

BID OF _____

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CANNONBALL PIPELINE PHASE 3 - 2012

CONTRACT NO. 6840

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

PLEASE RETURN PLANS AND SPECIFICATIONS TO:

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

www.cityofmadison.com/business/pw

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

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This Proposal, and Agreement have
been prepared by:

**MADISON WATER UTILITY
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**


Al Larson, P.E., B.C.E.E., Principal Engineer 4/19/12

SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
6840	CANNONBALL PIPELINE PHASE 3 - 2012
SBE GOAL	10%

Plans and Specifications are available at 1600 Emil Street, Madison, WI 53713; 608-267-1197 or on our website at www.cityofmadison.com/business/pw/contracts/openforBid.cfm.

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2013** must submit their application on or before 1:00 p.m., MAY 4, 2012, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements on APRIL 27, 2012 at 1:00 PM at 1600 Emil Street, Madison Wisconsin.

OTHER REQUIREMENTS

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

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

Deadline for the Submittal of Bid is MAY 4, 2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on MAY 11, 2012 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

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

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

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

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed on our website. Forms are available on the web at <http://www.cityofmadison.com/business/pw/forms.cfm> or by contacting City Engineering at 608-266-4620

Publ. WSJ APRIL 20, 2012; APRIL 27, 2012

SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2011 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website at www.cityofmadison.com/Business/PW/specs.cfm or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

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

Section 102.1: Pre-Qualification of Bidders

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the Madison General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms. The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

Section 102.4: Proposals

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

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

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

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of

which such corporation was chartered. The required signatures shall in all cases appear in the space provided therefore on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

The Bidder shall execute form ERD-7777 (R.9/03), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.

Section 102.5: Bid Deposit (Proposal Guaranty)

No proposal shall be considered unless either (i) it is accompanied by a bid deposit of the character and amount described in the Advertisement for Bids or (ii) a biennial bid bond in an amount and form acceptable to the City of Madison has been previously submitted.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

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

Building Demolition

- | | |
|---|--|
| 101 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover | |

Street, Utility and Site Construction

- | | |
|---|---|
| 201 <input type="checkbox"/> Asphalt Paving | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units |
| 205 <input type="checkbox"/> Blasting | 270 <input type="checkbox"/> Retaining Walls, Reinforced concrete |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 275 <input checked="" type="checkbox"/> Sanitary, Storm Sewer & Water Main Const. |
| 215 <input type="checkbox"/> Concrete Paving | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work | 285 <input type="checkbox"/> Sewer Lining |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 225 <input type="checkbox"/> Dredging | 295 <input type="checkbox"/> Soil Borings |
| 230 <input type="checkbox"/> Fencing | 300 <input type="checkbox"/> Soil Nailing |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 240 <input type="checkbox"/> Grading and Earthwork | 310 <input checked="" type="checkbox"/> Street Construction |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 315 <input type="checkbox"/> Street Lighting |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 318 <input type="checkbox"/> Tennis Court Resurfacing |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 330 <input type="checkbox"/> Traffic Control During Construction |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 320 <input type="checkbox"/> Traffic Signals |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 335 <input type="checkbox"/> Trucking |
| | 399 <input type="checkbox"/> Other _____ |
| | _____ |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 435 <input type="checkbox"/> Masonry |
| 402 <input type="checkbox"/> Building Automation Systems | 437 <input type="checkbox"/> Metals |
| 403 <input type="checkbox"/> Concrete | 440 <input type="checkbox"/> Painting and Wallcovering |
| 404 <input type="checkbox"/> Doors and Windows | 445 <input type="checkbox"/> Plumbing |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 450 <input type="checkbox"/> Pump Repair |
| 410 <input type="checkbox"/> Elevator - Lifts | 455 <input type="checkbox"/> Pump Systems |
| 412 <input type="checkbox"/> Fire Suppression | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites-Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | _____ |

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: <http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.htm>. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Other _____

SECTION C: SBE
Instructions to Bidders
City of Madison
SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the

commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.

- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder in a separate sealed envelope marked: “**ENVELOPE 2 - SBE COMPLIANCE REPORT.**” This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below shall be deemed non-responsible and the bidder ineligible for award of this contract.

- 2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.1.1 **Cover Page**, Page C-7; and
- 2.4.2.1.2 **Summary Sheet**, C-8.

- 2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

- 2.4.2.2.1 **Cover Page**, Page C-7;
- 2.4.2.2.2 **Summary Sheet**, C-8; and
- 2.4.2.2.3 **SBE Contact Report**, C-9 and C-10. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is deemed non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the City Engineer and received within 72 hours of City of Madison’s notice. Postmark not applicable.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor’s SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business with annual gross receipts of less than \$750,000 when averaged over the past three year period;

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification:

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

Small Business Enterprise Compliance Report

SBE Contact Report

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

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

SBE Information:

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS
CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840

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

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

SECTION 102.10: MINIMUM RATE OF WAGE SCALE

For this project, payment of prevailing wages (white sheet) is not required if either: a single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$48,000; or no single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$100,000. For bids not meeting either of these conditions, prevailing wages shall be required.

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

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

All bidders are notified that all labor employed on City contracts must be paid in accordance with the minimum rate of wage scale included in the Contract Documents.

For the information of the employees working on the project, a copy of the wage scale included in the contract documents and the provisions of Section 66.0903(8) of the Wisconsin Statutes shall be kept posted by the employer and in at least one conspicuous and easily accessible place at the site of the project.

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor’s weekly pay period.

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison “Minimum Rate of Wage Scale” and that each employee’s rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to such employee. Questions regarding an employee’s classification or rate of pay within that classification, shall

be resolved by the practice that predominates in the industry and on which the trade or occupation rate/classification is based. Therefore, rate of pay, classification and work jurisdiction disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

The Contractor shall agree that the normal rate of wage paid to the Contractor's employees on other projects shall not be reduced or otherwise diminished as a result of the requirement to pay no less than the minimum rate of wage scale on a City project. Mulcting of employees on City projects by contractors, such as by kickbacks or other such devices, is prohibited.

These contract provisions shall apply to all work performed on the contract by the Contractor with its own organization and with assistance of laborers under its immediate superintendency and to all work performed by piecework or by subcontract. No laborer, worker, or mechanic shall be employed directly upon the site of the work except on a wage basis, but this shall not be construed to prohibit the rental of equipment from individuals.

In the event of a refusal by the Contractor to submit payroll records as required by the contract, the City of Madison shall have the option to cancel this contract and request the Surety to perform or to relet the balance of the work for bids, and in that event, to charge the Contractor for any loss which the City may incur thereby.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$51,500 for a single trade contract; or equal to or greater than \$251,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

Work under this contract generally consists of installing 6-inch, 8-inch, 12-inch and 16-inch ductile iron water main and appurtenances by open-cut methods and installing 20-inch HDPE water main by horizontal directional drilling methods. The total water main installation comprises approximately 4,000-LF of new pipe.

The new 16-inch ductile iron water main installation is located in a former rail corridor (future extension of the Cannonball bicycle and pedestrian path – 2013 project, by others). The 16-inch water main installation extends along the Cannonball Path corridor from Greenway View in the City of Madison to the South Beltline Frontage Road of the W Beltline Highway (US 12/14/18/151).

The 20-inch HDPE horizontal directional drilling (HDD) installation extends from the Cannonball Corridor south of the Beltline Frontage Road to the Cannonball Corridor north of the North Beltline Frontage Road. The HDD installation follows a 2,000-foot radius horizontal curve for approximately 600-LF.

New 12-inch ductile iron water main will be installed along the Cannonball Path corridor extending northeast from the HDD installation for approximately 600-LF and additionally 500-LF north through a stormwater drainage segment of the University of Wisconsin Arboretum. New 12-inch ductile iron will additionally extend approximately 800-LF along the North Beltline Frontage Road to connect to an existing dead-end water main. Additional 8-inch and 6-inch ductile iron connections will be installed at various locations as indicated on the plans.

Additionally, work under this contract shall generally include:

- Implementation of the approved Erosion Control Plan
- Implementation of the approved Traffic Control Plan
- Clearing and grubbing or tree removal, as identified on the plans
- Installation of ductile iron water main under existing streets and associated pavement patching
- Restoration and matting of all disturbed terrace areas
- Miscellaneous concrete and asphalt pavement replacement and restoration
- Placing and stockpiling any excess fill material in appropriate future fill locations

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

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

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison has information that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required:

At the north end of the project along the U.W. Arboretum Property between Badger Road and the Cannonball Right-of-Way, the University of Wisconsin and the City of Madison Engineering Division will be constructing new stormwater facilities including a new stormwater pond just north of the project limits. It is anticipated that the stormwater/pond project will begin approximately October 2012. Do not perform any work on U.W. Arboretum property until the joint stormwater and water main easement in this segment has been finalized and there has been written instruction to proceed from the Engineer. It is anticipated that the easement will be finalized by the time of the preconstruction meeting. Coordinate site access, erosion control measures, and any other measures required to accommodate adjacent projects.

The Contractor shall use care around existing plantings, fences, walls, bridges, curb and gutter, guard rail and medians that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. See Section 107.13 below for tree protection requirements.

SECTION 105.13 ORDER OF COMPLETION

Prior to beginning construction operations, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all major construction operations, conforming to the requirements as provided in Section 109.2, Prosecution of the Work.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Project Limits

Under no circumstances shall the Contractor grade or otherwise disturb land beyond the public property for the Cannonball Path, public street right-of-way, dedicated water main easements, or permitted areas of WisDOT Right-of-Way. Contractor shall at all times control his forces and that of his sub-contractors to prevent disturbance outside the construction limits. In particular Contractor shall restrict the area and duration of work within the dedicated water main easement on the Culver's Restaurant property located at 2102 W Beltline Highway to that necessary to connect to the existing water main and restore the area. Contractor may occupy or disturb additional areas for a construction trailer, material storage, directional drilling provisions, or any other use only with advance written approval from the Engineer.

Restore all disturbed areas to the satisfaction of Construction Inspector, Engineer or their designee. Restoration within the construction limits will be paid for under the appropriate bid items. Any areas outside those approved by the Construction Engineer that are disturbed shall be restored by the Contractor at his own expense.

