

BID OF \_\_\_\_\_

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL

CONTRACT NO. 6741

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

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL  
CONTRACT NO. 6741**

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This Proposal, and Agreement have  
been prepared by:

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



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

## SECTION A: ADVERTISEMENT FOR BIDS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

<b>CONTRACT NO.</b>	<b>PROJECT NAME:</b>
6741	Forsythia Cunette Rehabilitation and bordner park - cunette removal
<b>SBE GOAL</b>	11%

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

#### PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of February 1, 2012 to January 31, 2013 must submit their application on or before 1:00 p.m., June 8, 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](http://www.cityofmadison.com/business/pw/forms.cfm).

#### PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements on June 1, 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 June 8, 2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on June 15, 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 May 25 & June 1, 2012

## SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2012 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

### Section 102.1: Pre-Qualification of Bidders

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

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

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

### Section 102.4: Proposals

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

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

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

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

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

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

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

**Section 102.5: Bid Deposit (Proposal Guaranty)**

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

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

### State of Wisconsin Certifications

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

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL  
CONTRACT NO. 6741**

**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



**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
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**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

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

**SBE Information:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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

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

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

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL CONTRACT NO. 6741

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 102.13: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)**

This provision applies to contracts executed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors. Contractor shall require all subcontractors, the value of whose work exceeds the single-trade minimum set forth in Sec 33.07(7)(b)5., MGO, to provide equal benefits in compliance with Sec. 39.07, MGO.

See Section 39.07 MGO for exemptions from this requirement. Exemptions from this requirement include a Contractor whose employees are under a collective bargaining agreement that was in effect prior to July 1, 2012, however, the Contractor must agree to propose to the applicable collective bargaining unit(s) that an equal benefit requirement consistent with this ordinance be incorporated into the next collective bargaining agreement or in the existing agreement upon amendment, extension or other modification that occurs after July 1, 2012

**ARTICLE 103:            AWARD AND EXECUTION OF THE CONTRACT**

The Contractor shall execute the signing of this contract completely prior to **June 29, 2012**. No exceptions or extensions to the above date will be permitted.

**ARTICLE 104:            SCOPE OF WORK**

This contract includes two projects in close proximity to each other: The Forsythia Cunette Removal project involves removal and replacement of a concrete cunette that is located just southwest of the intersection of Forsythia Lane and Bordner Drive. The Bordner Park Cunette removal project involves removal of the concrete cunette through Bordner Park (at the intersection of Rosa Road and Elder Place), and replacement with a field-stone-lined channel.

The Forsythia project also includes replacement of 8" and 15" sanitary sewer with C-900 pipe for the sections below the cunette.

**The Contractor shall view both sites 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 Contractor shall use care around existing trees, plantings, fences, and other improvements. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer.

For the Forsythia portion of the work, it is intended that the main construction access to perform the work shall be via the existing access path off Bordner Drive to the cunette. Contractor may use the strip of land north of the cunette for access east of Station 3+20. East of station 3+20, contractor may use a 10' wide section on the north side of the cunette, adjacent to the cunette, for access or staging. Trees and shrubs may be trimmed by contractor (under supervision by Construction Engineer) to facilitate access within this 10' wide width, if required. The zone north of this 10' wide access area, along the back yard fencing, shall not be disturbed. West of Sta 3+20, contractor's main access shall be via the cunette itself, and disturbance of the wooded area north of the cunette shall be minimized. It is intended that a 10' wide area south of the cunette, from STA 1+16 to STA 11+30 shall be cleared of brush. Contractor shall not disturb the area south of this 10' zone, which is a privately owned woods. No additional compensation shall be granted for restoration of areas disturbed outside of the limits indicated on the plans or as directed by the Construction Engineer.

Note that the maximum gross vehicle weight allowed over the existing box culvert at the entrance to the Forsythia cunette is 80,000#.

For the Bordner Park portion of the work, Contractor shall confine his or her operations to the area within the temporary construction fencing shown on the plans. The contractor shall not be allowed to use areas outside the limits of the construction fencing shown, or enlarge the area enclosed, unless they have received express approval by the Construction Engineer and the design engineer. Contractor shall repair any damage caused by construction traffic to paved areas of the park, in kind, at Contractor's expense.

Contractor is alerted that work may be undertaken by others in approximately the same time frame and in 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. The City of Madison has information about the following work in the project area:

Contract No. 6444 – Rosa Road Resurfacing & Sidewalk Assessment District – 2012. Anticipated start date for this project is June 18, 2012 This contract has been awarded to R.G. Huston Company, Inc.

Access to both sites shall be via Elder Place and Bordner Drive (south of Elder Place). The sites shall not be accessed via Bordner Drive (north of Elder Place). When use of Rosa Road is impeded by the resurfacing project, hauling to the sites shall be via Glen Hwy and Marconi or Belin Street.

**SECTION 105.13: ORDER OF COMPLETION**

The order of doing the work is subject to the review of the City. Prior to the Preconstruction Meeting, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all construction operations, as well as a Staging/Phasing Plan for approval by the City. The sequence of scheduled operations may be modified by the City to accommodate specific needs.

