkley Insurance Company	111809	32603	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/19/2013
Berkley Regional Insurance Company	110272	29580	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/05/2008
Berkley Regional Insurance Company	110272	29580	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/05/2008
Capitol Indemnity Corporation	112048	10472	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/29/1994
Capitol Indemnity Corporation	112048	10472	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/29/1994
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/27/1993
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/27/1993
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/01/2004
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/01/2004
Guarantee Company of North America USA, The	110939	36650	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/09/2010
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/12/2004
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/12/2004
LM Insurance Corporation	110356	33600	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009

Liberty Mutual Fire Insurance Company	111439	23035	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/12/2004
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/12/2004
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/18/1990
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/18/1990
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/18/1990
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/18/1990
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
St. Paul Fire and Marine Insurance Company	111945	24767	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/09/1998
St. Paul Fire and Marine Insurance Company	111945	24767	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/09/1998
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/15/1993
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/15/1993
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/15/1993
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/15/1993
Travelers Home and Marine Insurance Company, The	111583	27998	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/11/2007
Travelers Home and Marine Insurance Company, The	111583	27998	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/11/2007
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/28/2010

Close

\$615,191.88  
FILE

BID OF R. G. HUSTON CO., INC.

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WHEELER AT BONNER – CHEROKEE POND

CONTRACT NO. 7815

MUNIS NO. 10848

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JANUARY 3, 2017

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WHEELER AT BONNER - CHEROKEE POND  
CONTRACT NO. 7815**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: ss

## 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:	WHEELER AT BONNER - CHEROKEE POND
CONTRACT NO.:	7815
SBE GOAL	10%
BID BOND	5%
PRE BID MEETING (1:30 P.M.)	Nov. 29, 2016
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	Nov. 28, 2016
BID SUBMISSION (1:00 P.M.)	Dec. 2, 2016
BID OPEN (1:30 P.M.)	Dec. 2, 2016
PUBLISHED IN WSJ	11/18/16 & 11/25/16

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](http://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](http://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](http://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](http://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](http://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](http://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/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.cfm).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 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.



## SECTION D: SPECIAL PROVISIONS

### WHEELER AT BONNER - CHEROKEE POND CONTRACT NO. 7815

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

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

#### SECTION 102.9: BIDDER'S UNDERSTANDING

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

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

#### SECTION 102.10: PREVAILING WAGE

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

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

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

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

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

#### SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO

as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- B. Requirements.** For the duration of this Contract, the Contractor shall:
1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
  2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
  3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
  4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
  5. Comply with all other provisions of Sec. 39.08, MGO.
- C. Exemptions:** This section shall not apply when:
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

## **SECTION 104                    SCOPE OF WORK**

This contract and associated plan set describes the work necessary to construct a stormwater pond within Cherokee Park, north of the intersection of Wheeler Road and Bonner Lane. The work will include tree clearing and site preparation, excavation of the pond, placement of a clay liner, and final stabilization and restoration of the site. This contract also includes the completion of a wetland scrape immediately north of the pond.

## **SECTION 104.4                INCREASE OR DECREASE QUANTITIES**

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. If the actual quantities vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction, no additional compensation shall be given for increasing or decreasing quantities.

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

## **SECTION 105.12      COOPERATION OF THE CONTRACTOR**

The City is not aware of any other projects occurring in the immediate vicinity of the project.

The City is aware of two utilities on site: an MG&E electric line and a City sanitary sewer main. The sanitary sewer main is approximately 15-20 feet deep, and will not be impacted by construction.

The MG&E electric line has an above ground and below ground section, both of which are in conflict with project grading. MG&E will relocate the line prior to construction, provided weather conditions permit this. If not, the Contractor shall coordinate with MG&E to accommodate this relocation.

City of Madison Parks staff will stake the wetland scrape limits in the field. The Contractor shall coordinate this work with Paul Quinlan, the Parks Conservation Resources Supervisor. Mr. Quinlan will also approve all final restoration work, including within the wetland scrape, for the pond, and along all access routes. Mr. Quinlan can be reached at [pquinlan@cityofmadison.com](mailto:pquinlan@cityofmadison.com) or 267-4918.

## **SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

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

## **SECTION 108.2      PERMITS**

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

- Army Corps of Engineers Permit Letter of Permission – See Attached Permit Conditions
- WI-DNR Chapter 30 Permit – See Attached Permit Conditions
- WI-DNR WRAPP Notice of Intent
- City of Madison Erosion Control and Stormwater Management Permit

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

- Wisconsin DNR Dewatering

All permit costs shall be considered incidental to the Site Dewatering bid item for the contract.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

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 THE WORK**

The Contractor shall begin work on this project on or before **February 1, 2016**, weather permitting. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

The time of completion shall be **September 15, 2017**. The extended contract period is intended to allow the Contractor adequate time to complete the project if spring weather is unfavorable. Once the Contractor begins work, project shall be continuous without significant breaks in construction.

The Contractor shall be aware that the wetland scrape is not permitted to occur between March 15 and May 15. Pond construction may be conducted during this time. If the Contractor chooses to begin work in the winter, then shut down for spring melt, and resume in the summer, all stabilization required to secure the site for the shut down shall be paid under Bid Item 10911, Mobilization. The Contractor shall submit a shut down plan to the Project Engineer for approval prior to stopping work. With the exception of a spring shut down, the Contractor must work continuously on the project until it is complete. The extended work window is to provide adequate time for weather, but shall not be used to coordinate other project schedules.

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

## **SECTION 109.5      METHODS AND EQUIPMENT**

The Contractor is strongly encouraged to visit the site prior to bidding. Working space and lay down areas are somewhat limited. The Contractor will need to be prepared to manage cut material as it is generated.

### **BID ITEM 10912:      MOBILIZATION**

#### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging is permitted on Wheeler Road, and in areas adjacent to the pond. Staging areas shall be coordinated with the Parks Department during the pre-construction meeting.

The Contractor may access the site via a Parks access road and ski trail. The road begins at the waste oil site at 946 Wheeler Road. Any brushing or limbing required to make the route accessible to construction vehicles shall be completed by the Contractor, with the permission of the Parks Department.

Repair of the access road/ski trail following construction shall be completed by the Contractor as part of this bid item. Parks Conservation staff will determine completion and acceptance of the access road restoration. Restoration shall include repairing or restoring any damage to the route, including regrading any ruts or uneven ground; raking, loosening, or adding topsoil to provide 4"-6" of uncompacted topsoil; placing the appropriate Terrace Seed Mix (sun or shade), and stabilizing disturbed areas with Erosion Control Matting, Class I Urban Type A.

All work, materials, labor, and incidentals required to prepare and restore the access road shall be included in this bid item without measurement thereof.

## **METHOD OF MEASUREMENT**

Mobilization shall be measured as a Lump Sum.

## **BASIS OF PAYMENT**

Mobilization shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

## **BID ITEM 20101:      EXCAVATION CUT**

### **DESCRIPTION**

Work under this item shall include all labor, equipment, materials, and incidentals necessary to excavate to the finish grades as represented by the contours on the plan set, as shown on the cross sections, or as defined in these Special Provisions.

Cut and Fill quantities were calculated using the average end area method. Unless there are significant changes (>10% volume change), the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been applied to the earthwork quantities.

- Cut to finish grades of pond: 28,576 cy
- Additional Cut for clay liner placement: 1,520 cy
- Fill: 417 cy
- Topsoil to be redistributed (6" depth): 1,225 cy
- Excess Cut Hauling and Disposal: (28,576 + 1,520 – 417 – 1,225): 28,454 cy

Where topsoil in the pond area is to be placed below the finish grades shown, the over excavation for the placement of topsoil has been included in the excavation quantity. Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 – Topsoil.

Placement of on-site fill shall be included in this bid item. Excess material generated during pond construction shall hauled off-site and disposed of by the Contractor at a site provided by the Contractor. Hauling and disposal of excess material shall be paid under Bid Item 90040.

If there are substantial changes in the pond grading, City crews shall survey the area and the difference in Excavation Cut over/under the existing terrain shall be calculated on an in-place basis by the Project Engineer.

Excavation quantities required to complete the Wetland Scrape are included in Bid Items 90038, Finish Grading – Wetland Scrape and 90039, Organics Hauling and Disposal.

All on-site stockpiles shall be enclosed with a silt fence paid under Bid Items 21022, Silt Fence – Provide, Install & Maintain; and 21023, Silt Fence – Remove and Restore. No material is permitted to be stockpiled in the floodplain, partially constructed pond, or the wetland area.

## **METHOD OF MEASUREMENT**

Excavation Cut within the limits shown in the plan set, or as defined in these Special Provisions, shall be paid based on the "Plan Quantity" without measurement thereof. The plan quantity was computed using the average end area method, based on cross-sections. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) increase or decrease in quantity.

## **BASIS OF PAYMENT**

Excavation Cut shall be paid at the contract unit price for the work as described above, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to complete this item of work.

## **BID ITEM 20221: TOPSOIL**

### **DESCRIPTION**

This bid item shall include all work, material, equipment, and incidentals required to segregate, stockpile, and redistribute 6 inches of topsoil over disturbed areas that are not below the water level in the pond, or within the wetland scrape area.

- 7,345 sy

It is anticipated that all necessary topsoil to complete this bid item can be generated on-site. The final contours shown on the plan set include 6 inches of topsoil. Grading shall be planned accordingly. No topsoil shall be placed on, or below, the safety bench. No topsoil shall be placed within the wetland scrape limits.

### **METHOD OF MEASUREMENT**

Topsoil shall be measured by the S.Y. based on "Plan Quantity" without measurement thereof. The quantity was determined by measuring the grading limits and subtracting the water surface area, then adding 5% for overage.