If the Contractor fails to prevent disturbance outside the construction limits the Contractor shall, if requested by the Construction Engineer, clearly delineate the construction limits in the field with construction fence or other means. The cost to install, maintain and remove such fencing or marking shall be considered incidental to Mobilization.

Wetlands

Wetlands have been identified and delineated northeast of the water main installation in the north end of the Cannonball Corridor near the U.W. Arboretum. The wetland delineations are clearly shown on the plans. Exercise care that no fill is placed or disturbance takes place within wetlands.

Hauling Restrictions

All hauling to and from the project shall be via the North and South Beltline Frontage Roads except as necessary to access the local streets that are within the construction limits. Hauling by any other routes is permitted only with prior written approval of the Construction Engineer. Limit construction vehicle access, whenever possible, to one route.

Soil Contamination

Soil testing for contamination was performed in February 2008 and documented in a letter report by Gannett Fleming Inc dated April 10, 2008 and titled Results of Phase II Soil Investigation, Cannonball Trail, Chicago/Northwestern Rail Corridor. The report of the soil testing is available by contacting Adam Wiederhoeft, Madison Water Utility Engineering Section, at (608) 266-9121 or email at awiederhoeft@madisonwater.org.

The Phase II investigation consisted of the collection and chemical analysis of soil samples from 22 borings along the centerline of the railroad corridor at approximately 1000-foot intervals, from south of CTH PD to north of Beltline Highway. (Note: This was originally the Chicago/Northwestern rail corridor but more recently was owned by Union Pacific Railroad (UPRR) before being acquired by the City of Madison. It is generally referred to in these Special Provisions as the UPRR corridor.). This included 2 borings within the limits of the current project.

Two samples were collected from each boring, one from 0-2 feet below ground surface (bgs) and one from 2-4 feet bgs. Samples were analyzed for selected metals, PVOC's, PAH's and DRO. Arsenic, lead and some PAH compounds were detected at 0-2 feet bgs at concentrations greater than non-industrial contact standards contained in ch NR 720 Wis. Adm. Code and in Publication RR-519-97. Arsenic was also detected at concentrations greater than direct contact threat standards in samples collected at 2-4 feet bgs, but typically at concentrations an order of magnitude less than the shallower samples. Arsenic concentrations in the samples at 2-4 feet bgs are interpreted by the Wisconsin Department of Natural Resources (WDNR) to represent background concentrations typical of the Madison area. It is believed that the most likely source of the arsenic at shallow depths is use of an arsenic-bearing herbicide by the railroad.

Following meetings with City of Madison engineers, WDNR issued a Liability Clarification letter on May 12, 2008, a copy of which is available from the Madison Water Utility Engineering Section. The WDNR approves of the City's intention on this project to use materials excavated on the site as fills on-site such that no potentially contaminated materials are removed from the construction site. At completion of the work, all potentially contaminated soils in disturbed areas will be covered with asphalt pavement, crushed aggregate base or clean topsoil imported to the site. These requirements are further clarified as follows:

Excavation and Earthwork in Cannonball Path Right-of-Way

Reuse all excavated soil within the project limits.

For trenches, it is the intention that native excavated materials be used as trench backfill, except for: 1) select bedding material where required and 2) where compaction requirements cannot be met using native materials. Directional drilling will generate slurry material which may be impacted by contamination due to contact with native soils or chemical mixture additives. Make provisions for impounding the drilling fluids or cuttings at or near the entry or exit pits. These fluids must not be discharged into any delineated wetlands, waterway or any other sensitive environment. Should the provisions for storage of the fluids or cuttings on site be exceeded, immediately suspend drilling until these materials can be removed from the site. These materials shall be handled and disposed of, and all associated restoration/cleanup shall be completed with no unnecessary delays, in accordance with WDNR regulations. This shall be done at no cost to the City of Madison. Upon completion of the bore, dispose of any drilling fluids or cuttings in accordance with all applicable WDNR regulations. All activities associated with storing, containing, handling, contamination testing, hauling and disposing of drilling fluids/cuttings or subsequent site restoration due to these activities shall be considered incidental to Bid Item 70024 – Horizontal Directional Drill 20-Inch HDPE.

Excess waste material generated from trench excavation (*due to pipe bedding or material failing to meet compaction requirements, as described above*) shall be stockpiled on site as directed by Construction Inspector or Engineer. The stockpiles shall be adequately contained with silt fencing around the perimeter of the base and stabilized by application of polymer stabilization per the Standard Specifications, to the satisfaction of the Construction Inspector or Engineer. All costs associated with stockpiling excess material and subsequent polymer stabilization shall be considered incidental to the appropriate water main pipe & fittings installation bid items.

No excavated materials from the Cannonball Path Right-of-Way may be removed from the site without prior written approval of WDNR. Any such removal will likely require either additional testing or disposal at a WDNR-permitted landfill as special waste. Any additional costs associated with removing excavated soils from the site shall be the responsibility of the Contractor.

In the event excess excavated needs to be removed from the site, or the Contractor elects to remove material from the Cannonball Right-of-Way, the Contractor is advised to segregate trench material excavated from the upper 2 feet from that excavated below 2 feet bgs. The material below 2 feet bgs is most likely not impacted by contamination, and should be stockpiled separately. Contractor is responsible for the cost of stockpiling and testing this material, which shall be considered incidental to the appropriate item for pipe installation. If testing of the excavated material detects contaminants at concentrations above WDNR non-industrial levels, the Contractor shall dispose of the material in accordance with WDNR regulations. Verified non-contaminated soil may be disposed of conventionally, provided all applicable laws and regulations are adhered to.

Portions of the water main construction in this contract are located outside the former rail corridor. Site reconnaissance did not identify any areas of concern for possible contamination in these areas. Therefore, areas outside the original rail corridor, defined as areas more than 50 feet from the centerline of the path, are not subject to the above requirements. Excess excavated materials from these areas may be disposed of conventionally, provided all applicable laws and regulations are adhered to.

If contaminated soils are encountered on the project, beyond that identified in the report cited, inside or outside the former rail corridor, the Contractor shall terminate excavation in the area and notify the Engineer. Any such soils should be stockpiled on site for sampling.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

All work within Wisconsin Department of Transportation (WisDOT) Right-of-Way shall also conform to the Utility Accommodation Policy (UAP) of the WisDOT Highway Maintenance Manual Chapter 9:

Right-of-Way Use & Permits, Section 15: Utility Accommodation, as well as any special conditions of the Permit to Construct, Operate and Maintain Utility Facilities on Highway Right-of-Way.

No roadways may be closed to thru traffic during the project. Traffic on the North and South Beltline Frontage Roads must maintain one lane of traffic in each direction between the hours of 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m. Monday – Friday and maintain two way traffic, with flaggers if necessary, at all other times.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan. No vehicles, construction equipment or materials shall be parked or stored within Wisconsin DOT Right-of-Way at any time.

Pavement, sidewalks, and pedestrian paths near all construction entrances must be swept daily to the satisfaction of the Construction Inspector or Engineer. All necessary pavement sweeping is to be considered incidental under Bid Item 21011 – CONSTRUCTION ENTRANCE.

Access to properties and driveways may only be interrupted, when necessary for the construction of improvements, and only after at least three (3) working days advance notice to the property owners and occupants.

When required for construction, sidewalks may be closed for a period of 48-hours to accommodate construction activities. Maintain temporary ADA/Handicap accessible access if restoration or replacement of the sidewalk has not occurred within the 48-hour closure period. Otherwise, provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times, unless alternate routes are provided. Any alternate routes, for pedestrians or bicyclists shall be approved by the Traffic Engineer, prior to implementation.

Work areas must be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, at least one (1) working day prior to placement of the plates.

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Contact Scott Langer, Traffic Engineering Division, 266-5987, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

Madison Water Utility has submitted a City of Madison permit for site erosion control. Meet the conditions of the permit by properly installing and maintaining the erosion control measures shown on the plan, specified in these Special Provisions, or as directed by the Construction Engineer or designee. This work will be paid for under the appropriate contract bid items. Any required erosion control measures such as sweeping, dust suppression water/polymer is considered incidental to the contract. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has submitted a Wisconsin Department of Natural Resources (DNR) Water Resources Application for Project Permit (WRAPP) Construction Notice of Intent (NOI). Meet all conditions of the permit and be responsible for filling the Notice of Termination. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has received a WisDOT Permit to Construct, Operate and Maintain Utility Facilities on Highway Right-of-Way. All work within Wisconsin Department of Transportation (WisDOT) Right-of-Way shall also conform to the Utility Accommodation Policy (UAP) of the WisDOT Highway Maintenance Manual Chapter 9: Right-of-Way Use & Permits, Section 15: Utility Accommodation, as well as the WisDOT Standard Specifications for Highway and Structure Construction, and any special conditions of the Permit. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

It is the responsibility of the Contractor to identify, obtain and pay for any additional permits needed for construction. All additional permit costs shall be considered incidental to the Mobilization bid item for the Contract.

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

SECTION 109.2 PROSECUTION OF THE WORK

Contractor shall begin work on or before **Monday, July 23, 2012**. Work under this contract shall be substantially completed by **Friday, October 26, 2012**. Substantial completion shall include all underground work, any required grading or stockpiling excess fill material, placement of topsoil and matting, concrete restoration/replacement work. If weather allows, this shall include asphalt paving. If in the judgment of the Construction Engineer it is not possible to ensure the quality of the paving after October 15, the Contractor may either 1) request approval to pave this year, with acceptance of the work in 2012 or 2) request a suspension of the work and be allowed an additional **seven (7) Calendar Days** in 2013 to complete asphalt paving and restoration of shoulders. This time extension shall end on or before **June 1, 2013**.

The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract Time, unless otherwise specified in this section, shall be calculated in accordance with ARTICLE 109 of the Standard Specifications. No adjustments will be made to the Completion Date for any reason except by written request to and approval by the Board of Public Works in accordance with Section 109.8 of the Standard Specifications. The Contractor shall limit the workdays to 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing or as otherwise allowed in Section these Special Provisions.