Both the Forsythia and Bordner project shall be staged such that the entire lengths of the existing cunettes shall not be removed at once. The cunettes must be removed and replaced in segments. Staging and Phasing Plan to be submitted by contractor shall address planned removal and replacement lengths and schedules, and is subject to modification by the City. It is the intent of these Special Provisions that the work be staged so that only a portion of the site is disturbed at any given time. Prior to beginning work on the next section, contractor shall stabilize the site with topsoil, seed and erosion control mat, or other measures approved by the Construction Engineer. If final stabilization is not possible, temporary stabilization consisting of polymer/soil stabilizer shall occur, but use of temporary stabilization shall be limited and shall require approval of the Engineer.

Contractor shall be diligent in reviewing weather forecasts to manage erosion control, construction schedule, and plans for stormwater control during the project.

**SECTION 107.7: MAINTENANCE OF TRAFFIC**

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

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd. Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor 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 will be responsible for installing and maintaining traffic control in accordance with the traffic control plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

All lanes of traffic on Bordner Drive and Elder Place shall remain open at all times.

Signage shall be posted at the walking paths at the east and west ends of the pedestrian path along Forsythia stating that the path is closed. Nonetheless, contractor shall be aware that pedestrians may be present along the walking paths through this wooded area.

The asphalt path through Bordner Park shall remain open during the project. Contractor shall provide for temporary pedestrian/ADA access alongside the construction entrance to this path from Elder Place, using mats or other methods approved by the Construction Engineer.

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.

The Contractor may remove parking adjacent to the projects along Bordner Drive and along Elder Place. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with

City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events.

**SECTION 107.8: NOTIFICATION WHEN CLOSING STREET**

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.

**SECTION 107.13: TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Section 107.13 of the Standard Specifications for tree protection. Note that Sections 107.13(b) Curb Excavation and Installation, 107.13(c) Sidewalk Excavation and Installation, are not applicable to this project. Other sections are applicable except as provided below.

For the Forsythia project, all trees shall be saved except those trees marked for removal on the plans, and with pink paint in the field. Because of the intent to save trees, there are trees to be saved that are inside the construction limits. It is recognized that grading operations and root cutting of these trees may need to occur within 5 feet of these trees in order to complete the work, but care must be taken in these areas. Roots shall be cut cleanly by using a saw, axe, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable. Grading within 5' of the trees within the construction area, if absolutely required, shall be minimized. Three (3) Oak trees on the south side and three (3) trees on the north side are labeled to have protective fencing placed around them. Grading within 5' of these trees is only allowed as absolutely required to install the base course and concrete for the cunette. Root cutting for the two oak trees adjacent to the cunette at sta. 1+25 and 2+00 shall be supervised by City Forestry, and shall be paid under Bid Item 10803, Root Cutting – Cunette. Failure to notify Wayne Buckley at City of Madison Forestry (at 266-4892) at least 24 hours in advance of work shall result in no payment for this item.

For the Bordner Drive project, the temporary fencing shall be placed at least 5-ft away from existing trees, and no grading within 5' of the trees will be allowed.

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

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

**SECTION 107.14 WEAPONS PROHIBITION**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to

vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

**SECTION 108.2:      PERMITS**

The following permits have been applied for (each of the two projects has separate permits):

1. Army Corps of Engineers Permit for work in public waters –Non-Reporting permit – one for Forsythia and one for Bordner.
2. WI-DNR Chapter 30 Permit (Applied for but not yet received) – one for Forsythia and one for Bordner.
3. WI-DNR WRAPP Water Resources Application for Project Permit, formerly known as a Notice of Intent NOI) for construction site erosion control– one for Forsythia and one for Bordner.
4. City of Madison Erosion Control and Stormwater Management Permit – received – one for Forsythia and one for Bordner.

Contractor may not begin work until DNR Chapter 30 permits are received.

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

- Wisconsin DNR Dewatering

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

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

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

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

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

**SECTION 109.2:      PROSECUTION OF WORK**

The Contractor shall begin work on or before **July 16, 2012**. The total time of completion of the main portion of the contract shall be **EIGHTY-TWO (82) calendar days**. It is anticipated that Forsythia will need to be begun first because the Ch. 30 permit for Forsythia is expected to be obtained after late June, while the Ch. 30 permit for Bordner is expected to be obtained after July 1.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays from 7:00 am to 7:00 pm, unless approved by the Engineer in writing.

## **ARTICLE 501 SEWER AND SEWER STRUCTURES GENERAL**

### **SANITARY SEWER GENERAL**

The designer of this project is Lisa Coleman (266-4093) lcoleman@cityofmadison.com.

The sanitary sewer portion of the project consists of replacement of two sewers running across and below the Forsythia Cunette. One is a 15" sanitary sewer to be replaced with 15" C-900 pipe, the second is an 8" sewer to be replaced with 8" C-900 pipe. Sanitary sewer pipe work shall include installing new C-900 pipe at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All sewer main and/or laterals not slated for replacement that are damaged during installation of a structure shall be replaced by the contractor and shall be considered incidental to the project.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer work.

#### **BID ITEM 10803: ROOT CUTTING - CUNETTE**

##### **DESCRIPTION**

~~This item shall include all root cutting and/or root grinding as determined by the City Forestry Representative or designee for roots under the Forsythia cunette belonging to 2 existing Oak trees on the south side of the cunette sta. 1+25 and 2+00. Work under this items shall include all work, materials, labor and incidentals necessary to cut or grind the roots, using proper tools as prescribed by the City Forestry Representative, and by methods set forth in Section 107.13 (Tree Protection Specifications) of the Standard Specifications. The City Forestry representative is Wayne Buckley at 266-4892.~~

##### **METHOD OF MEASUREMENT**

This item shall be paid similarly to Root cutting for a curb & gutter installation. Root Cutting- Cunette shall be measured by the linear foot of cunette that is marked NRC in the field, with a maximum measurement of 15 linear feet per tree location.