## **BASIS OF PAYMENT**

Topsoil shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

## **BID ITEM 20230: HEAVY RIPRAP – GLACIAL FIELD STONE**

### **DESCRIPTION**

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

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

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

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

### **METHOD OF MEASUREMENT**

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

## **BASIS OF PAYMENT**

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

**BID ITEM 20401 & 20402:      CLEARING & GRUBBING (Respectively)**

## **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to clear and grub trees as shown on Sheet C-1. The trees on site have been inventoried by a certified arborist and each tree has been tagged in the field with a blue, metal tag containing an independent identification number. In addition to being shown on the Sheet C-1, trees designated for removal are included at the end of these special provisions and are listed by I.D number. Four trees to be removed were not identified in the field. For measurement purposes, these trees are assumed to be 15 inches in diameter.

Limbing or root cutting performed on trees to remain, shall be completed in accordance with Article 107.13 of the Standard Specifications.

The Contractor shall be responsible for the removal and off-site disposal of all trees, limbs, logs, stumps, and other material generated during tree removal.

## **METHOD OF MEASUREMENT**

Clearing and Grubbing shall each be measured by Inch Diameter based on "Plan Quantity" without measurement thereof. The plan quantity is based on inch diameters listed in the tree inventory. For unidentified trees that are to be removed for construction, a diameter of 15 inches was assumed. If removal of additional trees is required, they shall be measured in the field or by the existing tree inventory and paid per Inch Diameter.

## **BASIS OF PAYMENT**

Clearing and Grubbing shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to clear, grub, haul, and dispose of trees as shown on Sheet C-1.

**BID ITEM 21014:      CLEAR STONE BERM (DITCH CHECK)**

Work under this bid item shall include all work, equipment, and incidentals necessary to install, maintain, and remove a Clear Stone Ditch Check, as shown on Sheet EC-1. The ditch check shall be constructed from Heavy Riprap, Clear Stone, and Geotextile Filter Fabric, Type HR. These materials shall be paid under the appropriate bid items. The Heavy Riprap – Glacial Field Stone may be reused at the outfall. Reused stone shall be paid once for provision.

The ditch check is not necessary after riprap has been placed at the pond outlet, and disturbed areas around the outlet have been stabilized with seed and Erosion Control Matting, Class I Urban Type B.

## **METHOD OF MEASUREMENT**

Clear Stone Berm (Ditch Check) shall be measured per Each unit constructed in the field. Materials used to construct the berm, including Heavy Riprap, Clear Stone, and Geotextile Filter Fabric, shall be paid separately under the appropriate bid items.

## **BASIS OF PAYMENT**

Clear Stone Berm (Ditch Check) shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to construct, maintain, and remove the ditch check.

### **BID ITEM 90030: STORM CONTROL**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow within the channel and pond area for the duration of the project, including any storm sewer rerouting necessary for the sewer installation and pond construction. The Contractor shall take all necessary steps to protect the new and existing structures, as well as grading from damage during construction rain events.

The existing storm channel receives a large amount of water during rain events, including overland flow via streets. The Contractor shall be prepared to manage storm flow and secure construction and grading during rain events.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. Any additional equipment, erosion control devices, stone, etcetera required to manage storm events shall be included with this bid item.

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

#### **METHOD OF MEASUREMENT**

Storm Control shall be measured as a Lump Sum for all storm control necessary throughout construction.

## **BASIS OF PAYMENT**

Storm Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to control storm flows, divert stormwater, and treat stormwater prior to discharge for the duration of the project.

### **BID ITEM 90031: SITE DEWATERING**

#### **DESCRIPTION**

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

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.



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

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

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

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

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

Borings are provided at the end of the Special Provisions to assist the Contractor in determining what methods are required to dewater the site.

#### **METHOD OF MEASUREMENT**

Dewatering shall be measured as a Lump Sum for all dewatering necessary throughout construction.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90032: 6' X 7' STORM SAS W/ INTERNAL WEIR**

#### **DESCRIPTION**

Work under this item includes construction of a new 6' x 7' field poured junction structure, providing and installing two (2) castings (R-1550-0054) setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The structure shall contain an internal weir as shown on Sheet D-1. The 6' x 7' field poured structure shall have steel reinforcement and wall dimensions as described below:

- Roof thickness is increased to 10" in vertical thickness.
- Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this item shall be four thousand (4000) pounds per square inch.

#### **METHOD OF MEASUREMENT**

6' x 7' Storm SAS w/ Internal Weir shall be measured by Each unit constructed in the field and approved by the Construction Engineer or Project Engineer.

#### **BASIS OF PAYMENT**

6' x 7' Storm SAS w/ Internal Weir shall be paid for at the contract unit price, which shall be considered full compensation for construction of the structure described above.

#### **BID ITEM 90033: CONCRETE FLUME**

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to construct concrete flumes that connect the existing curb and gutter and the heavy riprap embankments. This bid item also includes all work, equipment, and materials necessary to make the appropriate curb cuts to accommodate the flumes and stormwater flow from the street.

The flumes shall be constructed as shown on Sheet D-1 and shall include:

- Uniform thickness of at least 10-inch, 3000 p.s.i. concrete
- 6-inch thick layer of crushed aggregate sub-base
- Epoxy coated rebar, #4 shall be placed as shown on Sheet D-1
- Flumes shall be connected to existing curb and gutter by two epoxy-coated, 10-inch, #4 rebar dowels

Concrete mix and installation shall comply with Article 301 of the Standard Specifications. The curb cuts shall be as close to the flow line as possible, without requiring curb replacement.

#### **METHOD OF MEASUREMENT**

Concrete Flume shall be measured by Each unit installed.

#### **BASIS OF PAYMENT**

Concrete Flume shall be paid at the contract unit price, which shall be considered full compensation for construction, including material provision, of an individual concrete flume.

#### **BID ITEM 90034: CLAY LINING PROVISION AND PLACEMENT**

#### **DESCRIPTION**

This item includes all work necessary to provide and place one 8-inch (finish depth) lift of clay in the pond areas below the permanent pool, as shown in the typical sections. Excavation of the in-situ soil to accommodate the clay liner placement is paid under Bid Item 20101 – Excavation Cut. The top of the clay lining shall have a finish grade as shown in the plan set.

The estimated clay quantity was determined by using the average end area method for an 8-inch lens.

- 1,520 cy

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

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

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

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

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

If necessary, the clay liner shall be placed in lifts. The thickness of each lift before compaction shall not exceed the length of the teeth of the footed compactor used.

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

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

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

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

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

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

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

## TESTING AND DOCUMENTATION REQUIREMENTS

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

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

Standard Proctor test:

ASTM D-698 - 1 per 500 cubic yards of clay liner or

Modified Proctor Test

ASTM D-1557 - 1 per 500 cubic yards of clay liner

Field Density Tests

ASTM D-2922, D-2167, D-1556, or D-2937 - 1 test per 100 square foot of clay liner

Atterberg Limit tests

ASTM D-4318 - 1 per 500 cubic yards of clay liner

Grain Size Distribution

ASTM D-422 - 1 per 500 cubic yards of clay liner

Permeability

ASTM D-5084 - 1 per 500 cubic yards of clay liner

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

All test holes shall be backfilled using powdered bentonite mixed with clay soil used in liner construction and compacted by hand tamping. The clay shall be broken down into clods less than ½ inch in diameter. A minimum of 25% of the backfilled test hole volume shall be occupied by powdered bentonite after backfilling.

## METHOD OF MEASUREMENT

Clay Lining Provision and Placement shall be measured by the Cubic Yard based on plan quantity, without measurement thereof. The quantity listed on the Proposal Page was calculated using the average end area method for an 8-inch layer of clay below the permanent water pool elevation (top of safety bench to top of safety bench).

## BASIS OF PAYMENT

Clay Lining Provision and Placement shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90035: POLYMER SETTLING**

## DESCRIPTION

Work under this item shall include provision and proper application of polymer flocculants to settle sediment from stormwater during construction, or within the pond following construction. The selected polymer shall be environmentally benign; harmless to fish, wildlife, and plants; as well as non-toxic and non-combustible at the rate of application specified by the manufacturer. Asphalt based products will not be approved for use. Only products approved for field-testing, and field-tested by WDOT will be approved for use.

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

Polymer shall be applied in conformance with WDNR Storm Water Construction Technical Standard 1051 for Water Application of Polymers. Application shall be completed using conventional hydraulic seeding equipment or dry spreading. Application rates shall be as recommended by the manufacturer and shall meet the approval of the Construction Engineer. In general, rate of application shall be 20 lbs./acre. The surface area of the pond is 1.4 acres.

#### **METHOD OF MEASUREMENT**

Polymer Settling shall be measured by Pounds of material supplied and applied.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90036: TEMPORARY CONSTRUCTION FENCING**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence at the direction of the Construction Engineer, Project Engineer, or Parks staff. The fence will only be placed on an as-needed basis to protect residents from entering the site, or to protect trees.

This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

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

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

#### **METHOD OF MEASUREMENT**

Temporary Construction Fencing shall be measured by the Linear Foot of fence installed, maintained, and removed.

#### **BASIS OF PAYMENT**

Temporary Construction Fencing shall be measured as described above and paid at the contract unit price, which shall be full compensation for providing, placing, maintaining, and removing the fencing.

**BID ITEM 90037: GALVANIZED STEEL GUARD RAIL**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to install two guard rails over the concrete flumes at the grades and dimensions shown on Sheet D-1. A design that accommodates driven vertical posts is the preferred method.

The guard rail shall consist of the following:

- 3 inch O.D., Schedule 40, galvanized steel vertical posts
- 2.5 inch O.D., Schedule 40, galvanized steel horizontal railings
- Type 3 welded connections
- Coring and placing a 3.5 inch O.D., Schedule 40, galvanized steel sleeve within the concrete flume to support the center post

The horizontal rails and members shall be flat or level, as opposed to parallel to the ground surface.

**METHOD OF MEASUREMENT**

Galvanized Steel Guard Rail shall be measured per Linear Foot of rail installed.

**BASIS OF PAYMENT**

Galvanized Steel Guard Rail shall be measured as described above and paid at the contract unit price, which shall be full compensation for providing, placing, maintaining, and removing the fencing.