In addition, the water main installation has interim deadlines to facilitate operation of the newly constructed Booster Station located in Leopold Park. The existing Cannonball Pipeline near Greenway View shall be extended, inter-connected to the existing water main in the South Beltline Frontage Road, pass required pressure and bacteriological tests, and be in-service by 7:00 p.m. **Friday, August 17, 2012**.

The directional drill installation of the 20-inch HDPE water main and the connection to the existing water main in the North Beltline Frontage Road west of the Cannonball Pipeline shall be completed, pass required pressure and bacteriological tests, and be in-service by 7:00 p.m. **Friday, September 7, 2012**.

The remaining connections to the existing water mains located in the U.W. Arboretum and the North Beltline Frontage Road east of the Cannonball Pipeline shall be completed, pass required pressure and bacteriological tests, and be in-service by 7:00 p.m. **Friday, October 5, 2012**.

Interim Liquidated Damages will be assessed for failure to complete this work prior to the stated Interim Completion Date, until the substantial completion deadline. The fixed, agreed upon Interim Liquidated Damages shall be **\$500.00 per each calendar day** beyond the interim completion date as established above. Interim Liquidated Damages are cumulative for each interim completion date not met, for a total not to exceed \$1500.00 per working day or \$855.00 per calendar day. SAID INTERIM LIQUIDATED DAMAGES ARE IN ADDITION TO ANY LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE REMAINDER OF THE PROJECT WITHIN CONTRACT TIME. Total daily damages shall not exceed the daily charges specified in ARTICLE 109 of the Standard Specifications.

Contract Hours

Work hours shall be limited to 7:00 a.m. to 7:00 p.m. Monday – Saturday in accordance to the Standard Specifications with the following exception. For one day, the Contractor may disregard the 7:00 a.m. start time requirement in order to connect to the existing water main in front of the Culver’s Restaurant located at 2102 W Beltline Highway. Any interruption in service to the restaurant required for this connection shall occur earlier than 7:00 a.m. Any lighting or other equipment necessary for working outside of normal contract hours is considered incidental to this exemption. Provide at least two (2) working days notice to Madison Water Utility as well as to both the restaurant owner and manager, contact information will be provided by the Madison Water Utility at the preconstruction meeting.

Access to Leased Property within the Cannonball Path Right-Of-Way

The City of Madison maintains a lease agreement with Kayser Ford for an area of the Cannonball Path adjacent to their property. The segment of leased property is approximately 20-feet wide and 500-feet long on the western edge of the Cannonball Path corridor, beginning at the South Beltline Frontage Road. The boundary of this segment is shown on the plans.

The Contractor may perform work in the leased property according to the plans or as directed by the Engineer under the following conditions. No work in the lease area shall begin prior to July 1, 2012. At least seven (7) days notice shall be provided to Kayser Ford to allow them adequate time for relocating vehicles and other personal property from the property prior to staging or other operations occurring on the leased property. When the work has been completed, the area disturbed during construction shall be restored, including pavement. Pavement replacement shall be paid under the Type III Trench Patch Bid Item. All pavement removal beyond the limits of the leased property shall be restored as terrace under the appropriate Terrace Restoration and Matting Bid Items, unless directed otherwise by the Construction Inspector or Engineer. After the restoration work is complete, Kayser Ford shall be notified that they may resume operations on the leased property.

Contact information for coordinating work in this area will be provided at the preconstruction meeting.

ARTICLE 210 - EROSION AND SEDIMENT CONTROL

Section 210.1 (G) Inlet Protection

Inlet protection shall be Type D-Hybrid wherever possible. When Type D-Hybrid inlet protection is not possible, use Type C – Modified inlet protection in accordance to the Standard Specifications.

ARTICLE 701 - WATER MAINS – GENERAL

Alternative Installation Proposals

This contract includes horizontal directional drilling installation methods for 20-inch HDPE water main. If the awarded Contractor elects to utilize equivalent horizontal directional drilling HDPE installation methods for other segments of the project as an alternative to open-cut installations as shown on the plan, he/she may propose alternative installation proposals to the Engineer for consideration. Alternative

installation proposals may only commence with authorization from the Engineer in writing, otherwise installations shall be installed according the latest revision of the Contract plans & specs.

Provisions for Water Installation and Abandonment

This project consists of the Contractor furnishing and installing 6-inch, 8-inch, 12-inch, and 16-inch ductile iron water main, and 20” HDPE water main. The Contractor shall be responsible for the abandonment of the existing water main including water valves, water valve access structures, and/or hydrants where designated on the plan as directed by the Construction Inspector or Engineer. The project limits for the work to be done are within the Cannonball Path ROW between Greenway View and the South Beltline Frontage Road, within the Cannonball ROW between the North Beltline Frontage Road and the U.W. Arboretum, within a public water main easement through U.W. Arboretum, within City of Madison public street ROW on the North and South Beltline Frontage Roads, as well as within Wisconsin Dept. of Transportation ROW along the West Beltline Highway (US 12/14/18/151).

Prior to beginning water main construction, the Contractor shall meet the conditions of the City permit and the WDNR NOI permit by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or designees. This work will be paid for under the appropriate contract bid items, or, if appropriate items are not included in the contract, shall be paid for as Extra Work.

Contractor is to use care around existing trees, plantings, fences, walls, steps, driveways and structures that are not designated on the plans for removal. Damage to these items during construction shall be repaired or replaced at no cost to the City of Madison. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the City Engineer and the City Forester. Coordinated any clearing and grubbing activities (Bid Item 90160) required for water main installation as indicated on the plans with the Engineer and Parks Department prior to beginning work.

As noted in Section 107.1 of these special provisions, soil contamination has been documented within the Cannonball Path right-of-way. Any excavated or disturbed native material must remain within the Cannonball path right-of-way, or be removed from the site at no cost to the City of Madison. It is expected that all cut materials or excess excavation materials not qualifying as acceptable backfill material shall be placed as future fill in other areas of the old railroad corridor. Any excavation occurring outside of the old railroad corridor may be disposed offsite.

For an electronic copy of the complete geotechnical report or any other cited reports, e-mail Adam Wiederhoeft at awiederhoeft@madisonwater.org.

View the sites prior to bidding and become familiar with existing conditions and utilities.

SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Madison Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.
- WN3 Existing service to be abandoned when water main is cut-off.
- WN4 Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
- WN5 Relocate the existing fire hydrant.
- WN6 Abandon water valve access structure.
- WN7 Furnish and install the new top section for the water access structure.
- WN8 Abandon the valve box.
- WN9 Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
- WN10 Remove and salvage existing hydrant.
- WN11 Replace the existing copper service with a new copper service.

BID ITEM SPECIAL PROVISIONS

BID ITEM 21014 – CONSTRUCTION ENTRANCE

Work under this bid item shall be in accordance with the City of Madison Standard Specifications for Public Works Construction. Approximate locations of construction entrances are shown on the Erosion Control Plan, the exact location and dimensions of all Construction Entrances shall be located by the Construction Inspector or Engineer and the Contractor based on site needs. The construction entrances shall be provided in accordance with Standard Detail Drawing S.D.D. 1.07 of the City of Madison Standard Specifications for Public Works Construction or as otherwise shown on the plans or detail sheets. The Construction Inspector or Engineer shall make the final determination regarding the required dimensions of each construction entrance based on the field conditions.

Pavement near all construction entrances must be swept daily to the satisfaction of the Construction Inspector or Engineer, including sidewalks and multi-use pedestrian paths. All costs of sweeping pavement near construction entrances are incidental to the Construction Entrance Bid Item.

When the construction entrance is located behind existing curb & gutter, securely place solid wooden ramps to protect the curb & gutter during construction. When the construction entrance is located behind sidewalk ensure pedestrian safety at all times, and take care to protect the sidewalk pavement. Any damage to the existing curb & gutter or sidewalk due to construction entrance activities shall be repaired or replaced by the Contractor at no cost to the City of Madison.

No vehicular access will be permitted on the existing paved portion of the Cannonball Path or the Connector Path through Aldo Leopold Park. Take care not to damage the existing asphalt path surfaces during the project. Any damage to the existing Cannonball Path/Connector Path pavement as a result of Contractor's activities shall be repaired by the Contractor at no expense to the City of Madison. If the existing asphalt pavement is damaged during construction, a representative from the City of Madison Engineering Division – Streets Section will determine the extent of repair/replacement required (i.e. new surface pavement vs. full replacement).

BID ITEMS 21061 and 21064 – EROSION MATTING, [CLASS], [TYPE]

description

Work under these items shall include installation of erosion matting, of the class and type specified, in locations directed by the Engineer in accord with Standard Detail Drawing S.D.D. 1.02 of the City of Madison Standard Specifications except as follows.

Class I, Type B erosion matting shall be used on disturbed areas in the Cannonball Right-of-Way south of the W. Beltline Highway and also on disturbed areas on U.W. Arboretum property, as well as any other locations identified on the Erosion Control plan or as directed by the Engineer. Class I, Type Urban A shall be used to restore other disturbed terrace locations shown on the plans, as directed by the Engineer, or as required as an incidental under other bid items (i.e. horizontal directional drilling installation of water main).

Restoration items such as topsoil and seeding are not included in the items of Erosion Matting [Class], [Type] but shall be measured and paid for separately under the applicable item for Terrace Restoration for Water Main or other applicable bid items.

BID ITEM 70024 - HORIZONTAL DIRECTIONAL DRILL 20" HDPE

Also, in addition to the Standard Specifications, the Contractor is responsible to make provisions for impounding the drilling fluids or cuttings at or near the entry or exit pits. Should the Contractor's provisions for storage of the fluids or cuttings on site be exceeded, the contractor shall suspend drilling until these materials can be removed from the site. These materials shall be handled and disposed of, and all associated restoration/cleanup shall be completed with no unnecessary delays, in accordance with WDNR regulations. This shall be done at no cost to the City of Madison. Upon completion of the bore, Contractor will dispose of any drilling fluids or cuttings in accordance with all applicable WDNR regulations. All activities associated with storing, containing, handling, contamination testing, hauling and disposing of drilling fluids or cuttings shall be considered incidental to Bid Item 70024 – Horizontal Directional Drill 20-Inch HDPE. As noted in Section 107.1 of these special provisions, soil contamination exists within the Cannonball Path right-of-way which could impact the disposal options for the drilling mud.