##### **BASIS OF PAYMENT**

Root Cutting – Cunette shall be measured as described above which shall be full compensation for all work, materials, and incidentals to complete the work as described above regardless of the degree of difficulty per given location. Failure to notify Wayne Buckley at City of Madison Forestry (at 266-4892) at least 24 hours in advance of work shall result in no payment for this item.

#### **BID ITEM 10911: MOBILIZATION**

Two mobilizations shall be included with the work: one for mobilizing to Forsythia, a second for mobilizing to Bordner Park.



**BID ITEM 20201:      EXCAVATION CUT**

**DESCRIPTION**

Excavation Cut shall include all excavation from within the limits shown on the plans and cross sections. The contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials that are deemed unusable as fill in on site, and for hauling to and placement at the disposal site.

Suitable materials may be reused as fill within the project limits. The work involved with placement of suitable fill obtained on site through excavation cut shall be considered subsidiary work pertaining to excavation cut. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately, even if materials are brought from Bordner to Forsythia or vice versa.

Any undercut or excavation directed by the Engineer beyond the limits shown on the plans shall be measured in the field and paid for as Excavation Cut.

Estimated Excavation and fill quantities are as follows:

Forsythia	Excavation	853 cy
	Fill	21 cy
Bordner	Excavation	2610 cy
	Fill	493 cy

No bulking/expansion or shrink factors were used when determining earthworks quantities for this project. No adjustments have been made to above quantities for topsoil. In cut sections or at-grade sections, if over-excavation is required to place adequate topsoil thickness, over-excavation shall be considered to be incidental to Bid Item 20221 – Topsoil.

No adjustments have been made to cut/fill volumes for excavation required at the edges of the concrete cunette to remove the existing cunette, or to place formwork or to place base course (excavation beyond the limits of the base course itself). This excavation & fill shall be considered incidental to bid items for concrete removal, base course, or placement of concrete cunette, as appropriate.

Concrete removal volume is not included in the above excavation cut quantities. The expected concrete volume (assuming an 8” thickness for both existing cunettes) has been accounted for in earthworks calculations. Concrete removal shall be paid separately as Bid Item 20328.

**METHOD OF MEASUREMENT**

Excavation Cut within the limits shown on the plans and cross sections will be paid for based on the “plan quantity” as shown in the contract without measurement thereof, plus actual undercut quantities measured in the field. The plan quantity was computed by average end area based on the sections. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) change in quantity up or down.

## **BASIS OF PAYMENT**

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

### **BID ITEM 20202: FILL BORROW**

#### **DESCRIPTION**

This item shall only be used in the event that materials resulting from excavation cut are insufficient and fill borrow is required. There are existing voids beneath the Forsythia cunette, the depth of which is unknown, and this item will be used if insufficient fill is available from on-site excavation to fill these voids or regrade, as construction proceeds.

This item includes placement of fill material at the locations as directed by the Construction Engineer. Materials used for Fill shall meet the requirements of the Standard Specifications Section 202.2(a) Fill, with the additional requirement that fill material shall be a clayey material, as approved by the Construction Engineer.

#### **METHOD OF MEASUREMENT**

Fill Borrow will be measured by the cubic yard of fill, in place, imported to the site.

## **BASIS OF PAYMENT**

Fill Borrow shall be paid at the contract price for work as described and measured above, which shall be full compensation for all material, labor, tools, equipment and incidentals necessary to complete this item of work.

### **BID ITEM 20221: TOPSOIL**

#### **DESCRIPTION**

Work under this item shall include placement of topsoil within the seeding limits shown on the drawings or as directed by the Engineer in the field, in accordance with Section 202 of the Standard Specifications. Topsoil shall be placed four (4) inches thick per the Standard Specifications. Topsoil materials and placement shall be in accordance with Article 202 – Fill.

Salvaged topsoil from on site meeting the specifications may be reused. In some areas the existing topsoil thickness may be adequate and no additional topsoil may be required, however scarifying of the existing topsoil may be required.

Any required topsoil stripping or stockpiling shall be considered incidental to this bid item.

**For Bordner Park, prior to seeding, topsoil and the seed bed shall be approved by Parks Division Staff.**

#### **METHOD OF MEASUREMENT**

Topsoil shall be measured by the square yard.

## **BASIS OF PAYMENT**

Topsoil shall be paid at the contract price for work as described and measured above, which shall be full compensation for all labor, tools, equipment, and incidentals necessary to complete this item of work, including segregating, stockpiling, and preparing salvaged topsoil, furnishing topsoil from off-site as needed, placing, grading and raking finished surface.

## **BID ITEM 20233 – HEAVY RIPRAP FILTER FABRIC, TYPE HR**

### **DESCRIPTION**

This item shall include furnishing and placing Heavy Riprap Filter Fabric at all locations required for the project. Heavy Riprap Filter Fabric material and placement shall be as described in Section 202 of the Standard Specifications. Fabric shall conform to requirements for Geotextile Fabric Type HR contained in the latest edition of the Standard Specifications for Highway and Structure Construction for the State of Wisconsin, Department of Transportation. Fabric shall be synthetic, non-woven needle punched fabric that is resistant to chemicals and mildew, stable under freeze-thaw cycles, does not shrink or expand under wet conditions, and that does not unravel during use.