**BID ITEM 90038: FINISH GRADING – WETLAND SCRAPE**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to complete a wetland scrape as shown in the plan set. The first step of the scrape will include removing a mat of 8-12 inch thick reed canary sod from the scrape boundaries, which will be marked in the field by Parks Conservation staff. The wetland scrape limits depicted in the plan set are approximate. This material shall be hauled off site and disposed of by the Contractor. Organics Hauling and Disposal shall be paid separately. On-site reuse of this material shall not be permitted.

Following organics removal, the Contractor shall grade the scrape area to generally drain eastward to the outlet pipes. The slope should generally be about 0.5% to 1%, but exact grades are not necessary. Small depressions or mounds are acceptable, if not preferred for final grading.

The Contractor shall not remove or damage trees within the wetland scrape limits. If necessary, grading near trees shall be completed with small equipment or hand tools. The scrape edges shall be graded to meet existing ground at no steeper than a 4:1 (h:v) slope.

Finally, the topsoil shall be THOROUGHLY raked or loosened. Compacted soil will not be approved for payment.

The Contractor shall coordinate with Parks Conservation staff, or Paul Quinlan (267-4918 or [pquinlan@cityofmadison.com](mailto:pquinlan@cityofmadison.com)) to determine the need for mulch placement. The Contractor shall assume the area is to require mulch placement. Parks may elect to not place mulch at the time of construction.

**METHOD OF MEASUREMENT**

Finish Grading – Wetland Scrape shall be measured per Square Yard.

## **BASIS OF PAYMENT**

Finish Grading – Wetland Scrape shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing the wetland scrape as described above.

## **BID ITEM 90039: ORGANICS HAULING AND DISPOSAL**

### **DESCRIPTION**

This bid item shall include all work, materials, labor and incidentals necessary to segregate, load, haul and dispose of the organic material generated by the wetland scrape. Disposal shall be at a location chosen by the Contractor.

Material shall be hauled in appropriate vehicles that, if necessary, prevent loss of vegetation, or leaks from saturated material.

### **METHOD OF MEASUREMENT**

Organics Hauling and Disposal shall be measured per Cubic Yard of material. Prior to beginning hauling activities, the Contractor and Construction Engineer shall agree on an average truck yardage, and quantities shall be measured by counting full vehicles leaving the site.

### **BASIS OF PAYMENT**

Organics Hauling and Disposal shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.

## **BID ITEM 90040: EXCESS CUT HAULING AND DISPOSAL**

### **DESCRIPTION**

This bid item shall include all work, materials, labor and incidentals necessary to segregate, load, haul and dispose of excess cut generated during pond construction. The location of disposal and appropriate reuse of the material shall be the responsibility of the Contractor.

Material shall be hauled in appropriate vehicles that, if necessary, prevent loss of material, or leaks from saturated material.

- Cut to finish grades of pond: 28,576 cy
- Additional Cut for clay liner placement: 1,520 cy
- Fill: 417 cy
- Topsoil to be redistributed (6" depth): 1,225 cy
- Excess Cut Hauling and Disposal:  $(28,576 + 1,520 - 417 - 1,225)$ : 28,454 cy

### **METHOD OF MEASUREMENT**

Excess Cut Hauling and Disposal shall be measured per Cubic Yard of material based on the "Plan Quantity" without measurement thereof. The plan quantity was computed by average end area based on cross-sections. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) increase or decrease in quantity.

### **BASIS OF PAYMENT**

Excess Cut Hauling and Disposal shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.

**BID ITEM 90041:      EXCESS TOPSOIL HAULING**

**DESCRIPTION**

Should excess topsoil material be generated during excavation of the pond or completion of the wetland scrape, this material shall be hauled to, and stockpiled at, the waste oil site located at 946 Wheeler Road. This bid item provides payment for the segregation, loading, hauling, and unloading of this material. This bid item also includes stockpile management during construction, including but not limited to, stockpile containment and temporary seeding.

Topsoil hauling and stockpiling shall be coordinated with Rich Bergmann, the Parks Construction Supervisor. Mr. Bergmann can be reached at [rbergmann@cityofmadison.com](mailto:rbergmann@cityofmadison.com) or 266-6289

**METHOD OF MEASUREMENT**

Excess Topsoil Hauling shall be measured per Cubic Yard of material. Prior to beginning hauling activities, the Contractor and Construction Engineer shall agree on an average truck yardage, and material quantities shall be measured by counting full vehicles leaving the site.

**BASIS OF PAYMENT**

Excess Topsoil Hauling shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.



**WHEELER AT BONNER - CHEROKEE POND TREE REMOVALS**

I.D. TAG #	SPECIES	DBH	NOTES
5	White Oak	7	
6	Green Ash	4	
7	Box Elder	5	
8	Red Elm	8	
9	Siberian Elm	8	
10	Crabapple	6	
11	Green Ash	6	
12	Green Ash	6	
13	Mulberry	5	
14	White Oak	6	
15	Green Ash	6	
16	Siberian Elm	7	
17	White Oak	5	
18	Black Walnut	14	
20	Siberian Elm	6	
21	Black Locust	6	
22	Siberian Elm	7	
23	Black Locust	6	
	Untagged	15	DBH is approximate
24	White Oak	4	
25	Black Locust	6	
26	Siberian Elm	6	
27	Siberian Elm	4	
28	Shagbark Hickory	14	
29	Bur Oak	18	
30	Apple	4	
38	Bur Oak	5	
39	Shagbark Hickory	9	
40	Shagbark Hickory	6	
41	Shagbark Hickory	8	
42	Yellow-Bud Hickory	8	
43	Box Elder	5	
44	Box Elder	8	
45	Shagbark Hickory	6	
46	Shagbark Hickory	6	
47	Shagbark Hickory	6	
48	Shagbark Hickory	13	
49	Shagbark Hickory	6	
50	Bur Oak	5	
51	Box Elder	8	
52	Shagbark Hickory	5	
53	Box Elder	7	
54	Bur Oak	4	
55	Bur Oak	5	

56	Green Ash	14	
57	White Oak	33	
58	Bur Oak	30	
59	Green Ash	11	
60	Silver Maple	10	
61	Green Ash	10	
62	Mulberry	7	
63	Black Locust	5	
64	Black Locust	5	
65	Cottonwood	28	
66	Cottonwood	30	
67	Black Locust	5	
68	Black Locust	7	
69	Box Elder	11	
70	Box Elder	5	
71	Box Elder	11	
72	Cottonwood	22	
73	Box Elder	12	
74	Box Elder	14	
75	Box Elder	4	
76	Box Elder	24	
77	Buckthorn	4	
78	Buckthorn	5	
79	Box Elder	6	
80	Box Elder	5	
81	White Oak	3	
82	American Elm	12	
83	Box Elder	8	
84	Hackberry	6	
85	Box Elder	10	
86	Black Cherry	12	
87	Box Elder	13	
89	Box Elder	15	
90	Box Elder	6	
91	Box Elder	5	
92	Buckthorn	6	
93	Box Elder	5	
94	American Elm	9	
95	Hackberry	6	
96	Black Walnut	9	
97	Honey Locust	13	
98	Box Elder	14	
99	Hackberry	6	
100	American Elm	9	
101	Mulberry	5	
102	Buckthorn	6	
103	Buckthorn	4	

104	Box Elder	13	
105	Box Elder	28	
106	Cottonwood	41	
107	Box Elder	10	
108	Box Elder	7	
109	Box Elder	10	
110	Hackberry	3	
111	Box Elder	8	
112	Buckthorn	4	
113	Box Elder	5	
114	Buckthorn	5	
115	Box Elder	9	
116	Box Elder	9	
117	Box Elder	15	
118	Buckthorn	4	
119	Box Elder	8	
120	Box Elder	8	
121	Box Elder	4	
122	Box Elder	11	
123	Box Elder	4	
124	Box Elder	18	
125	Box Elder	7	
126	American Elm	22	
127	Willow	24	
129	Cottonwood	34	
	Untagged	15	DBH is approximate
130	American Elm	9	
131	Buckthorn	5	
132	Box Elder	6	
133	Cottonwood	19	
134	Box Elder	7	
135	Cottonwood	14	
136	Box Elder	7	
	Untagged	15	DBH is approximate
137	Box Elder	6	
138	Buckthorn	4	
139	Box Elder	8	
140	Cottonwood	25	
141	Cottonwood	16	
142	Buckthorn	5	
143	Mulberry	8	
144	Box Elder	8	
	Untagged	15	DBH is approximate
	Untagged	15	DBH is approximate
145	Box Elder	8	
146	Green Ash	10	
147	Box Elder	6	

148	Green Ash	5	
149	Silver Maple	10	
150	Box Elder	4	
152	Bur Oak	37	
153	Box Elder	5	
154	Box Elder	6	
155	Black Cherry	5	
156	Black Cherry	5	
157	Buckthorn	5	
158	Box Elder	5	
159	Box Elder	5	
160	Box Elder	6	
161	Hackberry	5	
162	Hackberry	12	
163	Shagbark Hickory	5	
164	Black Cherry	16	
165	Box Elder	7	
166	Box Elder	7	
167	Black Cherry	12	
168	Box Elder	7	
169	Box Elder	5	
180	Black Cherry	15	
181	Hackberry	15	
182	Black Cherry	12	
183	Box Elder	8	
184	Shagbark Hickory	21	
185	White Oak	33	
186	White Oak	21	
187	White Oak	28	
188	Box Elder	5	
189	Box Elder	6	
190	Black Cherry	12	
191	Green Ash	9	
192	Silver Maple	8	
193	Green Ash	8	
194	Silver Maple	4	
195	Box Elder	7	
196	Silver Maple	22	
197	Silver Maple	4	
198	Box Elder	16	
199	Black Cherry	6	
200	Black Cherry	10	
201	Black Cherry	4	
202	Black Cherry	4	
203	Bur Oak	30	
204	Black Cherry	7	
205	Black Cherry	14	

206	Black Cherry	4	
207	Box Elder	14	
208	Box Elder	15	
209	Cottonwood	14	
210	Black Locust	8	
211	Silver Maple	10	
212	Box Elder	4	
213	Silver Maple	15	
214	Silver Maple	21	
215	Buckthorn	7	
216	Siberian Elm	4	
217	Buckthorn	4	
218	Box Elder	7	
219	Willow	18	
220	Box Elder	7	
221	Buckthorn	5	
	Untagged	15	DBH is approximate
297	Cottonwood	26	
298	Box Elder	6	
299	Cottonwood	18	
300	Honey Locust	10	
	<b>TOTAL</b>	<b>2086</b>	

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

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



August 11, 2016

IP-SC-2016-13-01865

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

Dear Mr. Knepp:

The Department of Natural Resources has completed its review of your application for a permit to construct a connected enlargement on a tributary of the Yahara River, 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-X05-26T11-33-24 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](mailto:wendy.peich@wisconsin.gov).