In accordance with the WisDOT Permit to Construct, Operate and Maintain Utility Facilities on Highway Right-of-Way, the directional drilling operation must be remotely monitored and controlled without the use of walk-over tracking devices. No traffic restrictions will be allowed on the West Beltline Highway at any time.

No vehicles, equipment or materials related to the directional drilling installation may be stored in WisDOT Right-of-Way at any time.

Do not disturb any identified wetlands, waterway or otherwise sensitive environment during directional drilling operations.

Utility line openings (ULOs) may be done as necessary by the Contractor or their designee to determine depth, size, location or any other relevant information regarding existing utilities that will be crossed by the directional drill installation. ULOs must be completed prior to beginning drilling operations to be considered for payment. The Contractor is responsible for coordinating work under the requirements of the Standard Specifications Section 508.1(a), as well as the with the WisDOT Permit to Construct, Operate and Maintain Utility Facilities on Highway Right-of-Way for ULOs located within WisDOT ROW. Coordinate any WisDOT ROW ULOs with the appropriate WisDOT Utility Coordinator prior to performing the work. The Contractor is required to provide or arrange to have any necessary depth or elevation measuring tools required for the ULOs, which will be considered incidental to the payment under the Utility Line Opening bid item.

Any 20-inch ductile iron fittings identified on the plans or otherwise required per the Standard Specifications to transition from the 20-inch HDPE to the 16-inch or 12-inch ductile iron water main installations shall be considered incidental to bid item 70024, for installing the 20-in HDPE water main.

Any site restoration requirements subsequent to the drilling operations, receiving pit construction, drill site access, or any other drilling related disturbance shall restore all disturbed terrace areas in accordance with the Standard Specifications for Terrace Restoration for Water Main, and also install Erosion Matting Class 1, Type Urban A in accordance to the Standard Specifications and these Special Provisions. All restoration work due to drilling operations shall be considered incidental to Bid Item 70024.

BID ITEM 70416 - ABANDON HYDRANT

When the Engineer or the Water Utility Inspector deems hydrants salvageable, the Contractor shall place the hydrant in a location accessible to allow pick up by the Madison Water Utility. If it is determined that the hydrant is unsalvageable, the Contractor shall dispose of it at no additional cost to the City.

BID ITEM 70424 - TERRANCE RESTORATION FOR WATER MAIN

In addition to the Standard Specifications, all Terrace Restoration for Water Main work located on U.W. Arboretum property shall be seeded with no-mow turf with annual rye mix meeting the requirements of Section 207.2(a) of the Standard Specifications. The no-mow turf with annual rye mix shall be seeded at a rate of 8.00 LBS/acre.

Allow no more than 1,500 trench feet of disturbed and un-restored area at any time. Restoration performed after October 5, 2012 shall be inspected the following spring. Areas that are not fully restored at the spring inspection must be re-seeded and fully restored at no additional cost to the City.

Salvaged topsoil obtained from excavation may be used within the project limits for some of the topsoil required, only if it is obtained from areas outside the rail corridor, as defined in Article 107 above. It is anticipated that most or all topsoil used will be imported from off the site. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a thickness of four (4) inches unless otherwise shown on plans.

BID ITEM 90160 - CLEARING & GRUBBING (COMPLETE)

No trees, other than those shown on the plan to be removed, shall be cut without the approval of the City Engineer and the City Forester. Coordinated any clearing and grubbing activities required for water main installation, as indicated on the plans, with the Engineer and Parks Department prior to beginning work.

Clearing & Grubbing (Complete) shall be performed in accordance to Article 204 – Clearing & Grubbing of the Standard Specifications for all areas identified on the plan or as directed by the Engineer for Clearing & Grubbing which are located within the Cannonball Path Corridor or City of Madison Right-of-Way. Clearing & Grubbing (Complete) shall also include any required removal & disposal of any abandoned railroad facilities in the Cannonball Path Right-Of-Way that may be required for construction, as well as all tree removals specifically indicated on the plans. Tree removals located in WisDOT Right-Of-Way shall be removed in accordance to the current edition of the WisDOT Standard Specifications for Highway and Structures Construction. Tree removals within the U.W. Arboretum are prohibited unless authorized in writing by the Engineer.

Clearing & Grubbing (Complete) shall be paid as one lump sum upon completion of the abovementioned tasks identified on the plans, and shall be considered full compensation for all clearing & grubbing, debris removal and disposal, tree removals, or any related incidentals required under this Contract.

BID ITEM 90161 - COMPLETE LANDSCAPE RESTORATION

The west connection to the existing water main in the North Beltline Frontage Road is located within a public water main easement along the south edge of 1202 W Beltline Highway (Culver's Restaurant). In order to make the connection some existing landscaping features (shrubs, perennials, landscape bedding, landscaping rocks, etc.) may be disturbed or removed during the necessary construction activities. In that event, the landscaping shall be restored by restoring or replacing all affected landscaping features. All work shall conform to Article 209 of the Standard Specifications. Payment for Complete Landscape Restoration shall be considered full compensation to restore any damaged landscape features to pre-disturbed condition, or better, within two (2) weeks of the connection work (see also Sections 107.1 and 109.2 of these Special Provisions regarding construction limits and scheduling/coordination requirements for the connection at this location).

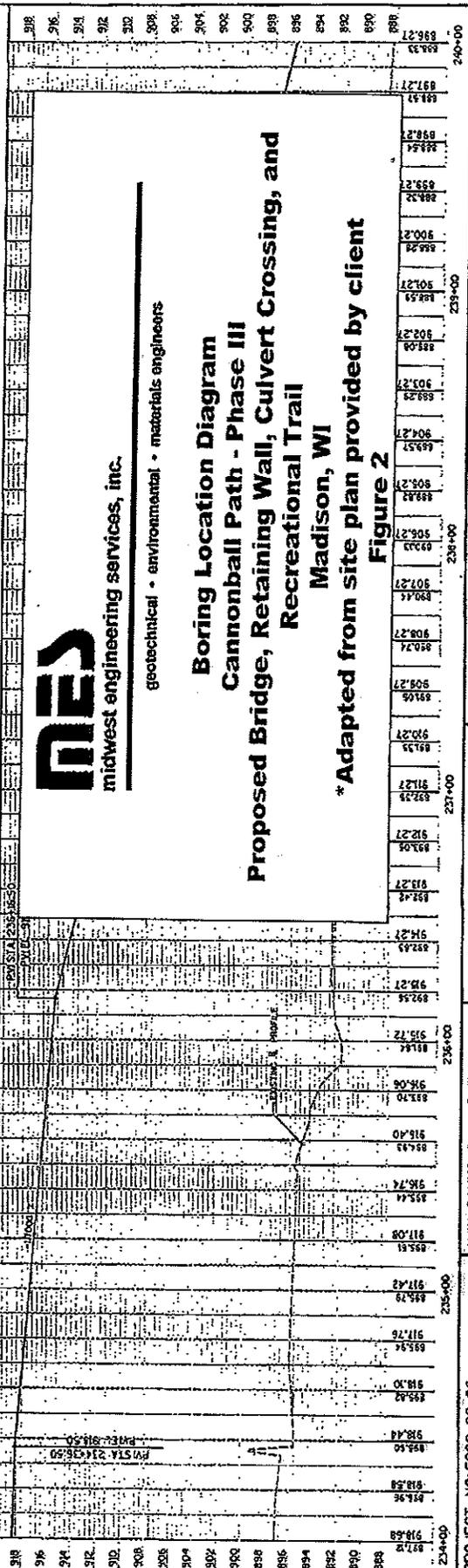
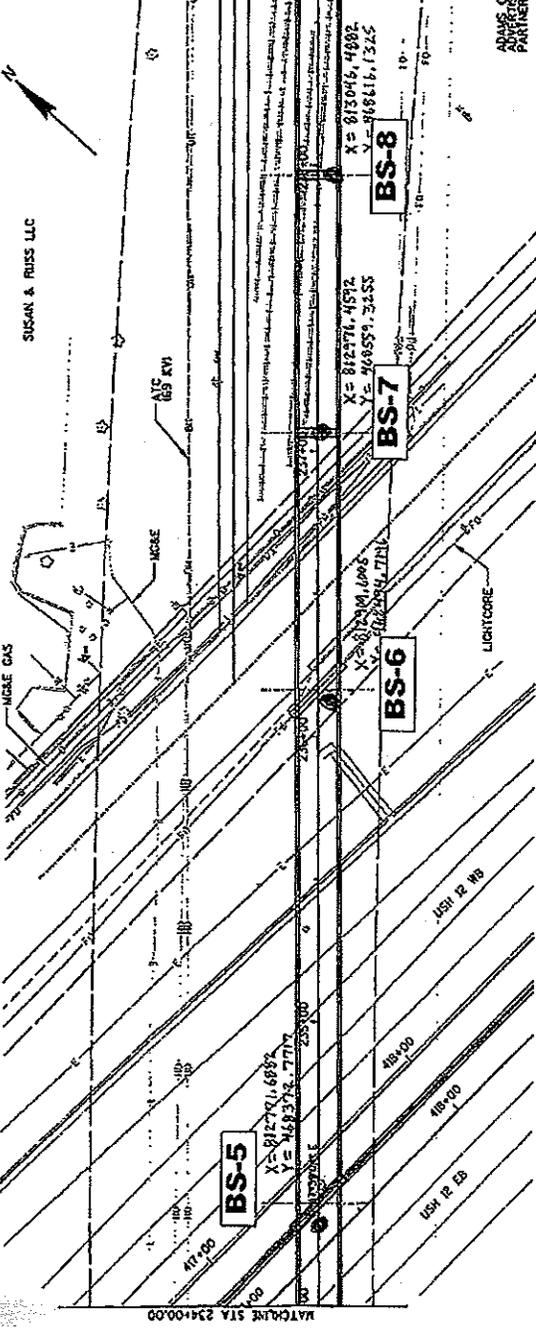
Terrace areas disturbed during necessary work activities at this connection shall be paid under Terrace Restoration for Water Main. If only terrace disturbance is necessary to complete the connection work at this location, no payment will be made for Complete Landscape Restoration.