Placement of filter fabric shall conform to manufacturer's requirements to assure a continuous layer unbroken by rips, tears, punctures, or other physical damage from placement of the fabric or placement of materials over the fabric.

### **METHOD OF MEASUREMENT**

Heavy Riprap Filter Fabric shall be measured by the square yard, according to the yardage provided in each roll. ~~The total yardage shall be measured by multiplying the number of complete rolls used by the yardage of each roll.~~ The last roll, if partially used, shall be paid, but the remainder of the roll shall be delivered by the Contractor to the Engineering Service Building on Emil Street.

The quantity on the proposal page was calculated using the cross sections, and includes a 10% allowance for overlap and waste.

## **BID ITEM 20234: HEAVY RIPRAP – FIELD STONE**

### **DESCRIPTION**

Work under this item shall include furnishing and installing Heavy Riprap in accordance with Section 202 of the Standard Specifications, except that the riprap shall meet the requirements for Heavy Riprap cited in Section 606 of the latest edition of the Standard Specifications for Highway and Structure Construction by the State of Wisconsin Department of Transportation,, and riprap shall consist of field stone (glacial stone) rather than quarry stone. Riprap shall be placed 2-ft thick in the channel lining, to the lines and grades shown on the drawings. Riprap shall be placed as directed by the Construction Engineer at the upstream end of the Forsythia cunette, at the transition from the natural channel to the cunette. Riprap shall be placed on filter fabric, paid separately as Item 20233 (Riprap Filter Fabric, Type HR).

### **METHOD OF MEASUREMENT**

Heavy Riprap shall be measured by the ton in place. All tickets shall be presented to the City representative on the project within twenty-four (24) hours after delivery of the materials to the project.

## **BASIS OF PAYMENT**

Heavy Riprap shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for furnishing, hauling, stockpiling as needed, and placing the material, including all equipment, tools, labor and incidentals necessary to complete the work as set forth in the description.

### **BID ITEM 20328:     REMOVE EXISTING CUNETTE**

## **DESCRIPTION**

Work under this item shall include removal of the existing cunettes along Forsythia and at Bordner Park, within the limits shown on the plans. The existing concrete cunettes have an existing estimated thickness of 8". This item shall also include all required sawcutting of the existing cunettes and concrete structures (at the east end of the work area for Forsythia, and at both ends at the transitions to the box culverts at Bordner Park, and as needed elsewhere as part of the project). Work shall include removal of the cunettes, stockpiling as needed, hauling away of the concrete, and disposal of the concrete. Contractor shall be responsible for determining a suitable off-site disposal location.

## **METHOD OF MEASUREMENT**

Remove Existing Cunette shall be paid by the square yard of concrete removed.

## **BASIS OF PAYMENT**

Remove Existing Cunette shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for sawcutting, removing, stockpiling as needed, hauling, and disposal of the material, including all equipment, tools, labor and incidentals necessary to complete the work as set forth in the description.

### **BID ITEM 20401:     CLEARING**

## **DESCRIPTION**

Work under this item shall include removal of trees indicated on the plans for removal. Tree sizes noted on the plans are approximate. Trees to be removed were marked in the field on 5/17/12 with a dot of pink paint. Any questions or concerns about the removal of particular trees shall be brought promptly to the attention of the Engineer. Clearing shall be as described in the Standard Specifications except as noted below.

All clearing shall be done by sawing trees near the ground line. Under no circumstances is the Contractor permitted to pull trees from the ground or use methods which will significantly disturb existing root systems. Grubbing shall be done with stump grinding equipment.

Trees under three (3) inches in diameter, shrubs, brush, windfalls, logs and other vegetation to be removed shall be paid separately under Bid Item 20405-Brush Clearing. Contractor is strongly encouraged to visit the site prior to bidding in order to become familiar with site access and the quantity of tree removal.

## **METHOD OF MEASUREMENT**

Clearing will be measured per inch diameter, as set forth in the Standard Specifications.

## **BASIS OF PAYMENT**

The contract unit price for Clearing per inch diameter shall be payment in full for furnishing all labor and equipment for all clearing actually performed, and for the handling and disposal of all debris resulting from clearing and grubbing.

### **BID ITEM 20403:     GRUBBING**

#### **DESCRIPTION**

Work under this item shall include grubbing following removal of trees indicated on the plans for removal. Tree sizes noted on the plans are approximate. Trees to be removed were marked in the field on 5/17/12 with a dot of pink paint. Grubbing shall be as described in the Standard Specifications except as noted below.

Fill to backfill holes where stumps are removed shall be considered incidental to this bid item.

Trees under three (3) inches in diameter, shrubs, brush, windfalls, logs and other vegetation to be removed shall be paid separately under Bid Item 20405-Brush Clearing.

#### **METHOD OF MEASUREMENT**

Grubbing will be measured per inch diameter, as set forth in the Standard Specifications.

## **BASIS OF PAYMENT**

The contract unit price for Grubbing per inch diameter shall be payment in full for furnishing all labor and equipment for all clearing actually performed, and for the handling and disposal of all debris resulting from clearing and grubbing.