  
Sincerely,  
Wendy Peich  
Water Management Specialist

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

**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

Artificial Waterbody - Navigable Connection PERMIT  
IP-SC-2016-13-01865

The City of Madison is hereby granted under Section 30.19(4), Wisconsin Statutes, a permit to construct a connected enlargement on a tributary to the Yahara River, in the City of Madison, Dane County, also described as being in the NE1/4 of the NE1/4 of Section 26, Township 8 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email [wendy.peich@wisconsin.gov](mailto: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 08/11/2019. 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](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 has filed an application for a permit to construct a connected enlargement on a tributary of the Yahara River, in the City of Madison, Dane County, also described as being in the NE1/4 of the NE1/4 of Section 26, Township 8 North, Range 9 East.
2. The City of Madison Engineering Division is proposing a project to construct a wet detention pond at a storm water outfall, north of Wheeler Road and Bonner Lane. The intention of the pond is to treat storm water prior to discharge into Cherokee Marsh.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. The tributary to the Yahara River 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 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.
7. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of sections 30.19(4), Wisconsin Statutes and Chapters NR 102, 103, 343 of the Wisconsin Administrative Code.



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

8. 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.
9. The activity will not cause environmental pollution as defined in s. 299.01(4).
10. The proposal complies with all of the laws relating to platting of land and sanitation.
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 08/11/2016.

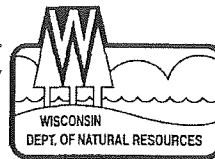
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary

By  \_\_\_\_\_  
Sincerely,  
Wendy Peich  
Water Management Specialist

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

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



August 11, 2016

IP-SC-2016-13-01866

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

Dear Mr. Knepp:

The Department has completed review of your proposal to perform wetland restoration activities at Cherokee Marsh Park, north of Wheeler Road and Bonner Lane. We have determined that your project meets state standards. Enclosed is your state wetland permit which approves your project and lists the conditions which must be followed. Please read your permit carefully so that you are fully aware of what is expected of you.

Your enclosed state water quality certification confirms the state certification necessary for proceeding under an approval pursuant to a federal permit issued by the Army Corps of Engineers.

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-X05-26T11-33-24 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](mailto:wendy.peich@wisconsin.gov).

  
Wendy Peich  
Water Management Specialist

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

**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

Wetland Restoration Individual Permit  
IP-SC-2016-13-01866

The City of Madison is hereby granted under Section 281.36, Wisconsin Statutes, and 33 U.S.C.S §1341 (CWA §401) a permit for wetland disturbance near Yahara River, in the City of Madison, Dane County, also described as being in the NE1/4 of the NE1/4 of Section 26, Township 8 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email [wendy.peich@wisconsin.gov](mailto:wendy.peich@wisconsin.gov) before starting the discharge and again not more than 5 days after the discharge is complete.
2. You must complete the discharge as described on or before 8/11/2019. If you will not complete the discharge by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity results in significant adverse impact to wetland functional values, in significant adverse impact to water quality, or in other significant adverse environmental consequences.
7. You must post a copy of this permit at a conspicuous location on the project site, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 281.36 (13), Wis. Stats., for any violations of Section 281.36, 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](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).

12. Authorization hereby granted by the Department is transferable to any person upon prior written approval of the transfer by the Department.
13. Construction must be done during low water periods and must not take place between March 15<sup>th</sup> and May 15<sup>th</sup> of each calendar year.
14. Development in conjunction with this project, such as construction or filling, must conform to State Floodplain Management Standards and local zoning regulations.
15. You must not deposit or store any of the removed materials in any wetland or below the ordinary high watermark of any waterway. All removed materials must be placed out of the floodway of any stream.
16. Final site stabilization requires the re-establishment of native vegetation and must not contain any exotic species.
17. You must survey the vegetation types on an annual basis for three years within the wetland boundary for any growth of non-native exotic species. If exotic species are identified, you must submit a remediation plan to eradicate the exotic species to the Department for written approval, and must implement the plan within 90 days of Department approval.
18. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

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

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

- OR -

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

#### FINDINGS OF FACT

1. The City of Madison has filed an application for a permit for wetland restoration disturbance near Yahara River, in the City of Madison, Dane County, also described as being in the NE1/4 of the NE1/4 of Section 26, Township 8 North, Range 9 East
2. The project will consist of the removal of invasive species and creation of a shallow scrape, north of Wheeler Road and Bonner Lane. The intention of the wetland scrape is to restore native vegetation to a natural wetland that is currently primarily reed canary grass. Trees within the wetland will remain. The restoration will affect a total of 0.61 acres of wetland.
3. The project purpose is wetland conservation.

4. The proposed project will meet the requirements of NR 353, Wisconsin Administrative Code.
5. No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative taking into consideration practicable alternatives that avoid wetland impacts.
6. All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.
7. The proposed project will not result in significant adverse impacts to wetland functional values, significant impacts to water quality, or other significant adverse environmental consequences.
8. While short term impacts may occur to wetland functional values, the project will have long term net positive environmental impact.
9. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
10. 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.
11. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 281.36, Wisconsin Statutes and Chapters NR 103 and NR 353 of the Wisconsin Administrative Code.
12. The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 281.36(3p)(d)1m., Stats, Stats., and was responsible for publication of the notice of pending application under s. 281.36(3p)(d)1m., Stats. or the notice of public informational hearing under s. 281.36(3p)(d)1m., Stats., or both. Section 281.36(3p)(d)1m., Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. Section 281.36(3p)(d)1m., Stats, requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

#### 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 281.36.(3q), 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 281.36 (3q), Wis. Stats., and section NR 2.03, Wis. Adm. 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 discharge under the wetland individual permit is allowed to proceed.
- A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the discharge, as proposed, may result in a violation of the provisions of this section.
- 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 8/11/2016.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary

By  \_\_\_\_\_  
Wendy Peich  
Water Management Specialist



REPLY TO ATTENTION OF  
REGULATORY BRANCH

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

October 27, 2016

Regulatory File No. 2016-01888-KJH

Sally Swenson  
City of Madison  
210 MLK Jr. Blvd, Room 115  
Madison, Wisconsin 53703

Dear Ms. Swenson:

This letter concerns your request for Department of the Army authorization for the City of Madison to discharge fill material into 0.17 acre of wetlands and waterway for the construction of a storm water pond (WDNR Number: IP-SC-2016-13-01865). The project site is in the NE ¼ of the NE ¼ of Section 26, Township 8 North, Range 9 E, Dane County, Wisconsin.

This work is authorized by Department of the Army General Permit (GP-002-WI) for Public Development (Category 2.a.10) provided the enclosed conditions are followed and you obtain confirmation that Clean Water Act Section 401 water quality certification (WQC) has been granted or waived for the project by the Wisconsin Department of Natural Resources (WDNR). All GP-002-WI authorizations are provisional and require you obtain confirmation of WQC from the WDNR.

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

This General Permit is valid until July 14, 2021, unless reissued, or revoked. In general, the time limit for completing work ends on that date. For additional information regarding the time limit for completing work, please review GP-002-WI General Condition 1. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures. It is also your responsibility to obtain all required state and local permits and approvals before you proceed with the project.

A preliminary jurisdictional determination (JD) has been prepared for the site of your project. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps representative identified in the final paragraph of this letter. You also may provide new information for further consideration by the Corps to reevaluate the JD. If this JD is acceptable, please sign and date both copies of the Preliminary Jurisdictional Determination form and return one copy to the address below within 15 days from the date of this letter.



## GP-002-WI GENERAL AND STANDARD CONDITIONS

Regulatory Branch (File No. 2016-01888-KJH)

### **GENERAL INFORMATION**

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

### Department of the Army General Conditions:

1. GP-002-WI expires on July 14, 2021. Unless activities authorized under the GP-002-WI issued on July 15, 2016, have commenced construction or are under contract to commence construction by July 14, 2021, the time limit for completing work ends upon the expiration date of GP-002-WI. Activities authorized under GP-002-WI which have commenced construction or are under contract to commence construction by July 14, 2021, will have until July 13, 2022, to complete their activities under the terms and conditions of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.

2. You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting GP, or abandon it without a good

faith transfer; you must obtain a modification of the Corps of Engineers (Corps) authorization, which may require restoration of the area. If you wish to transfer responsibility for project completion or maintenance, please contact this office so we may provide you with the necessary documentation to transfer the authorization.

3. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify the Corps. The Corps will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. You must allow representatives from this office to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of GP-002-WI.

5. If a conditioned water quality certification has been issued for your project by the Wisconsin Department of Natural Resources (WDNR), you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

### Further Information:

1. Congressional Authorities: Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344). Work that requires authorization

under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.

2. Limits of this Authorization:

a. GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. GP-002-WI does not grant any property rights or exclusive privileges.

c. GP-002-WI does not authorize any injury to the property or rights of others.

d. GP-002-WI does not authorize interference with any existing or proposed federal project.

3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination by this office that an activity is not contrary to the public interest will be made in

## GP-002-WI GENERAL AND STANDARD CONDITIONS

Regulatory Branch (File No. 2016-01888-KJH)

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

a. Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);

b. Not later than the timeframe stipulated in our office's verification 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).