BID ITEM 90162 - FURNISH AND INSTALL VALVE BOX

Install one 8-in valve box according the Standard Specifications at each end of the directionally-drilled HDPE pipe to house tracer wire per City of Madison Standard Specifications Section 703.8(f) – Horizontal Directional Drilling.

A CONTROL POINT TABLE

NO	STATION	DESCRIPTION	ELEV
1	230+00	TOP SURFACE ADJACENT TO CANNONBALL PATH	854.20
4	230+00	CUT X ON SIDEWALK	854.00



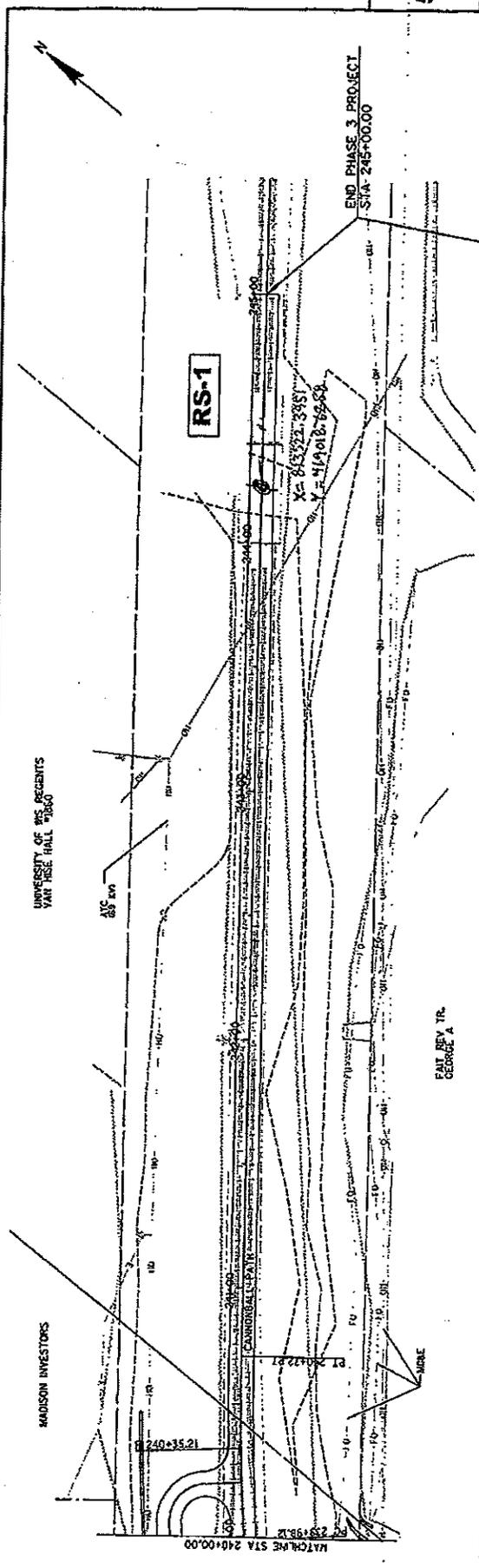
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**Boring Location Diagram
Cannonball Path - Phase III
Proposed Bridge, Retaining Wall, Culvert Crossing, and
Recreational Trail
Madison, WI**

* Adapted from site plan provided by client
Figure 2

STATION	ELEVATION
234+00	918.58
234+05	918.58
234+10	918.58
234+15	918.58
234+20	918.58
234+25	918.58
234+30	918.58
234+35	918.58
234+40	918.58
234+45	918.58
234+50	918.58
234+55	918.58
234+60	918.58
234+65	918.58
234+70	918.58
234+75	918.58
234+80	918.58
234+85	918.58
234+90	918.58
234+95	918.58
235+00	918.58
235+05	918.58
235+10	918.58
235+15	918.58
235+20	918.58
235+25	918.58
235+30	918.58
235+35	918.58
235+40	918.58
235+45	918.58
235+50	918.58
235+55	918.58
235+60	918.58
235+65	918.58
235+70	918.58
235+75	918.58
235+80	918.58
235+85	918.58
235+90	918.58
235+95	918.58
236+00	918.58
236+05	918.58
236+10	918.58
236+15	918.58
236+20	918.58
236+25	918.58
236+30	918.58
236+35	918.58
236+40	918.58
236+45	918.58
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236+75	918.58
236+80	918.58
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237+00	918.58
237+05	918.58
237+10	918.58
237+15	918.58
237+20	918.58
237+25	918.58
237+30	918.58
237+35	918.58
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238+35	918.58
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238+45	918.58
238+50	918.58
238+55	918.58
238+60	918.58
238+65	918.58
238+70	918.58
238+75	918.58
238+80	918.58
238+85	918.58
238+90	918.58
238+95	918.58
239+00	918.58
239+05	918.58
239+10	918.58
239+15	918.58
239+20	918.58
239+25	918.58
239+30	918.58
239+35	918.58
239+40	918.58
239+45	918.58
239+50	918.58
239+55	918.58
239+60	918.58
239+65	918.58
239+70	918.58
239+75	918.58
239+80	918.58
239+85	918.58
239+90	918.58
239+95	918.58
240+00	918.58



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**Boring Location Diagram
Cannonball Path - Phase III
Proposed Bridge, Retaining Wall, Culvert Crossing, and
Recreational Trail
Madison, WI
* Adapted from site plan provided by client
Figure 3**



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SOIL BORING LOG: BS-1 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 11, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 899.3	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	898.3	12"± Dark brown Sandy SILT/Silty SAND, with crushed stone, moist (Topsoil Fill)	1-AU	-	-	-	11	-	poor recovery no spoon sample
2	897.3								
3	896.3	Light brown Medium to Fine SAND, moist (Fill)	2-SS	8	-	-	1	-	
4	895.3								
5	894.3	Brown Clayey SILT/SILT, trace sand, with sand pockets, very moist	3-AU	10	-	-	17	-	
6	893.3								
7	892.3								
8	891.3		4-SS	5	-	-	18	-	
9	890.3								
10	889.3	Light brown Fine SAND, with silty sand seams, trace gravel, moist	5-SS	21	-	-	7	-	
11	888.3								
12	887.3								
13	886.3	Light brown Silty Fine SAND, with silt seams, little gravel, moist	6-SS	19	-	-	10	-	
14	885.3								
15	884.3								
16	883.3								
17	882.3								
18	881.3	Light brown to white Fine SAND, with fine sandy silt seams, possible cobbles and boulders, moist to wet (Possible Weathered Sandstone)	7-SS	63*	-	-	4	-	
19	880.3								
20	879.3								
21	878.3								
22	877.3								
23	876.3								
24	875.3								
25	874.3								
26	873.3		8-SS	64*	-	-	8	-	
27	872.3								
28	871.3								
29	870.3								
30	869.3		9-SS	80*	-	-	13	-	
31	868.3								
32	867.3								

V

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



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SOIL BORING LOG: BS-2 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 11, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 899.3	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	899.3	12"± Dark brown Silty SAND, with crushed gravel, moist (Topsoil Fill)	1-AU	-	-	-	12	-	
2	897.3	Brown Clayey SILT, moist							
3	896.3	Brown Silty CLAY, trace sand, moist	2-SS	7	3.5	2.72	17	-	
4	895.3								
5	894.3	Brown Silty SAND, trace clay, with silty clay lenses, moist	3-SS	10	-	-	12	-	
6	893.3								
7	892.3	Brown Clayey SILT/Silty CLAY to Sandy CLAY, with sand seams, wet	4-SS	5	-	-	21	-	
8	891.3								
9	890.3		5-SS	19	-	-	7	-	
10	889.3								
11	888.3								
12	887.3								
13	886.3								
14	885.3								
15	884.3		6-SS	21	-	-	6	-	
16	883.3								
17	882.3								
18	881.3								
19	880.3								
20	879.3								
21	878.3	Light brown to white Medium to Fine SAND, trace to little silt, with silty sand/sandy silt seams and lenses, trace gravel, possible cobbles and boulders, moist to wet (Possible Weathered Sandstone at greater depths)	7-SS	73*	-	-	18	-	
22	877.3								
23	876.3								
24	875.3								
25	874.3		8-SS	81/11**	-	-	7	-	
26	873.3								
27	872.3								
28	871.3								
29	870.3		9-SS	82/9**	-	-	7	-	
30	869.3								
31	868.3								
32	867.3								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



midwest engineering services, inc.