### **BID ITEM 20405:     BRUSH CLEARING**

#### **DESCRIPTION**

This item shall include clearing of all brush, trees less than 3" diameter, and herbaceous vegetation within 10 feet of the proposed Forsythia cunette, from STA 1+16 to STA 11+25. All trees in this zone, greater than 3" diameter, shall be saved, except those marked on the plans for removal (also marked with pink paint in the field). The Contractor is strongly encouraged to visit the site prior to bidding in order to become familiar with site access and the quantity of brush removal.

Brush clearing shall consist of removing all unmarked small trees, brush, and shrubs and herbaceous vegetation and completely removing them from site. Smaller trees and brush shall be removed within 1 inch below proposed finished grades. Any fill required to backfill holes where stumps are removed shall be considered incidental to this bid item. All clearing shall be done by sawing brush near the ground line. Under no circumstances is the Contractor permitted to pull trees from the ground or use methods which will significantly disturb existing root systems.

The stumps of the brush shall be treated with herbicide by a licensed applicator. Application shall occur in accordance with the manufacturer's instructions and the City of Madison Policy Regarding Pest Management on City Property. The Contractor shall submit documentation of the type of herbicide, along with the MSDS, to the Engineer prior to the start of construction. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be

approved. Use of herbicides shall be in strict accordance with the City of Madison's Pest Management policy, available at <http://www.cityofmadison.com/residents/MowTown/pesticidesPolicy.cfm>. Contractor shall only use precise, limited application of herbicide; shall use licensed herbicide applicators; and shall adhere to posting and notification requirements contained in the Pest Management Policy. Contractor shall report all dates of application, with amounts, and types of herbicide used promptly to Lisa Coleman of City Engineering (608-266-4093, [lcoleman@cityofmadison.com](mailto:lcoleman@cityofmadison.com)).

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

#### **METHOD OF MEASUREMENT**

This item shall be measured by the station along the station line.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 20707: NO-MOW FESCUE SEEDING**

#### **DESCRIPTION**

Work under this item shall include seeding with a No-Mow Fescue seed mix at Bordner Park, or at other locations as directed by the Engineer. This work shall be in accordance with Article 201 of the Standard Specifications, except as provided below.

The seed mix used shall be the No Mow **with Annual Rye** Turf mix specified in Article 207.2(a)6, which is as manufactured by the Prairie Nursery of Westfield, WI. Any substitution must have prior approval of the Engineer.

Seed at the rate recommended by the manufacturer, 5 lbs per 1000 sq. ft., and 220 lbs per acre.

This item shall include placement of soil stabilizer on all areas seeded in accordance with Section 207.3(f) of the Standard Specifications.

#### **METHOD OF MEASUREMENT**

No-Mow Fescue Seeding shall be measured by the square yard in accordance with Section 207.4.

#### **BASIS OF PAYMENT**

No-Mow Fescue Seeding will be paid for at the contract price per square yard of seeding in accordance with Section 207.5, which shall be payment in full for furnishing, handling, and storing all seed; for preparing the seed bed and sowing the seed; for furnishing, hauling and placing fertilizer and soil stabilizers; for maintenance of the work and repair of all damaged areas, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. Topsoil and ECRM shall be paid separately.

**BID ITEM 20708 – TALL GRASS WOODS EDGE SAVANNAH MIX/NO-MOW FESCUE MIX SEEDING**

**DESCRIPTION**

Work under this item shall include seeding with a mix of 25% Tallgrass Woods Edge Savannah Mix and 75% No-Mow Fescue Seed Mix along the south side of the Forsythia Cunette, or as directed by Engineer. This work shall be in accordance with Article 207 of the Standard Specifications, except as provided below.

The area shall be seeded with a mix of Tall Grass Woods Edge Savannah Seed Mix and No-Mow Fescue Seed Mix . The No-Mow Fescue portion of the seed mix shall be as provided by the Prairie Nursery of Westfield, WI and **shall not include the annual rye cover crop**. Seeding rates shall be as follows: No-Mow Fescue 3.75 lbs per 1000 sq. feet (165 lbs/acre) or 75% of manufacturer’s recommended rate; Tall Grass Woods Edge Savannah 89 seeds per square foot or 25% of Manufacturer’s recommended rate.

Requirements for the Tall Grass Wood’s Edge Savannah portion of the seed mix are as specified below:

Seed mix shall be a mix custom mixed or a modified pre-designed mix from an approved native seed supplier. The native mix shall be as listed below. Submit additions or substitutions and final mix to Engineer for approval.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

VARIETY -- FORBS	
Name	%
Yellow Giant Hyssop	0.36
Purple Giant Hyssop	0.69
Smooth Blue Aster	1.37
Crooked-stemmed Aster	0.69
Short’s Aster	0.69
Hairy Wood Mint	0.34
Great Indian Plantain	6.87
Tall Bellflower	1.50
Tall Coreopsis	0.69
Purple Coneflower	4.12
Sweet Joe Pye Weed	1.37
Biennial Gaura	2.75
Cream Gentian	1.37
Early Sunflower	1.37
Glade Mallow	5.50

Foxglove Beardtongue	1.37
Solomon's Seal	4.12
Hairy Mountain Mint	0.82
Black-Eyed Susan	1.37
Sweet Black-Eyed Susan	0.55
Brown-eyed Susan	4.12
Late Figwort	0.82
Solomon's Plume	6.87
Culver's Root	1.37
Golden Alexanders	2.75
<b>VARIETY – GRASSES</b>	
Big Bluestem	9.62
Prairie Brome	5.50
Canada Wild Rye	5.50
Silky Wild Rye	12.39
Virginia Wild Rye	5.50
Bottlebrush Grass	7.6

For Contractor's information, a custom seed mix meeting these specifications (Tallgrass Woods Edge Savanna) is available from Prairie Moon Nursery, Winona MN (866) 417-8156

This item shall include placement of soil stabilizer on all areas seeded in accordance with Section 207.3(f) of the Standard Specifications.