10. Federal Threatened and Endangered Species: GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (ESA).

a. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the ESA or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the Corps if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.

b. Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the

United States Fish and Wildlife Service (FWS), both lethal and non-lethal takes of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS, WDNR or their internet pages.

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

12. Spawning Areas: Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

13. Obstruction of High Flows: To the maximum extent practicable,

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

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

15. Waterfowl Breeding Areas: Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

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

17. 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.

18. Equipment: Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance. Where temporary construction mats are used, they must be placed in a manner that minimizes the matted area to the minimum necessary to allow safe access to work areas and operation of equipment. To prevent the introduction of invasive species, all construction mats used shall be cleaned and free of debris (excess soil and plant material) prior to delivery at the project site.

19. Water Quality Standards: All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging,

## PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office	St. Paul District	File/ORM #	2016-01888-KJH	PJD Date:	Oct 27, 2016
State	WI	City/County	Dane County		
Nearest Waterbody:	Cherokee Marsh				
Location: TRS, Lat/Long or UTM:	Sec. 26, T. 8 N, R. 9 E				
Name/Address of Person Requesting PJD	Sally Swenson City of Madison 210 MLK Jr. Blvd., Room 115 Madison, Wisconsin 53703				
Identify (Estimate) Amount of Waters in the Review Area:	Name of Any Water Bodies on the Site Identified as Section 10 Waters:		Tidal: _____ Non-Tidal: _____		
<u>Non-Wetland Waters:</u>	Stream Flow:				
_____ linear ft _____ width _____ acres	Intermittent				
<u>Wetlands:</u> _____ acre(s)	Cowardin Class:	Palustrine, emergent			
		<input checked="" type="checkbox"/> Office (Desk) Determination <input type="checkbox"/> Field Determination: _____ Date of Field Trip: _____			

**SUPPORTING DATA:** Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Applicant: City of Madison
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps \_\_\_\_\_
- Corps navigable waters' study: \_\_\_\_\_
- U.S. Geological Survey Hydrologic Atlas:
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: I:24k Quad WI - Waunakee
- USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS Web Soil Survey
- National wetlands inventory map(s). Cite name: \_\_\_\_\_
- State/Local wetland inventory map(s): \_\_\_\_\_
- FEMA/FIRM maps: \_\_\_\_\_
- 100-year Floodplain Elevation is: \_\_\_\_\_
- Photographs:
  - Aerial (Name & Date): WDNR Surface Water Data Viewer
  - Other (Name & Date): \_\_\_\_\_
- Previous determination(s). File no. and date of response letter: \_\_\_\_\_
- Other information (please specify): \_\_\_\_\_

**IMPORTANT NOTE:** The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

*[Signature]*

27 October 2016

Signature and Date of Regulatory Project Manager  
(REQUIRED)

Signature and Date of Person Requesting Preliminary JD  
(REQUIRED, unless obtaining the signature is impracticable)

**EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:**

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

## PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office	St. Paul District	File/ORM #	2016-01888-KJH	PJD Date:	Oct 27, 2016
State	WI	City/County	Dane County		
Nearest Waterbody:	Cherokee Marsh				
Location: TRS, Lat/Long or UTM:	Sec. 26, T. 8 N, R. 9 E				
Name/Address of Person Requesting PJD	Sally Swenson City of Madison 210 MLK Jr. Blvd., Room 115 Madison, Wisconsin 53703				
Identify (Estimate) Amount of Waters in the Review Area:			Name of Any Water Bodies Tidal: _____		
Non-Wetland Waters:			on the Site Identified as		
Stream Flow:			Section 10 Waters: Non-Tidal: _____		
_____ linear ft _____ width 0.17 acres _____ Intermittent					
Wetlands: 0.61 acre(s) Cowardin Class: Palustrine, emergent			<input checked="" type="checkbox"/> Office (Desk) Determination <input type="checkbox"/> Field Determination: _____ Date of Field Trip: _____		

**SUPPORTING DATA:** Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Applicant: City of Madison
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps
- Corps navigable waters' study: \_\_\_\_\_
- U.S. Geological Survey Hydrologic Atlas:
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: 124k Quad WI - Waunakee
- USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS Web Soil Survey
- National wetlands inventory map(s). Cite name: \_\_\_\_\_
- State/Local wetland inventory map(s): \_\_\_\_\_
- FEMA/FIRM maps: \_\_\_\_\_
- 100-year Floodplain Elevation is: \_\_\_\_\_
- Photographs:
  - Aerial (Name & Date): WDNR Surface Water Data Viewer
  - Other (Name & Date): \_\_\_\_\_
- Previous determination(s). File no. and date of response letter: \_\_\_\_\_
- Other information (please specify): \_\_\_\_\_

**IMPORTANT NOTE:** The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

*Louis J. Hansen*

27 October 2016

Signature and Date of Regulatory Project Manager  
(REQUIRED)

Signature and Date of Person Requesting Preliminary JD  
(REQUIRED, unless obtaining the signature is impracticable)

**EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:**

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

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

REPLY TO ATTENTION OF  
REGULATORY BRANCH

October 27, 2016

Regulatory File No. 2016-01888-KJH

Sally Swenson  
City of Madison  
210 MLK Jr. Blvd, Room 115  
Madison, Wisconsin 53703

Dear Ms. Swenson:

This letter concerns your request for Department of the Army authorization by the City of Madison to construct a 0.61-acre wetland enhancement scrape in Cherokee Marsh (WDNR Number: IP-SC-2016-13-01866). The project site is in the NE ¼ of the NE ¼ of Section 26, Township 8 North, Range 9 E, Dane County, Wisconsin.

This work is authorized by Department of the Army General Permit (GP-002-WI) for Aquatic Habitat Enhancement Activities (Category 2.a.12) provided the following special condition and the enclosed general conditions are followed:

1. The permittee shall establish a fresh wet meadow/wet prairie wetland community. The scrape shall be constructed so that inundation during the growing season shall not occur except at the start of the growing season (due to snow melt/precipitation) or following a 10-year, 24-hour or greater precipitation event. Depth of inundation during the growing season shall be 6 inches or less with a duration of less than 14 consecutive days.

Projects authorized under Section 404 of the Clean Water Act by GP-02-WI are not valid unless and until you obtain confirmation that Clean Water Act Section 401 water quality certification (WQC) has been granted or waived for the project by the Wisconsin Department of Natural Resources (WDNR). All GP-002-WI authorizations are provisional and require you obtain confirmation of WQC from the WDNR.

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

This General Permit is valid until July 14, 2021, unless reissued, or revoked. In general, the time limit for completing work ends on that date. For additional information regarding the time limit for completing work, please review GP-002-WI General Condition 1. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures. It is also your responsibility to obtain all required state and local permits and approvals before you proceed with the project.

## GP-002-WI GENERAL AND STANDARD CONDITIONS

Regulatory Branch (File No. 2016-01888-KJH)

### **GENERAL INFORMATION**

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

### Department of the Army General Conditions:

1. GP-002-WI expires on July 14, 2021. Unless activities authorized under the GP-002-WI issued on July 15, 2016, have commenced construction or are under contract to commence construction by July 14, 2021, the time limit for completing work ends upon the expiration date of GP-002-WI. Activities authorized under GP-002-WI which have commenced construction or are under contract to commence construction by July 14, 2021, will have until July 13, 2022, to complete their activities under the terms and conditions of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.
2. You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting GP, or abandon it without a good

faith transfer; you must obtain a modification of the Corps of Engineers (Corps) authorization, which may require restoration of the area. If you wish to transfer responsibility for project completion or maintenance, please contact this office so we may provide you with the necessary documentation to transfer the authorization.

3. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify the Corps. The Corps will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. You must allow representatives from this office to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of GP-002-WI.

5. If a conditioned water quality certification has been issued for your project by the Wisconsin Department of Natural Resources (WDNR), you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

### Further Information:

1. Congressional Authorities: Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344). Work that requires authorization

under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.

### 2. Limits of this Authorization:

a. GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. GP-002-WI does not grant any property rights or exclusive privileges.

c. GP-002-WI does not authorize any injury to the property or rights of others.

d. GP-002-WI does not authorize interference with any existing or proposed federal project.

3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination by this office that an activity is not contrary to the public interest will be made in

## GP-002-WI GENERAL AND STANDARD CONDITIONS

Regulatory Branch (File No. 2016-01888-KJH)

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

a. Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);

b. Not later than the timeframe stipulated in our office's verification 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).

10. Federal Threatened and Endangered Species: GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (ESA).

a. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the ESA or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the Corps if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.

b. Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the

United States Fish and Wildlife Service (FWS), both lethal and non-lethal takes of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS, WDNR or their internet pages.

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

12. Spawning Areas: Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

13. Obstruction of High Flows: To the maximum extent practicable,

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

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

15. Waterfowl Breeding Areas: Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

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

17. 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.

18. Equipment: Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance. Where temporary construction mats are used, they must be placed in a manner that minimizes the matted area to the minimum necessary to allow safe access to work areas and operation of equipment. To prevent the introduction of invasive species, all construction mats used shall be cleaned and free of debris (excess soil and plant material) prior to delivery at the project site.