SOIL BORING LOG: BS-3 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 24, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 898.1	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	897.1	14"± Dark brown Silty CLAY, little sand, moist (Topsoil)	1-AU	-	-	-	19	-	
2	896.1	Brown Silty CLAY/Clayey SILT, moist							
3	895.1								
4	894.1	Brown Sandy CLAY/Clayey SAND, with silty sand seams, very moist	2-SS	8	2.75	3.63	21	-	
5	893.1								
6	892.1	Light brown SAND, with sandy, clayey silt seams, very moist	3-SS	8	0.75	1.15	14	-	
7	891.1								
8	890.1		4-SS	7	-	-	10	-	
9	889.1								
10	888.1		5-SS	10	-	-	7	-	
11	887.1								
12	886.1		6-SS	45*	-	-	4	-	
13	885.1								
14	884.1		7-SS	50/6**	-	-	4	-	
15	883.1								
16	882.1	Light brown Fine SAND, with silty sand seams, trace gravel, trace to little silt, possible cobbles and boulders (Possible Weathered Sandstone at greater depths)	8-SS	83*	-	-	5	-	
17	881.1								
18	880.1		9-SS	69*	-	-	8	-	
19	879.1								
20	878.1								
21	877.1								
22	876.1								
23	875.1								
24	874.1								
25	873.1								
26	872.1								
27	871.1								
28	870.1								
29	869.1								
30	868.1								
31	867.1								
32	866.1								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



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SOIL BORING LOG: BS-4 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 24, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 898.9	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	895.9	7"± Dark brown Clayey SILT/SILT, trace to little fine sand, moist (Topsoil)	1-AU	-	-	-	21	-	
2	894.9								
3	893.9	Brown SILT/Clayey SILT, damp							
4	892.9								
5	891.9	Light brown and brown mottled Silty CLAY, with silt lenses, damp to moist	2-SS	12	3.5	-	18	-	
6	890.9								
7	889.9								
8	888.9	Light brown and brown Clayey SILT, little to some sand and gravel, with sand/silty sand seams, very moist	3-SS	14	4.0	4.33	18	-	
9	887.9								
10	886.9								
11	885.9	Light brown and brown Clayey SILT, little to some sand and gravel, with sand/silty sand seams, very moist	4-SS	9	-	-	16	-	
12	884.9								
13	883.9								
14	882.9	Light brown and brown Fine SAND, trace gravel, trace to little silt, possible cobbles and boulders, damp to moist	5-SS	18	-	-	15	-	
15	881.9								
16	880.9								
17	879.9	Light brown and brown Fine SAND, trace gravel, trace to little silt, possible cobbles and boulders, damp to moist	6-SS	22	-	-	3	-	
18	878.9								
19	877.9								
20	876.9	Light brown, white, and yellow Silty Fine SAND, little to with gravel, with sandy clayey silt seams, possible cobbles and boulders, very moist (Possible Weathered Sandstone)	7-SS	94/9**	-	-	5	-	
21	875.9								
22	874.9								
23	873.9	Light brown, white, and yellow Silty Fine SAND, little to with gravel, with sandy clayey silt seams, possible cobbles and boulders, very moist (Possible Weathered Sandstone)	8-SS	93/10**	-	-	7	-	
24	872.9								
25	871.9								
26	870.9	Light brown, white, and yellow Silty Fine SAND, little to with gravel, with sandy clayey silt seams, possible cobbles and boulders, very moist (Possible Weathered Sandstone)	9-SS	88*	-	-	12	-	
27	869.9								
28	868.9								
29	867.9	Light brown, white, and yellow Silty Fine SAND, little to with gravel, with sandy clayey silt seams, possible cobbles and boulders, very moist (Possible Weathered Sandstone)							
30	866.9								
31	865.9								
32	864.9								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



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SOIL BORING LOG: BS-6 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 25, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
		Ground Surface Elevation: 892.4							
1	891.4	Dark brown Silty CLAY/Clayey SILT, moist (Possible Topsoil Fill)	1-AU	-	-	-	21	-	
2	890.4								
3	889.4	Brown mottled Silty CLAY, trace to little sand, with sand and silt lenses, moist to very moist	2-SS	15	4.5	2.47	16	-	
4	888.4								
5	887.4								
6	886.4		3-SS	8	1.0	1.24	16	-	
7	885.4	Light brown to brown Fine SAND, trace to little silt, trace to little gravel, with silty clay lenses, moist							
8	884.4								
9	883.4		4-SS	14	-	-	6	-	
10	882.4								
11	881.4		5-SS	23	-	-	3	-	
12	880.4								
13	879.4	White Medium SAND, trace gravel, with silt pockets, possible cobbles and boulders, moist (Possible Weathered Sandstone)							
14	878.4								
15	877.4		6-SS	27	-	-	5	-	
16	876.4								
17	875.4	Light brown Silty Fine SAND and GRAVEL, possible cobbles and boulders, moist (Possible Weathered Sandstone)							
18	874.4								
19	873.4		7-SS	97/9**	-	-	9	-	
20	872.4	White Fine SAND, with silt lenses, possible cobbles and boulders, wet (Possible Weathered Sandstone)							
21	871.4								
22	870.4	White Fine SAND, with silt lenses, possible cobbles and boulders, wet (Possible Weathered Sandstone)							
23	869.4								
24	868.4		8-SS	50/5**	-	-	11	-	V
25	867.4								
26	866.4	White Fine SAND, with silt lenses, possible cobbles and boulders, wet (Possible Weathered Sandstone)							
27	865.4								
28	864.4								
29	863.4								
30	862.4		9-SS	50/5**	-	-	21	-	V
31	861.4								poor recovery
32	860.4								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



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SOIL BORING LOG: BS-7 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 25, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 891.7	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	890.7	4"± Dark brown Silty Fine SAND, trace gravel, with root matter, moist (Topsoil Fill)	1-AU	-	-	-	21	-	
2	889.7								
3	888.7	Black Silty SAND and GRAVEL, moist (Fill - Possible Milled Asphalt Pavement)							
4	887.7	Brown mottled Silty CLAY, moist	2-SS	5	2.5	-	26	-	
5	886.7	Brown Sandy CLAY, with silty sand lenses, very moist							
6	885.7								
7	884.7								
8	883.7	Brown Clayey SILT, trace to some sand, with silty sand and gravel seams, very moist							
9	882.7								
10	881.7	Grayish brown SAND, trace gravel, trace to little silt, with silty sand seams and silty clay pockets, possible cobbles and boulders, moist							
11	880.7		5-SS	32*	-	-	6	-	
12	879.7								
13	878.7								
14	877.7								
15	876.7	White to light brown SAND, trace silt, with fine sandy silt seams, possible cobbles and boulders, moist to wet (Possible Weathered Sandstone)							
16	875.7		6-SS	50/3**	-	-	9	-	poor recovery
17	874.7								
18	873.7								
19	872.7								
20	871.7								
21	870.7								
22	869.7								
23	868.7								
24	867.7								
25	866.7								
26	865.7								
27	864.7								
28	863.7								
29	862.7								
30	861.7								
31	860.7								
32	859.7								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



midwest engineering services, inc.

SOIL BORING LOG: BS-8 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 27, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 890.2	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	889.2	18"± Dark brown Silty SAND and GRAVEL, moist (Topsoil Fill)	1-AU	-	-	-	13	-	
2	889.2	Brown Silty CLAY/Clayey SILT, moist							
3	887.2	Brown mottled Sandy CLAY, moist							
4	886.2		2-SS	8	-	-	14	-	
5	885.2								
6	884.2	Brown mottled Clayey SILT, trace to little sand, with sand seams, very moist	3-SS	6	-	-	17	-	
7	883.2								
8	882.2	Brownish gray Silty SAND and GRAVEL, possible cobbles and boulders, moist	4-SS	59*	-	-	8	-	possible petroleum odor
9	881.2								
10	880.2								
11	879.2	Brownish gray Fine SAND, with silty fine sand seams, moist	5-SS	25	-	-	13	-	possible slight petroleum odor
12	878.2								
13	877.2								
14	876.2								
15	875.2								
16	874.2		6-SS	34*	-	-	14	-	possible petroleum odor
17	873.2								
18	872.2	White, light grayish brown and light brown Medium to Fine SAND, with silty sand seams, trace silt and gravel, possible cobbles and boulders, moist to very moist (Possible Weathered Sandstone)							
19	871.2								
20	870.2								
21	869.2		7-SS	47*	-	-	3	-	possible slight petroleum odor
22	868.2								
23	867.2								
24	866.2								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



midwest engineering services, inc.

SOIL BORING LOG: BS-9 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 27, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 889.0	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	888.0	4" ± Black Silty Sand, moist (Topsoil)	1-AU	-	-	-	16	-	V
2	887.0								
3	886.0								
4	885.0	Brown mottled Silty CLAY, with silt lenses, trace sand, damp to moist	2-SS	10	3.0	-	15	-	
5	884.0								
6	883.0								
7	882.0	Brown Silty Medium SAND, trace gravel, moist	3-SS	10	3.5	3.66	22	-	
8	881.0								
9	880.0								
10	879.0	Brown medium SAND with silt seams, moist	4-SS	18	-	-	7	-	
11	878.0								
12	877.0								
13	876.0								
14	875.0	Light brown Silty SAND, with fine sand seams, trace to little gravel, moist	5-SS	29	-	-	11	-	
15	874.0								
16	873.0								
17	872.0	Light brown mottled silty fine SAND, trace to little gravel, moist	6-SS	16	-	-	5	-	
18	871.0								
19	870.0								
20	869.0	Light brown mottled silty fine SAND, trace to little gravel, moist	7-SS	31*	-	-	17	-	
21	868.0								
22	867.0								
23	866.0								
24	865.0								

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



midwest engineering services, inc.

SOIL BORING LOG: BS-10 (Page 1 of 2)

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 28, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 888.5	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	887.5	2"± Dark brown Silty SAND, little gravel, moist (Topsoil Fill)	1-AU	-	-	-	7	-	
2	886.5	Brown Silty SAND and GRAVEL, with silty clay, very moist (Fill)							
3	885.5	Brown and black Clayey SILT/Silty CLAY, little sand, with silt pockets, with intermixed topsoil, moist (Fill)	2-SS	14	-	-	11	-	
4	884.5								
5	883.5								
6	882.5	Brown Silty CLAY, trace to little sand, with silt lenses and sandy clay/sand seams, moist	3-SS	9	-	-	25	-	
7	881.5								
8	880.5								
9	879.5	Brown Silty CLAY, trace to little sand, with silt lenses and sandy clay/sand seams, moist	4-SS	9	2.0	2.35	14	-	
10	878.5								
11	877.5								
12	876.5	Brown to grayish brown Clayey SILT to SILT, trace sand and gravel, with sand and gravel pockets, very moist							
13	875.5								
14	874.5								
15	873.5	Brown to grayish brown Clayey SILT to SILT, trace sand and gravel, with sand and gravel pockets, very moist	6-SS	11	-	-	24	-	
16	872.5								
17	871.5								
18	870.5	Light brown Medium to Fine SAND, trace silt, some gravel, possible cobbles and boulders, moist							
19	869.5								
20	868.5								
21	867.5	Light brown Medium to Fine SAND, trace silt, some gravel, possible cobbles and boulders, moist	7-SS	30*	-	-	3	-	
22	866.5								
23	865.5								
24	864.5	White to light brown Fine SAND, trace gravel, with silt/silty sand seams, trace to little silt, possible cobbles and boulders, very moist to wet (Possible Weathered Sandstone)							
25	863.5								
26	862.5								
27	861.5	White to light brown Fine SAND, trace gravel, with silt/silty sand seams, trace to little silt, possible cobbles and boulders, very moist to wet (Possible Weathered Sandstone)	8-SS	50/2**	-	-	11	-	poor recovery
28	860.5								
29	859.5								
30	858.5	White to light brown Fine SAND, trace gravel, with silt/silty sand seams, trace to little silt, possible cobbles and boulders, very moist to wet (Possible Weathered Sandstone)							
31	857.5								
32	856.5								
			9-SS	50/5**	-	-	26	-	

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



midwest engineering services, inc.