**METHOD OF MEASUREMENT**

Tallgrass Woods Edge Savanna Mix/ No-Mow Fescue Mix Seeding shall be measured by the square yard in accordance with Section 207.4.

**BASIS OF PAYMENT**

Tallgrass Woods Edge Savanna Mix/ No-Mow Fescue Mix Seeding will be paid for at the contract price per square yard of seeding in accordance with Section 207.5, which shall be payment in full for furnishing, handling, and storing all seed; for preparing the seed bed and sowing the seed; for furnishing, hauling and placing fertilizer and soil stabilizers; for maintenance of the work and repair of all damaged areas, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. Topsoil and ECRM shall be paid separately.

**BID ITEM 21020: TEMPORARY DITCH CHECK**

**DESCRIPTION**

Work under this item shall include installation of Temporary Ditch Checks for erosion control as shown on and described on the Erosion Control Plans, as required for erosion control and at locations as approved or as directed by the Construction Engineer. Riprap, filter fabric, and clear stone required to construct the ditch checks shall be paid separately as bid items 20234, 20233, 20217, respectively.



## **METHOD OF MEASUREMENT**

Temporary Ditch Check shall be measured as a complete unit as installed in the field.

## **BASIS OF PAYMENT**

Temporary Ditch Check shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, equipment, labor, and incidentals required to complete the work as set forth in the description and for maintenance of the Temporary Ditch Check as needed.

### **BID ITEM 21061: EROSION MATTING CLASS I URBAN TYPE A**

Work under this bid item shall include provision and installation of Class I Urban Type A Erosion Control Revegetative Mat (ECRM), to be installed in all disturbed areas at Forsythia, and to be installed in any areas within Bordner Park, disturbed by construction, but outside the main limits of construction (i.e., areas well away from the waterway). This item shall be installed and paid as described in the Standard Specifications.

### **BID ITEM 21073: EROSION MATTING CLASS II TYPE C**

Work under this bid item shall include provision and installation of Class II type C Erosion Control Revegetative Mat (ECRM) to be installed at Bordner Park within the limits shown on the Drawings, or as directed by the Construction Engineer.

The Class II Type C Erosion Control Revegetative Mat (ECRM) shall be one of the products listed in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL), under the category "Erosion Mat, Class II, Type C." Erosion matting supplied shall conform to Wisconsin Department of Transportation requirements for this category of erosion mat.

**Note that the edge of the mat shall be anchored 10" deep min at the edge of the Field Stone Riprap, i.e., the mat shall be placed such that there is not a gap between the edge of the riprap and the edge of the mat. Also the mat must be anchored in an anchor trench (not staked) at the outside edge (uphill) , and check slots (anchor trenches perpendicular to the channel flow direction) along the waterway must be used.** Contractor shall submit the name of the specified product proposed for use as well as the manufacturer's recommended installation instructions (for Channel or Waterway applications), including but not limited to: recommended anchoring devices, (i.e., type of stakes or staples); overlap; anchor trench configuration; and anchoring pattern. The Contractor shall provide this submittal at the preconstruction meeting. Where any discrepancy exists between installation methods called on out the Standard Plate "EROSION MAT" in the City of Madison Standard Specifications for Public Works Construction and the manufacturer's specifications, the Engineer shall have the final authority to specify the installation method used.

## **METHOD OF MEASUREMENT**

Erosion matting shall be measured by the square yard in place, not including runoff in anchor trenches or overlap.

## **BASIS OF PAYMENT**

The area of erosion matting, measured as provided above, shall be paid for at the contract unit price per square yard for erosion matting, which shall be full compensation for furnishing and placing all materials; for constructing, reconstructing, maintaining and anchoring; and for all labor, tools equipment and incidentals necessary to complete the work. Any matting installed incorrectly shall result in all matting to be paid at half the contract price. Incorrectly installed matting shall be defined as matting which is not installed in compliance with the conditions as laid out in these standard specifications. Seeding is not included in this item and will be measured and paid separately per Section 207 of these Standard Specifications.

### **BID ITEM 21083: EROSION MATTING CLASS III TYPE C**

Work under this bid item shall include provision and installation of Turf Reinforcement Mat (TRM) to be installed at the edges of the Forsythia Cunette, and along the edges of the field stone channel at Bordner Park, or as directed by the Construction Engineer.

The Class III Type C Erosion Control Revegetative Mat (ECRM) shall be one of the products listed in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL), under the category "Erosion Mat, Class III, Type C." Erosion matting supplied shall conform to Wisconsin Department of Transportation requirements for this category of erosion mat.