19. Water Quality Standards: All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging,

## PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office: St. Paul District File/ORM #: 2016-01888-KJH PJD Date: Oct 27, 2016

State: WI City/County: Dane County

Nearest Waterbody: Cherokee Marsh

Location: TRS, Lat/Long or UTM: Sec. 26, T. 8 N, R. 9 E

Name/Address of Person Requesting PJD: Sally Swenson  
City of Madison  
210 MLK Jr. Blvd., Room 115  
Madison, Wisconsin 53703

Identify (Estimate) Amount of Waters in the Review Area:

Non-Wetland Waters: 0.17 acres Stream Flow: Intermittent

Wetlands: 0.61 acre(s) Cowardin Class: Palustrine, emergent

Name of Any Water Bodies on the Site Identified as Section 10 Waters: Tidal: \_\_\_\_\_ Non-Tidal: \_\_\_\_\_

Office (Desk) Determination  
 Field Determination: \_\_\_\_\_

Date of Field Trip: \_\_\_\_\_

**SUPPORTING DATA:** Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Applicant: City of Madison
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps
- Corps navigable waters' study: \_\_\_\_\_
- U.S. Geological Survey Hydrologic Atlas:
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: 1:24k Quad WI - Waunakee
- USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS Web Soil Survey
- National wetlands inventory map(s). Cite name: \_\_\_\_\_
- State/Local wetland inventory map(s): \_\_\_\_\_
- FEMA/FIRM maps: \_\_\_\_\_
- 100-year Floodplain Elevation is: \_\_\_\_\_
- Photographs:  Aerial (Name & Date): WDNR Surface Water Data Viewer
  - Other (Name & Date): \_\_\_\_\_
- Previous determination(s). File no. and date of response letter: \_\_\_\_\_
- Other information (please specify): \_\_\_\_\_

**IMPORTANT NOTE:** The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

*Jessie of Hansen*

27 October 2016

Signature and Date of Regulatory Project Manager (REQUIRED)

Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

**EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:**

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

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Construction • Geotechnical  
Consulting Engineering/Testing

May 16, 2016  
C16051-2

Ms. Sally Swenson  
City of Madison Engineering Dept.  
City-County Building, Room 115  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703-3345

Re: Geotechnical Exploration Report  
Proposed Wheeler Road Pond  
Madison, Wisconsin

Dear Ms. Swenson:

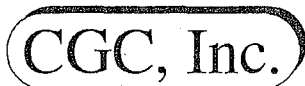
Construction • Geotechnical Consultants, Inc. (CGC) has completed the subsurface exploration for the above-referenced project. The primary purpose of this exploration was to identify surficial soils within an area of a proposed pond. An electronic copy of this report is being transmitted, and a paper copy can be provided upon request.

#### **PROJECT DESCRIPTION**

We understand the proposed project would include installing a pond to the north of Wheeler Road near the intersection with Northland Drive. It is our understanding the pond would serve primarily as a sedimentation basin for stormwater runoff prior to entering the Yahara River watershed. Additional details of pond construction including depth are unknown at this time.

#### **SUBSURFACE EXPLORATION**

The subsurface conditions in the area of proposed construction were explored by drilling two Standard Penetration Test (SPT) borings to depths of 25 ft below ground surface within the proposed project area. Boring locations were determined by the City of Madison and staked in the field by CGC personnel. The borings were performed by Badger State Drilling (under subcontract to CGC) on April 15, 2016, using an all-terrain drill rig. The specific procedures used for drilling and sampling are described in Appendix A.



Ms. Sally Swenson  
City of Madison Engineering Dept.  
May 16, 2016  
Page 2

## SITE CONDITIONS

The subsurface profile revealed by the borings is significantly variable. A generalized soil profile at the pond location can be summarized (in descending order) as:

- 4 to 5 in. of **topsoil** (considered to be fill at B1)
- 3.5 to 4.5 ft of lean **clay** (*beneath* 8 ft of variable fill materials at B1)
- 5.5 to 13 ft of **sand** with variable silt and gravel contents (interrupted by a 5-ft clay layer at B1 and underlain by 5 ft of *silt* over 3 ft of clay at B2)

Note groundwater was encountered between 6 and 12 ft below existing grades at both of the boring locations. Groundwater levels are anticipated to fluctuate based on variations in precipitation, infiltration, adjacent Cherokee Lake/Yahara River stages, as well as other factors. For a more detailed description of the site soil and groundwater conditions please refer to the boring logs attached in Appendix B.

### Pond Construction

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

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

If the chosen option, we recommend that construction of a clay liner involve the placement of three lifts of clay each compacted to a minimum 90% using modified Proctor methods (ASTM D1557). The final thickness of the liner should be a minimum of 2 feet after compaction and final grading. Note that both of the borings encountered clay materials at relatively shallow depths; however, softer consistencies of the shallower *native* clay soils could potentially make processing more difficult. In addition, the clay fill material at B1 appears less desirable due to the presence of sand and gravel. In areas where the excavation depth coincides with native clay soils the final liner thickness could include "credit" of native clay for the lower 1 ft to achieve the ultimate goal of a 2-ft thick liner (which is dependent on field confirmation at the time of construction). This lower 1 ft of clay will require recompaction (with possible aeration) to achieve the desired 90% density. The variable fill materials containing sand and clay, as well as native sands are not suitable pond liner material.

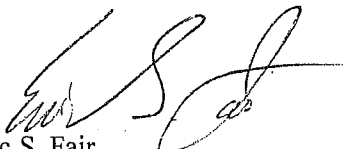
Ms. Sally Swenson  
City of Madison Engineering Dept.  
May 16, 2016  
Page 3

**CLOSING REMARKS**

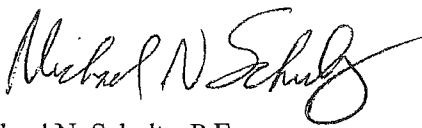
We wish to reiterate that dewatering will likely be necessary during pond construction due to the presence of groundwater. Other information regarding this report and its limitations is included in Appendix C. It has been a pleasure to serve you on this project. If you have any questions or need additional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

Sincerely,

**CGC, INC.**



Eric S. Fair  
Staff Geologist



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

Encl: Appendix A - Field Exploration  
Appendix B - Soil Boring Location Map  
Logs of Test Borings (2)  
Log of Test Boring-General Notes  
Unified Soil Classification System  
Appendix C - Document Qualifications

cc: Ms. Johanna Johnson, City of Madison Engineering Division

**APPENDIX A**

**FIELD EXPLORATION**

## APPENDIX A

### FIELD EXPLORATION

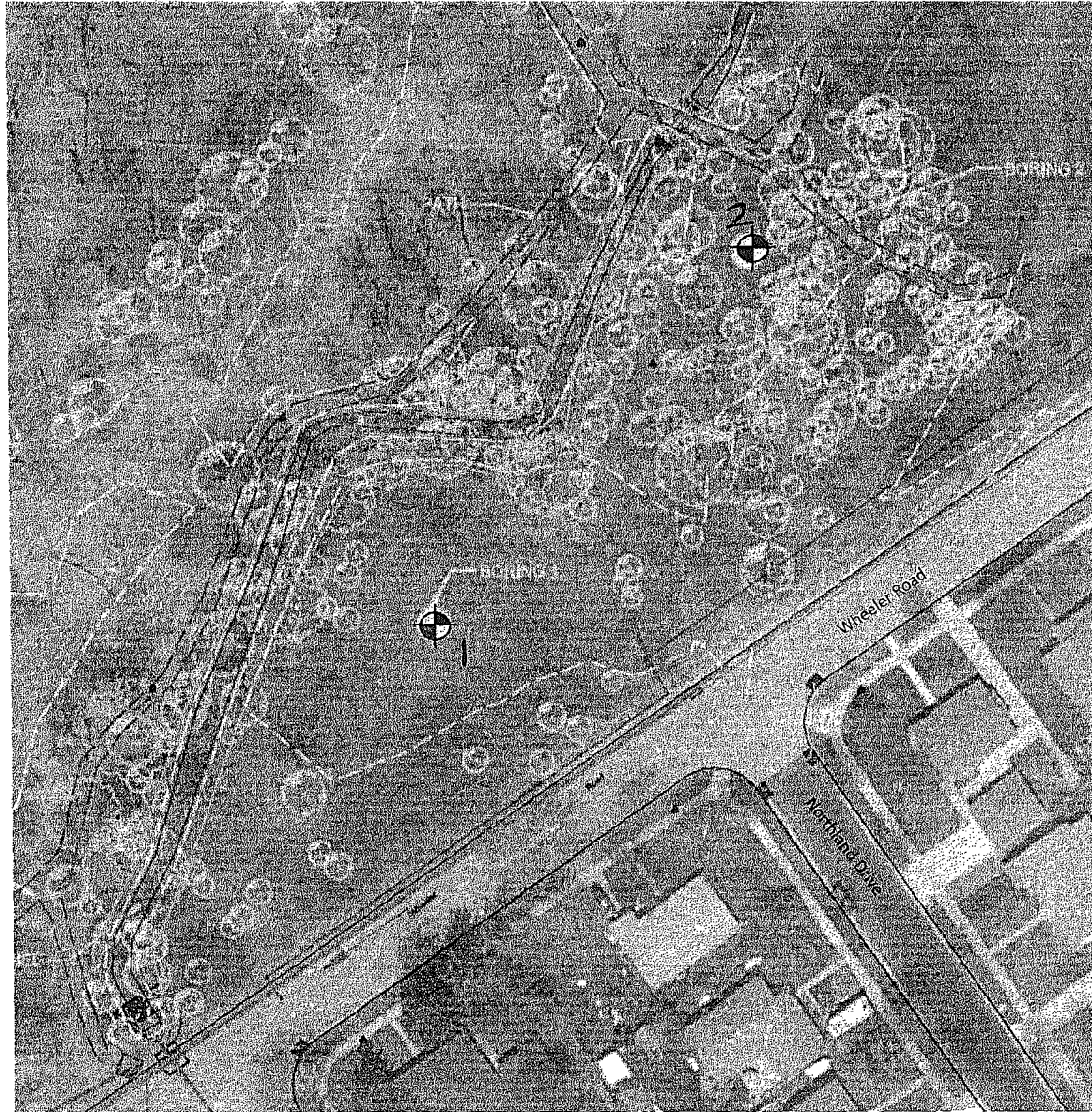
The subsurface conditions in the areas of the proposed pond construction were explored by drilling two SPT soil borings to depths of 25 ft at locations determined by the City of Madison which are shown in plan on the soil boring location plan presented in Appendix B.

The soil borings were performed by Badger State Drilling using an all-terrain, rotary CME 750 drill rig. The SPT method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).