SOIL BORING LOG: RS-1

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, WI

Drill Date: October 28, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 875.7	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	874.7	3"± Dark brown Silty CLAY, moist (Topsoil)	1-AU	-	-	-	-	-	
2	873.7	Brown mottled Silty CLAY, with silty sand seams, moist							
3	872.7								
4	871.7		2-SS	5	-	-	18	-	
5	870.7	Brown mottled Clayey SILT/SILT, little sand, with silty sand seams, moist to very moist							
6	869.7			3-SS	10	-	-	14	-
7	868.7	Light brown Clayey SILT, trace sand and gravel, with sand lenses and silty sand seams, moist to very moist							
8	867.7			4-SS	9	-	-	11	-
9	866.7	Brown and light brown Fine SAND, little silt, with silty sand seams, moist to very moist							
10	866.7								
11	864.7		5-SS	16	-	-	9	-	
End of Boring: 11½'									
Notes:									
Water Level / Caving Observations: Water Level During Drilling: none Water Level Upon Completion: none Caved at Upon Completion: 9 ± ft (El. 866.7±)					Additional Comments: *N value may be elevated due to cobbles and boulders Boring Location Offset: none				

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.



midwest engineering services, inc.

SOIL BORING LOG: RW-1

Project: Cannonball Path - Phase III

Project No.: 7-93053

Location: Madison, Wisconsin

Drill Date: October 28, 2011

Depth Below Surface/Elev. (ft)		VISUAL SOIL CLASSIFICATION Ground Surface Elevation: 881.7	Sample No.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	Remarks
1	880.7	16"± Dark brown Clayey SILT with fibers, very moist (Peat Topsoil)	1-AU	-	-	-	213	-	
2	879.7	Brown Silty CLAY, trace to little sand, moist							
3	878.7								
4	877.7	Brown Sandy, Clayey SILT, trace gravel, very moist	2-SS	8	2.0	1.4	18	-	
5	876.7								
6	875.7	Grayish brown Silty SAND, very moist	3-SS	9	-	-	14	-	
7	874.7								
8	873.7	Brown SILT, little sand, with sand and gravel pockets, moist	4-SS	17	-	-	15	-	
9	872.7								
10	871.7	Light brown Silty Fine SAND, with fine sand lenses, moist	5-SS	14	-	-	16	-	
11	870.7								
12	869.7	White Fine SAND, trace gravel, very moist to wet (Possible Weathered Sandstone)	6-SS	60*	-	-	15	-	
13	868.7								
14	867.7								
15	866.7								
16	865.7								
17	864.7								
18	863.7								
19	862.7								
20	861.7								
21	860.7		7-SS	50/2**	-	-	13	-	000% recovery V
End of Boring: 21'									
Notes:									
Water Level / Caving Observations: Water Level During Drilling: 21 ± ft (El. 860.7±) V Water Level Upon Completion: None Caved at Upon Completion: 16 ± ft (El. 865.7±)					Additional Comments: *N value may be elevated due to cobbles and boulders Boring Location Offset: None				

Lines of demarcation represent approximate boundaries between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual.

SECTION E: PROPOSAL

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2011 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal.
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. Accompanying this Proposal is Bid Bond or Certified Check in the amount of _____ Dollars (\$_____) or a Certificate of Biennial Bid Bond as required by the Advertisement for Bids.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of _____
(name of corporation, partnership, or person submitting bid)
a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____; State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)

My Commission Expires _____

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

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

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

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

Name of Business

Street Address or P O Box	City	State	Zip Code
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Name of Business

Street Address or P O Box	City	State	Zip Code
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I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

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

Name of Corporation, Partnership or Sole Proprietorship

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

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

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

Best Value Contracting

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

2. Some Contractors are exempt due to the size of the work force. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin.

Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.

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

Legend

Number of Journeyworkers	The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.
W-ATT	The Contractor is an active trade trainer in the State of Wisconsin for the trade indicated.
US-ATT	The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.
SB-ATT	The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.

The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades on this project.

The Contractor has reviewed this list on E-4 and has checked the appropriate box by each apprenticeable trade to be used on the project.

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

Apprenticeable Trades

Check the box in the column "Trade Used on This Project" for each apprenticeable trades used on this project. For those trades used on the project indicated the number of journeyworkers that are employed company wide and check a box to the right of the trade as to how the Contractor will comply MGO 33.07(7). Refer to the legend on page E-3 for the meaning associated with each heading. The Contractor must check one of the boxes on the right for each apprenticeable trade used and checked on the left.

Trade Used on Contract	Apprenticeable Trades	Number of Journeyworkers	W-ATT	US-ATT	SB-ATT
<input type="checkbox"/>	Bricklayer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Carpenter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Cement Mason / Concrete Finisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Cement Mason (Heavy Highway)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Construction Craft Laborer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Data Communication Installer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Electrician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Glazier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Heavy Equipment Operator / Operating Engineer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Insulation Worker (Heat & Frost)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker (Assembler, Metal Bldgs)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Painter & Decorator		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plasterer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plumber		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Residential Electrician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Roofer & Waterproofer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sheet Metal Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sprinklerfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Refrigeration)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Service)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Taper & Finisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Telecommunications (Voice, Data & Video) Installer-Technician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tile Setter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSAL

NAME OF BIDDER

CANNONBALL PIPELINE PHASE 3 - 2012

CONTRACT NO. 6840

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
WATER ACCOUNT NO. EW01-58273-810516-00-53W1382					
10703	TRAFFIC CONTROL FOR WATER MAIN INSTALLATION	1.00	LUMP SUM		\$ -
10913	MOBILIZATION FOR WATER MAIN INSTALLATION	1.00	LUMP SUM		\$ -
20217	CLEAR STONE	140.00	TON		\$ -
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1.00	LUMP SUM		\$ -
21002	EROSION CONTROL INSPECTION	5.00	EACH		\$ -
21011	CONSTRUCTION ENTRANCE	2.00	EACH		\$ -
21022	SILT FENCE - PROVIDE INSTALL & MAINTAIN	2480.00	L.F.		\$ -
21024	SILT SOCK (12-INCH) - COMPLETE	880.00	L.F.		\$ -
21036	INLET PROTECTION, TYPE C MODIFIED - PROVIDE & INSTALL	2.00	EACH		\$ -
21037	INLET PROTECTION, TYPE C MODIFIED - MAINTAIN	10.00	EACH		\$ -
21038	INLET PROTECTION, TYPE C MODIFIED - REMOVE	2.00	EACH		\$ -
21056	INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL	9.00	EACH		\$ -
21057	INLET PROTECTION, TYPE D HYBRID - MAINTAIN	45.00	EACH		\$ -
21058	INLET PROTECTION, TYPE D HYBRID - REMOVE	9.00	EACH		\$ -
21061	EROSION CONTROL MATTING, CLASS 1, URBAN TYPE A	1950.00	S.Y.		\$ -
21064	EROSION CONTROL MATTING, CLASS 1, TYPE B	1900.00	S.Y.		\$ -
40382	REMOVE & REPLACE CONCRETE CURB & GUTTER, HAND PLACED	60.00	L.F.		\$ -
40391	REMOVE & REPLACE 5" THICK CONCRETE SIDEWALK	100.00	S.F.		\$ -
50226	UTILITY TRENCH PATCH TYPE III	220.00	S.Y.		\$ -
50801	UTILITY LINE OPENING (ULO)	12.00	EACH		\$ -
70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	45.00	L.F.		\$ -
70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	255.00	L.F.		\$ -
70004	FURNISH AND INSTALL 10 INCH PIPE & FITTINGS	10.00	L.F.		\$ -

PROPOSAL

NAME OF BIDDER

CANNONBALL PIPELINE PHASE 3 - 2012

CONTRACT NO. 6840

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
70005	FURNISH AND INSTALL 12 INCH PIPE & FITTINGS	1800.00	L.F.		\$ -
70006	FURNISH AND INSTALL 16 INCH PIPE & FITTINGS	1340.00	L.F.		\$ -
70013	FURNISH AND INSTALL 20 INCH STEEL CASING	67.00	L.F.		\$ -
70014	FURNISH AND INSTALL 24 INCH STEEL CASING	40.00	L.F.		\$ -
70024	HORIZONTAL DIRECTIONAL DRILL 20 INCH PIPE	575.00	L.F.		\$ -
70405	CUT-IN CONNECTION	1.00	EACH		\$ -
70407	FURNISH AND INSTALL HYDRANT	6.00	EACH		\$ -
70408	SELECT FILL - SAND FOR WATER	1500.00	L.F.		\$ -
70413	FURNISH AND INSTALL STYROFOAM	24.00	L.F.		\$ -
70424	TERRACE RESTORATION	3300.00	LF		\$ -
70428	FURNISH AND INSTALL 6 INCH VALVE	6.00	EACH		\$ -
70429	FURNISH AND INSTALL 8 INCH VALVE	3.00	EACH		\$ -
70431	FURNISH AND INSTALL 12 INCH VALVE	7.00	EACH		\$ -
70432	FURNISH AND INSTALL 16 INCH VALVE	4.00	EACH		\$ -
70456	FURNISH EXCAVATION AND DITCH FOR LIVE TAP	2.00	EA		\$ -
90160	CLEARING & GRUBBING	1.00	LUMP SUM		\$ -
90161	COMPLETE LANDSCAPE RESTORATION	1.00	LUMP SUM		\$ -
90162	FURNISH AND INSTALL VALVE BOX	2.00	EA		\$ -
GRAND TOTAL					\$0.00

SECTION F: BID BOND

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

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

CANNONBALL PIPELINE PHASE 3 - 2012 CONTRACT NO. 6840

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

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

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

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

Seal

Principal

Date

By:

Name of Surety

By:

Date

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

Date

Agent

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION G: AGREEMENT

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

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

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

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

CANNONBALL PIPELINE PHASE 3 - 2012 CONTRACT NO. 6840

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

SECTION H: PAYMENT AND PERFORMANCE BOND

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

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

**CANNONBALL PIPELINE PHASE 3 - 2012
CONTRACT NO. 6840**

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

Signed and sealed this _____ day of _____,

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. _____ for the year 20_____, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

Agent

MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 22, 2011

The attached "Prevailing Wage Rate Determination: (Pages 1 through 32), issued February 22, 2011, is hereby approved as the Minimum Wage Scale of the City of Madison.