**Note that the edge of the mat shall be anchored 18" min at the edge of the Field Stone Riprap and at the edge of the cunette, i.e., the mat shall be placed such that there is not a gap between the edge of the riprap and the edge of the mat. Also the mat must be anchored in an anchor trench (not staked) at the outside edge (uphill) , and check slots (anchor trenches perpendicular to the channel flow direction) along the waterway must be used.** Contractor shall submit the name of the specified product proposed for use as well as the manufacturer's recommended installation instructions (for Channel or Waterway applications), including but not limited to: recommended anchoring devices, (i.e., type of stakes or staples); overlap; anchor trench configuration; and anchoring pattern. The Contractor shall provide this submittal at the preconstruction meeting. Where any discrepancy exists between installation methods called on out the Standard Plate "EROSION MAT" in the City of Madison Standard Specifications for Public Works Construction and the manufacturer's specifications, the Engineer shall have the final authority to specify the installation method used.

Areas to receive TRM (as shown on the plan set or as directed by the Construction Engineer) shall be prepared for seeding, the TRM shall be installed, one half inch (1/2") of topsoil shall be placed on the TRM, the area shall be seeded, and the Class I Urban Type A Erosion Mat (at Forsythia) or the Class II Type C Erosion Mat (at Bordner) shall be placed and secured above the topsoil. Seeding and the erosion mats covering the TRM shall be paid separately, but topsoil filling of the TRM shall be included with this bid item.

## **METHOD OF MEASUREMENT**

TRM shall be measured by the square yard in place, not including runout in anchor trenches or overlap.

## **BASIS OF PAYMENT**

The area of TRM , measured as provided above, shall be paid for at the contract unit price per square yard for erosion matting, which shall be full compensation for furnishing and placing all materials; for constructing, reconstructing, maintaining and anchoring; and for all labor, tools equipment and incidentals necessary to complete the work. Any matting installed incorrectly shall result in all matting to be paid at

half the contract price. Incorrectly installed matting shall be defined as matting which is not installed in compliance with the conditions as laid out in these standard specifications. Seeding and coverage with other ERCM mats over the TRM is not included in this item and will be measured and paid separately, however topsoil filling of the TRM shall be included with this Bid Item.

**BID ITEM 40412: 9-INCH CONCRETE CUNETTE**

Work under this bid item shall include construction of the 9-inch thick concrete cunette as shown on the Drawings at the Forsythia site. This work shall include supplying, forming, and pouring concrete as detailed on the plans.

Concrete and concrete materials shall comply with Article 404 of the Standard Specifications (Article 415 & 416 "Concrete Pavement" of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation). Concrete shall be DOT Grade A-FA, and shall be **fiber-reinforced with macrosynthetic fiber at a rate 5 lb/cubic yard**. Macrosynthetic fiber shall meet ACI 360. Contractor shall use fiber product as recommended by the manufacturer. Macrosynthetic fiber shall be Forta Ferro Macro Fiber or Matrix HPS 950 Fiber, or Engineer-approved equal. The concrete design mix and proposed fiber-reinforcement and shall be submitted to the Engineer for approval at least 10 days prior to pouring of concrete. Construction of the concrete shall comply with Article 304 of the Standard Specifications.

This item shall also include transverse contraction joints at 20-ft centers, and supplying and installing epoxy-coated dowel bars at joints per Standard Detail 3.11. Dowels shall be required at joints across the bottom of the cunette, but not within the side slopes. This item shall also include sealing of all joints with Sonolastic NP-1 gun-grade caulk or an Engineer-approved equal. Joint sealer shall be applied according to the manufacturer's specifications, and in accordance with Section 303.2(d) of the Standard Specifications.

Base course for the cunette shall be paid separately as Bid Items 40101 Crushed Stone Aggregate Base Course, Gradation No. 1 and 40102 Crushed Stone Aggregate Base Course, Gradation No. 2.

**METHOD OF MEASUREMENT**

9-inch Concrete Cunette, as described above and as detailed in the plans, will be measured in place by the linear foot along the station line for completed and accepted work.

**BASIS OF PAYMENT**

9-inch Concrete Cunette shall be measured as described above and shall be paid for at the contract price per linear foot installed including placing, finishing, and curing the concrete and for furnishing and installing all dowel bars and reinforcement, and for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

**BID ITEM 50652 RELOCATE 24" X 38" HERCP APRON ENDWALL AND GATE**

**DESCRIPTION**

Work under this item shall include all work, material, equipment and incidentals required to relocate the existing 24"x38" HERCP Apron endwall and gate at Bordner Park to the location shown on the plans.

The salvaged apron end shall be connected to the sawcut pipe by a concrete collar which shall be included with this bid item.

#### **METHOD OF MEASUREMENT**

This item shall not be measured but shall be paid as a lump sum.

#### **BASIS OF PAYMENT**

Relocate 24"x38" HERCP Apron Endwall and Gate shall be paid for at the contract price, which shall be full compensation for all work as set forth in the description.

#### **BID ITEM 90030 – STORM CONTROL**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to control wet and dry weather flow in the in the channel where the work is to be completed. The contractor should expect that low flows could be present during dry weather, however both channels can be expected to fill (and overtop, in the case of Bordner Park) rapidly during rain events. These channels drain a large watershed including the entire West Towne area. The Contractor shall take all necessary steps to protect the new structures, accommodate required cure times, and protect channels from damage during construction and to accommodate the existing flows during construction.

This item includes all storm control necessary for all aspects of the Construction. This item is not for control of groundwater.