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

**APPENDIX B**

**SOIL BORING LOCATION EXHIBIT  
LOGS OF TEST BORINGS (2)  
LOG OF TEST BORING – GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**



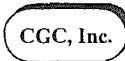
**Legend**

 Denotes Boring Location

**Notes**

1. Soil borings performed by Badger State Drilling in April 2016
2. Boring locations are approximate.

Scale: Reduced

Date: 5/2016	
Job No. C16051-2	

**Soil Boring Location Plan  
Wheeler Road Pond  
Madison, WI**



# LOG OF TEST BORING

Project Wheeler Road Pond  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 861±  
 Job No. C16051-2  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	16	M	7	0-4	4 in. TOPSOIL (OL) USDA: 10YR 2/2 Silt Loam (Fill)					
2	16	M	13	4-8	FILL: Loose, Brown Clayey Sand to 3 ft USDA: 10YR 4/3, 4/1 Sandy Clay Loam and Silty Clay Loam (FILL) Stiff to Hard, Brown Clay with Sand and Gravel to 8 ft	(4.5)				
3	4	M	5	7-8	Some Topsoil Mixed in Near 7 ft	(1.5)				
4	10	M	4	8-10	Medium Stiff, Bluish-Gray Lean CLAY, Trace Sand (CL)  USDA: 5BG 4/1 Silty Clay Loam	(0.75)				
5	10	W	25	10-15	Medium Dense, Brown Fine to Coarse SAND & GRAVEL, Trace Silt (SP/GP)  USDA: 10YR 5/3 Very Gravelly Sand					
6	14	W	10	15-20	Stiff, Brown Lean CLAY (CL)  USDA: 10YR 5/4 Silty Clay Loam	(1.75)				
7	8	W	15	20-25	Medium Dense, Brown Fine to Coarse SAND, Trace Silt and Gravel (SP) USDA: 10YR 5/4 Sand					
				25-30	End Boring at 25 ft  Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>13.5'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ <u>12'</u> $\nabla$ Depth to Cave in _____ <u>12'</u>	Start <u>4/15/16</u> End <u>4/15/16</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-750</u> Logger <u>KD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	





## LOG OF TEST BORING

Project Wheeler Road Pond  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 855±  
 Job No. C16051-2  
 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)		q <sub>u</sub> (tsf)	W	LL	PL	LI
1	18	M	6	0-5	5 in. TOPSOIL (OL) USDA: 10YR 2/2 Silt Loam Medium-Stiff, Brown Lean CLAY (CL) USDA: 10YR 4/3 Silty Clay Loam	(0.75)				
2	18	M	28	5-9	Medium Dense, Brown Fine to Coarse SAND, Some Silt and Gravel (SM) USDA: 10YR 6/3 Gravelly Sandy Loam					
3	14	W	9	9-15	Loose, Brown Fine to Medium SAND, Trace Silt (SP) USDA: 10YR 5/3 Sand					
4	16	W	15	15-19	Medium Dense, Light Brown Fine SAND, Little to Some Silt (SP-SM/SM) USDA: 10YR 5/3 Loamy Fine Sand					
5	16	W	19	19-21	Medium Dense, Light Brown SILT, Trace Sand and Clay (ML)					
6	18	W	18	21-25	Stiff, Gray Silty CLAY, Trace to Little Sand (CL-ML) USDA: 10YR 5/2 Silty Clay Loam	(1.5)				
7	18	W	12	25-30	End Boring at 25 ft  Backfilled with Bentonite Chips					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  6.0'      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 15 min.  
 Depth to Water \_\_\_\_\_ 6'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 6.5'

Start 4/15/16 End 4/15/16  
 Driller BSD Chief MC Rig CME-750  
 Logger KD Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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 <sub>u</sub> -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<sub>a</sub> – Penetrometer Reading, tons/sq ft
- q<sub>u</sub> – 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  
 GC Atterberg limits above "A" line or P.I. greater than 7

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

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

SP Not meeting all gradation requirements for GW

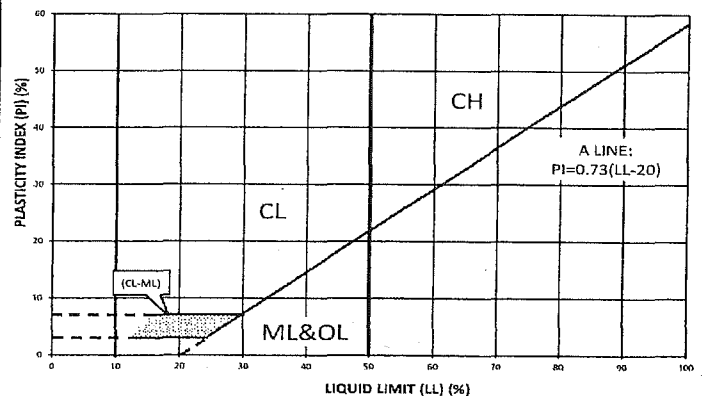
SM Atterberg limits below "A" line or P.I. less than 4  
 SC Atterberg limits above "A" line with P.I. greater than 7

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

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

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

### PLASTICITY CHART



**APPENDIX C**

**DOCUMENT QUALIFICATIONS**

## APPENDIX C DOCUMENT QUALIFICATIONS

### I. GENERAL RECOMMENDATIONS/LIMITATIONS

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

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

### II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

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

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

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

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

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

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

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

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

#### SUBSURFACE CONDITIONS CAN CHANGE

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

#### MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

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

## **A REPORT'S RECOMMENDATIONS ARE NOT FINAL**

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

## **A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION**

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

## **DO NOT REDRAW THE ENGINEER'S LOGS**

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

## **GIVE CONTRACTORS A COMPLETE REPORT AND GUIDANCE**

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

## **READ RESPONSIBILITY PROVISIONS CLOSELY**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes

labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

## **GEOENVIRONMENTAL CONCERNS ARE NOT COVERED**

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

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

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ASFE/The Best People on Earth  
881 Colesville Road, Suite G 106  
Silver Spring, MD 20910

SECTION E: BIDDERS ACKNOWLEDGEMENT

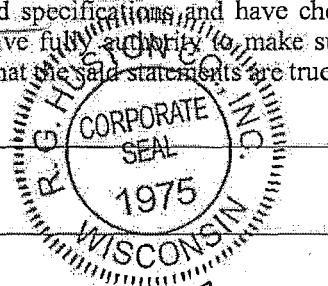
CONTRACT TITLE: WHEELER AT BONNER – CHEROKEE POND

CONTRACT NO. 7815

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.

- 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. 0 through 0 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)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of R.G. HUSTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ 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 full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]  
 SIGNATURE  
PRESIDENT  
 TITLE, IF ANY



DENNIS RICHARDSON  
 Notary Public  
 State of Wisconsin

Sworn and subscribed to before me this 2 day of December, 2016.

[Signature]  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 1-10-20  
 Bidders shall not add any conditions or qualifying statements to this Proposal.





Contract 7815 – R. G. Huston Co., Inc.

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and BVC form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

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), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business  
Street Address or PO Box  
City  
State and Zip Code

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 and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER



**Wheeler at Bonner - Cherokee Pond**

**CONTRACT 7815**

**Small Business Enterprise Compliance Report**

**Cover Sheet**

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road  
Cottage Grove, WI 53527

Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

I, Brad Huston, President of R.G. Huston Company, Inc. certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Witness' Signature

Date

12/2/16

Bidder's Signature



**Wheeler at Bonner - Cherokee Pond**

**CONTRACT 7815**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

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

**SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS**

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
JR Construction	Landscaping	7.05%
Bullet Transit	Trucking	0.5%

Subtotal SBE who are not suppliers: 7.55 %

**SBE SUBCONTRACTORS WHO ARE SUPPLIERS**

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
UTILITY SALES AND SUPPLY	RAILING SUPPLIER	1.9%

Subtotal SBE who are suppliers: 1.9 % X 0.6 = 1.14 % (discounted to 60%)

Total Percentage of SBE Utilization: 8.69 %

WHEELER AT BONNER - CHEROKEE POND

CONTRACT NO. 7815

DATE: 12/2/16

R.G. Huston Company, Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,200.00	\$3,200.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$86,300.00	\$86,300.00
20101 - EXCAVATION CUT - C.Y.	30096.00	\$3.60	\$108,345.60
20217 - CLEAR STONE - TON	110.00	\$11.20	\$1,232.00
20221 - TOPSOIL - S.Y.	7345.00	\$1.00	\$7,345.00
20230 - HEAVY RIPRAP - GLACIAL FIELD STONE - TON	96.00	\$60.60	\$5,817.60
20233 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	195.00	\$3.00	\$585.00
20312 - REMOVE CATCHBASIN - EACH	1.00	\$850.00	\$850.00
20314 - REMOVE PIPE - L.F.	195.00	\$37.50	\$7,312.50
20336 - PIPE PLUG - EACH	1.00	\$810.00	\$810.00
20401 - CLEARING - I.D.	2086.00	\$6.00	\$12,516.00
20402 - GRUBBING - I.D.	2086.00	\$6.00	\$12,516.00
20502 - ADJUST CATCHBASIN - EACH	1.00	\$1,300.00	\$1,300.00
20705 - DETENTION BASIN SEEDING - S.Y.	7345.00	\$1.60	\$11,752.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$400.00	\$2,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$530.00	\$1,060.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,400.00	\$1,400.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	1.00	\$530.00	\$530.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	150.00	\$8.00	\$1,200.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN - L.F.	1000.00	\$2.00	\$2,000.00
21023 - SILT FENCE - REMOVE & RESTORE - L.F.	1000.00	\$1.00	\$1,000.00
21027 - EROSION BALES - COMPLETE - L.F.	50.00	\$3.00	\$150.00
21052 - POLYMER STABILIZATION - S.Y.	7500.00	\$0.48	\$3,600.00
21056 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	10.00	\$160.00	\$1,600.00
21057 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EACH	20.00	\$65.00	\$1,300.00
21058 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EACH	10.00	\$25.00	\$250.00
21062 - EROSION MATTING, CLASS I, URBAN TYPE B - S.Y.	7345.00	\$1.40	\$10,283.00
21081 - EROSION MATTING, CLASS III, TYPE A - S.Y.	1100.00	\$5.70	\$6,270.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	40.00	\$50.00	\$2,000.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	208.00	\$0.01	\$2.08
50402 - 15 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	101.00	\$44.10	\$4,454.10
50409 - 36 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	45.00	\$89.50	\$4,027.50
50412 - 54 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	21.00	\$161.90	\$3,399.90
50424 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	41.00	\$188.20	\$7,716.20
50462 - 15 INCH RCP AE - EACH	4.00	\$950.00	\$3,800.00
50468 - 36 INCH RCP AE - EACH	1.00	\$1,425.00	\$1,425.00
50471 - 54 INCH RCP AE - EACH	1.00	\$2,640.00	\$2,640.00
50487 - 43 INCH X 68 INCH HERCP AE - EACH	2.00	\$3,200.00	\$6,400.00
50602 - 15 INCH RCP AE GATE - EACH	2.00	\$450.00	\$900.00
50627 - 43 INCH X 68 INCH HERCP AE GATE - EACH	1.00	\$1,060.00	\$1,060.00
50725 - 5'X5' STORM SAS - EACH	1.00	\$6,350.00	\$6,350.00
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	2.00	\$580.00	\$1,160.00
90030 - STORM CONTROL - LUMP SUM	1.00	\$5,220.00	\$5,220.00
90031 - SITE DEWATERING - LUMP SUM	1.00	\$5,220.00	\$5,220.00
90032 - 6'X7' STORM SAS W/ INTERNAL WEIR - EACH	1.00	\$7,460.00	\$7,460.00
90033 - CONCRETE FLUME - EACH	2.00	\$850.00	\$1,700.00