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/14/2011
Amended On: 01/28/2011

DETERMINATION NUMBER: 201100105

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.
ELECTRONIC CERTIFIED: PAYROLL REPORTS:	Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm .

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer	28.31	14.91	43.22
102	Boilermaker	33.64	19.92	53.56
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter	28.31	14.91	43.22
106	Carpet Layer or Soft Floor Coverer	28.31	14.91	43.22
107	Cement Finisher	30.73	14.38	45.11
108	Drywall Taper or Finisher	25.95	13.20	39.15
109	Electrician	32.55	18.68	51.23
110	Elevator Constructor	43.79	21.82	65.61
111	Fence Erector	22.50	3.66	26.16
112	Fire Sprinkler Fitter	36.89	15.10	51.99
113	Glazier	36.92	8.53	45.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.90	17.11	48.01
117	Lather	28.31	14.91	43.22
118	Line Constructor (Electrical)	35.26	21.35	56.61
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	31.46	15.45	46.91
121	Metal Building Erector	30.90	16.69	47.59
122	Millwright	29.91	14.91	44.82
123	Overhead Door Installer	17.25	3.00	20.25

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
124	Painter Future Increase(s): Add \$.60/hr. on 6/1/2011; Add \$.75/hr. on 6/1/2012 Premium Increase(s): Add \$.25/hr. sandblasting; Add \$.40/hr. paperhanging; Add \$1.00/hr. spray/structural steel; Add \$.30/hr. for drywall taper.	25.65	13.20	38.85
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver	28.81	14.91	43.72
127	Pipeline Fuser or Welder (Gas or Utility)	28.91	17.34	46.25
129	Plasterer	27.68	14.22	41.90
130	Plumber	36.62	14.92	51.54
132	Refrigeration Mechanic	37.21	19.04	56.25
133	Roofer or Waterproofer	28.85	0.37	29.22
134	Sheet Metal Worker	34.23	19.60	53.83
135	Steamfitter Future Increase(s): Add \$.90/hr on 2/1/11; Add \$.90/hr on 6/1/11; Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	39.00	15.76	54.76
137	Teledata Technician or Installer	21.26	11.52	32.78
138	Temperature Control Installer	31.61	17.90	49.51
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	20.27	0.44	20.71
142	Tile Setter	29.21	7.80	37.01
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02
147	Siding Installer	12.00	4.34	16.34
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59

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>	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	1.09	25.77
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

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	31.32	10.83	42.15
203	Three or More Axle	17.75	15.58	33.33
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.75	15.58	33.33

LABORERS

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>	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.69	12.90	37.59
302	Asbestos Abatement Worker	16.00	4.81	20.81
303	Landscaper	13.00	0.00	13.00
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	19.94	11.65	31.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

**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).	30.89	17.85	48.74
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). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.42	17.96	50.38
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. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68
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.	32.20	18.69	50.89

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.	34.62	17.96	52.58
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).	34.88	9.78	44.66
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).	33.28	9.70	42.98

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>	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.82	17.96	47.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	23.98	6.72	30.70
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	29.27	16.85	46.12
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	31.46	15.45	46.91
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	29.02	11.47	40.49
111	Fence Erector	22.50	3.66	26.16
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	21.35	56.61
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	1.09	25.77
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

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	31.32	10.83	42.15
203	Three or More Axle	17.75	14.95	32.70
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.75	14.95	32.70

LABORERS

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>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.45/hr on 6/6/2011. Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.83	12.89	38.72
303	Landscaper	13.00	0.00	13.00
304	Flagperson or Traffic Control Person	21.40	12.40	33.80
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate.	34.62	17.96	52.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.42	17.96	50.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
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 \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
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.	35.05	18.08	53.13

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
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.	32.20	18.69	50.89

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
103	Bricklayer, Blocklayer or Stonemason	33.80	20.37	54.17
105	Carpenter	28.31	14.91	43.22
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/11; Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): Effective 6/1/2011 for "Airport Pavement or State Highway Construction" project type only, add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night to avoid peak traffic volumes under artificial illumination with traffic control. The work is completed after sunset and before sunrise.	29.37	15.13	44.50
109	Electrician	37.25	14.68	51.93
111	Fence Erector	33.90	21.81	55.71
116	Ironworker	30.90	17.11	48.01
118	Line Constructor (Electrical)	35.26	21.35	56.61
124	Painter	26.00	12.15	38.15
125	Pavement Marking Operator	26.54	14.45	40.99
126	Piledriver	30.31	15.68	45.99
133	Rofer or Waterproofer	28.85	0.37	29.22
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.23	15.04	48.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	13.51	41.72
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	26.75	6.22	32.97
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TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	21.00	14.51	35.51
203	Three or More Axle	23.99	14.62	38.61
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	25.62	18.10	43.72
205	Pavement Marking Vehicle	20.06	13.67	33.73
206	Shadow or Pilot Vehicle	21.00	14.51	35.51
207	Truck Mechanic	23.99	14.62	38.61

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. "Airport Pavement or State Highway Construction" project type only, 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).	26.15	12.90	39.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
302	Asbestos Abatement Worker	16.00	4.81	20.81
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, 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).	26.15	12.90	39.05
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, 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).	22.50	12.90	35.40
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.07	18.10	51.17

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>	\$	\$	\$
532	<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 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.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.57	18.10	50.67

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.07	18.10	50.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	Belling, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	31.81	18.10	49.91
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	31.52	18.10	49.62
536	Fiber Optic Cable Equipment.	22.79	15.30	38.09
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
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.	35.05	18.08	53.13

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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> \$
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

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

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On All Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	31.46	15.45	46.91
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	28.67	14.77	43.44
109	Electrician	31.61	18.59	50.20
111	Fence Erector	22.50	3.66	26.16
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	21.35	56.61
124	Painter	25.65	13.10	38.75
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	28.81	14.91	43.72
133	Rofer or Waterproofer	28.85	0.37	29.22
137	Teledata Technician or Installer	21.26	11.52	32.78
143	Tuckpointer, Caulker or Cleaner	31.46	17.43	48.89
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.60	12.67	41.27
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

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TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	13.00	15.56	28.56
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	21.42	5.62	27.04
207	Truck Mechanic	13.00	15.56	28.56

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	22.14	12.07	34.21
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, 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).	26.15	12.90	39.05
304	Flagperson or Traffic Control Person	21.40	11.76	33.16
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59
314	Railroad Track Laborer	22.81	13.42	36.23

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	16.96	48.93
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).	32.57	18.10	50.67

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
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.	28.57	16.48	45.05
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.97	16.72	46.69
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13

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> \$
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.	35.05	18.08	53.13
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER 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> \$
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.	31.97	17.35	49.32
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.	30.42	17.05	47.47

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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	<p>Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.89	17.96	49.85
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27
555	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27

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> \$
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

Determination No. 201100105

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	22.00	7.41	29.41
102	Boilermaker	33.64	19.92	53.56
103	Bricklayer, Blocklayer or Stonemason	22.00	4.83	26.83
104	Cabinet Installer	22.00	13.39	35.39
105	Carpenter	22.00	7.16	29.16
106	Carpet Layer or Soft Floor Coverer	19.18	8.12	27.30
107	Cement Finisher	24.31	1.61	25.92
108	Drywall Taper or Finisher	23.80	3.16	26.96
109	Electrician	31.61	1.98	33.59
110	Elevator Constructor	43.79	21.82	65.61
111	Fence Erector	17.00	0.94	17.94
112	Fire Sprinkler Fitter	36.89	15.10	51.99
113	Glazier Future Increase(s): Add \$2.00/hr on 6/1/2011; Add \$2.00/hr on 6/1/2012.	36.28	11.17	47.45
114	Heat or Frost Insulator	15.00	0.00	15.00
115	Insulator (Batt or Blown)	21.00	10.35	31.35
116	Ironworker	20.00	0.40	20.40
117	Lather	16.00	1.60	17.60
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	31.46	15.45	46.91
121	Metal Building Erector	16.75	6.50	23.25
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	23.00	10.60	33.60

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>	\$	\$	\$
125	Pavement Marking Operator	25.65	13.10	38.75
129	Plasterer	18.00	4.00	22.00
130	Plumber	35.78	9.16	44.94
132	Refrigeration Mechanic	21.00	7.48	28.48
133	Roofer or Waterproofer	16.00	0.47	16.47
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter Future Increase(s): Add \$.90/hr on 2/1/11; Add \$.90/hr on 6/1/11; Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	39.00	15.76	54.76
137	Teledata Technician or Installer	8.00	0.00	8.00
138	Temperature Control Installer	17.00	0.00	17.00
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	25.00	1.00	26.00
142	Tile Setter	19.00	0.00	19.00
143	Tuckpointer, Caulker or Cleaner	32.50	2.44	34.94
146	Well Driller or Pump Installer	20.00	5.50	25.50
147	Siding Installer	17.00	1.85	18.85

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	28.15	4.20	32.35
203	Three or More Axle	18.50	7.64	26.14
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	15.00	15.00	30.00

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	18.52	4.93	23.45
302	Asbestos Abatement Worker	17.00	7.07	24.07
303	Landscaper	25.05	4.01	29.06
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.59	18.59

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Tlmbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	29.45	10.84	40.29
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	26.25	8.92	35.17

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