**WHEELER AT BONNER - CHEROKEE POND**

CONTRACT NO. 7815

DATE: 12/2/16

**R.G. Huston Company, Inc.**

Item	Quantity	Price	Extension
90034 - CLAY LINING PROVISION AND PLACEMENT - C.Y.	1520.00	\$18.70	\$28,424.00
90035 - POLYMER SETTLING - L.B.	28.00	\$60.00	\$1,680.00
90036 - TEMPORARY CONSTRUCTION FENCING (UNDISTRIBUTED) - L.F.	850.00	\$3.00	\$2,550.00
90037 - GALVANIZED STEEL GUARD RAIL - L.F.	120.00	\$150.00	\$18,000.00
90038 - FINISH GRADING - WETLAND SCRAPE - S.Y.	4585.00	\$1.90	\$8,711.50
90039 - ORGANICS HAULING AND DISPOSAL - C.Y.	1530.00	\$10.80	\$16,524.00
90040 - EXCESS CUT HAULING AND DISPOSAL - C.Y.	28454.00	\$6.35	\$180,682.90
90041 - EXCESS TOPSOIL HAULING - C.Y.	100.00	\$11.60	\$1,160.00
54 Items	Totals		\$615,191.88





Department of Public Works  
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.  
City Engineer

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

**Principal Engineers**  
Michael R. Dalley, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.  
**Operations Manager**  
Kathleen M. Cryan  
**GIS Manager**  
David A. Davis, R.L.S.  
**Financial Officer**  
Steven B. Danner-Rivers  
Hydrogeologist  
Brynn Bemis

**BIENNIAL BID BOND**

R.G. Huston Co., Inc.

(a corporation of the State of Wisconsin)

(~~individually~~ partnership), (hereinafter referred to as the "Principal") and  
BERKLEY INSURANCE COMPANY

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through February 1, 2018.

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

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

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

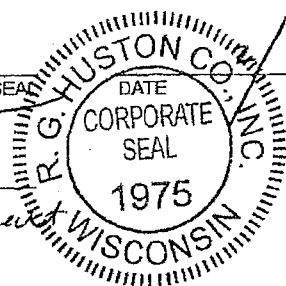
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

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

**PRINCIPAL**

R.G. HUSTON CO., INC.  
COMPANY NAME

AFFIX SEAL



DATE 15 / 2016

By:

*[Signature]*  
SIGNATURE AND TITLE  
Brad Huston - President

**SURETY**

BERKLEY INSURANCE COMPANY  
COMPANY NAME

AFFIX SEAL

December 4, 2015  
DATE

By:

*[Signature]*  
SIGNATURE AND TITLE  
Joseph L. Vigna, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 429050 for the year 2015 / 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 4, 2015  
DATE

*[Signature]*  
AGENT Joseph L. Vigna

17035 West Wisconsin Avenue - Suite 135  
ADDRESS

Brookfield, Wisconsin 53005  
CITY, STATE AND ZIP CODE

262-792-2210  
TELEPHONE NUMBER

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

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph L. Vigna, Dennis M. Barton or Elizabeth M. Fedyn of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:  
(Seal) By [Signature]  
Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company  
By [Signature]  
Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

[Signature]  
Notary Public, State of Connecticut  
**KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017**

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4<sup>th</sup> day of December, 2015.

(Seal)

[Signature]  
Andrew M. Turna

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and certification (on reverse) must be in blue ink.

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of JANUARY in the year Two Thousand and Seventeen between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JANUARY 3, 2017, 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:

### WHEELER AT BONNER – CHEROKEE POND CONTRACT NO. 7815

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 SIX HUNDRED FIFTEEN THOUSAND ONE HUNDRED NINETY-ONE AND 88/100 (\$615,191.88) 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.



WHEELER AT BONNER – CHEROKEE POND  
CONTRACT NO. 7815

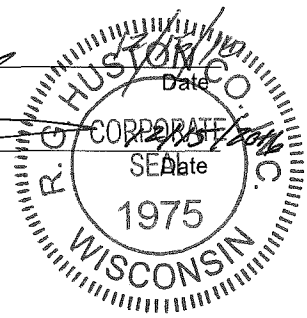
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

R. G. HUSTON CO., INC.

*Benedita* 12/15/16  
 Witness Date  
*Dumas* 12/15/16  
 Witness Date

Company Name  
*BAH*  
 President  
*[Signature]*  
 Secretary



CITY OF MADISON, WISCONSIN

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

Approved as to form:

*[Signature]*  
 Finance Director

*[Signature]*  
 City Attorney

Signed this 6<sup>th</sup> day of Feb

20 17

*[Signature]*  
 Witness

*[Signature]* Feb 20 17  
 Mayor Date

*[Signature]*  
 Witness

*[Signature]* Feb 19 17  
 City Clerk Date

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC., as principal, and BERKLEY INSURANCE COMPANY

Company of Des Moines, Iowa as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SIX HUNDRED FIFTEEN THOUSAND ONE HUNDRED NINETY-ONE AND 88/100 (\$615,191.88) 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:

WHEELER AT BONNER – CHEROKEE POND  
CONTRACT NO. 7815

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 4th day of January, 2017

Countersigned:

[Signature]

Witness

[Signature]

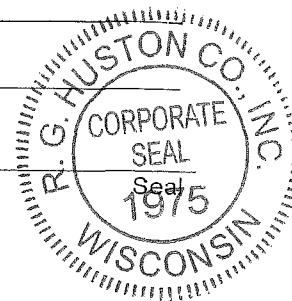
Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)

[Signature]

President



Approved as to form:

[Signature]

City Attorney

BERKLEY INSURANCE COMPANY

Surety

Seal

Salary Employee  Commission

By

[Signature]  
Attorney-in-Fact Dennis M. Barton

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 283633 for the year 20 17, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

January 4, 2017

Date

[Signature]  
Agent Signature Dennis M. Barton

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph L. Vigna; Dennis M. Barton; Elizabeth M. Fedyn; Bridget McCarthy; or Dana Rae Noel of Arthur J. Gallagher & Company of Wisconsin, Inc. of Brookfield, WI* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23<sup>rd</sup> day of September, 2016.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Ira S. Lederman  
Executive Vice President & Secretary

By Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 23<sup>rd</sup> day of September, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4<sup>th</sup> day of January, 2017.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.



## 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

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

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

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

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

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

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

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

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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	Rofer 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

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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s):	37.67	20.38	58.05

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
	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 & Gantry (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; Gantry (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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; 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

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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	Rofer 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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	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 All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .	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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .	37.77	21.85	59.62

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

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$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 &amp; 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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.01	21.85	58.86
535	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$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 &amp; 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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
133	Rofer 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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	26.34	15.17	41.51



<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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 &amp; 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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a>.</p>	37.77	21.85	59.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/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. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$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 &amp; 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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a>.</p>	37.27	21.85	59.12

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx</a> .	37.77	21.85	59.62

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

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

<b>SKILLED TRADES</b>
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CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
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

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
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**

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	17.20	9.26	26.46
302	Asbestos Abatement Worker	18.00	3.22	21.22

<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
303	Landscaper	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**

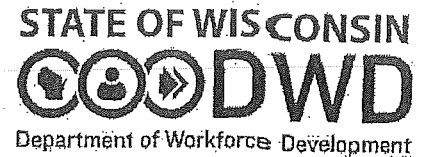
<b>Fringe Benefits Must Be Paid On All Hours Worked</b>				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini,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



Department of Workforce Development  
Equal Rights Division  
P.O. Box 8928  
Madison, WI 53708-8928  
Telephone: (608) 266-6860  
Fax: (608) 267-4592  
TTY: (608) 264-8752



Scott Walker, Governor  
Reginald J. Newsom, Secretary

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***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.).

(Updated-122215)

## **POST THE WHITE SHEET**

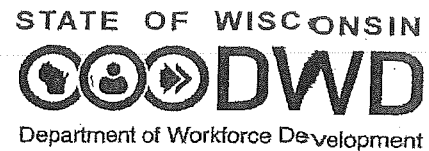
As the public entity receiving this prevailing wage rate determination, **YOU ARE REQUIRED** by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet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

Department of Workforce Development  
Equal Rights Division  
P.O. Box 8928  
Madison, WI 53708-8928  
Telephone: (608) 266-6860  
Fax: (608) 267-4592  
TTY: (608) 264-8752



Scott Walker, Governor  
Reginald J. Newson, Secretary

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## 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](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.