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#### **METHOD OF MEASUREMENT**

Storm Control shall be measured as a single lump sum for all storm control necessary throughout construction. One payment shall be made for storm control acceptably completed at Forsythia and one payment shall be made for storm control acceptably completed at Bordner Park.

#### **BASIS OF PAYMENT**

Storm Control will be paid for at the contract sum price, which shall be full compensation for all work as provided in the description.

#### **BID ITEM 90031: TEMPORARY FENCING**

#### **DESCRIPTION**

This item includes installation of temporary construction fencing at the locations shown on the drawing. The intent of this item is to delineate the area to which contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work. Fencing shall be left in place until seeded areas are acceptably established at Bordner Park. Fencing may be removed at Forsythia immediately following restoration.

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

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

Posts shall be conventional metal "T" or "U" shaped posts. Fencing shall be installed according to the manufacturer's recommendations.

#### **METHOD OF MEASUREMENT**

Temporary fencing shall be measured by the linear foot installed.

#### **BASIS OF PAYMENT**

Cost for temporary fencing shall be paid for according to the contract unit price. Price shall include payment for providing and installing temporary fence and appurtenances, maintenance of fencing as required, creating and closing temporary openings as needed, and removal of fencing and appurtenances including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

#### **BID ITEM 90032 – VEGETATION MAINTENANCE**

#### **DESCRIPTION**

Contractor shall note that establishment of seeded areas planted under this contract is critical to the erosion control and stormwater functions of these projects. Work under this item shall include maintenance of new herbaceous vegetation through June 2013. The intent of this work is to maximize the success of establishment of the seeded areas planted as part of this project.

Any subcontractors involved with this work shall be prequalified with the City prior to beginning their work.

This item shall include performing the following maintenance activities as appropriate during various times as needed during the growing season:

- watering as needed and as directed by seed suppliers;
- mowing as required to discourage weed establishment;
- cutting invasive or undesirable woody shrubs such as buckthorn and honeysuckle within the newly seeded areas and treating the stumps with a glyphosate type herbicide to prevent re-growth;
- enhancement seeding or re-seeding if required in areas where seed establishment is poor.
- Removal and replacement of erosion mat as directed by Construction Engineer in areas where re-seeding is to occur. Seeding through the Class II Type C mat to be installed at Bordner Park may be allowed in lieu of removing and replacing mat, depending on mat used and specific field circumstances.

Contractor shall determine the appropriate times for the above activities by visually monitoring the sites through June 2013, and by following recommendations of seed suppliers, unless directed by the Engineer to perform a specific activity.

Use of herbicides shall be in strict accordance with the City of Madison's Pest Management policy, available at <http://www.cityofmadison.com/residents/MowTown/pesticidesPolicy.cfm>. Contractor shall only use precise, limited application of herbicide; shall use licensed herbicide applicators; and shall adhere to posting and notification requirements contained in the Pest Management Policy. Contractor

shall report all dates of application, with amounts, and types of herbicide used promptly to Lisa Coleman of City Engineering (608-266-4093, lcoleman@cityofmadison.com).

#### **METHOD OF MEASUREMENT**

Vegetation Maintenance shall not be measured but shall be paid as a lump sum.

#### **BASIS OF PAYMENT**

Vegetation Maintenance, as measured above shall be full compensation for all work, materials and incidentals to complete the work as described above. 20% of the contract price shall be paid at completion of construction activities, with the remaining 80% to be paid after the last maintenance activity in June 2013 has been acceptably completed, and seeded areas have established to the satisfaction of the Construction Engineer.

#### **BID ITEM 90033 – REMOVE AND REPLACE CONCRETE CUTOFF WALL**

##### **DESCRIPTION**

Work under this item shall include removal of a portion of the existing cutoff wall at the existing upstream end of the Forsythia Cunette, and construction of a new concrete cutoff wall in the location shown and according to the detail on Sheet FD-1.

The existing cutoff wall depth is unknown. The top of the existing cutoff wall shall be removed to a depth of at least 2' below grade. This item shall also include backfill of the excavation required to remove the wall, and filling the void formed by removal of the wall. Note that the upper portion of the backfill in this area shall be replaced with riprap 2' deep and underlain with filter fabric to form the transition between the existing natural channel to the west and the new cunette. This item shall include sawcutting as needed and hauling away and disposal of removed concrete.

The new cutoff wall shall be constructed at the location shown according to the detail on Sheet FD-1. This item shall include required excavation, and furnishing and installing concrete and reinforcement as shown on the detail. Base course below the foundation shall be paid separately.

##### **METHOD OF MEASUREMENT**

Remove and Replace Concrete Cutoff wall shall be measured as a complete unit as installed in the field.

##### **BASIS OF PAYMENT**

Remove and Replace Concrete Cutoff wall shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, equipment, labor, and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90034 – INTERMITTENT CUTOFF WALLS**

##### **DESCRIPTION**

Work under this item shall include construction of a new intermittent concrete cutoff walls at the locations shown, or as directed by the Construction Engineer according to the detail on Sheet FD-1.

This item shall include required excavation, and furnishing and installing concrete and reinforcement as shown on the detail. Base course below the foundation shall be paid separately.

#### **METHOD OF MEASUREMENT**

Intermittent Cutoff Walls shall be measured as a complete unit as installed in the field.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90035 – CONCRETE RAMP**

##### **DESCRIPTION**

Work under this item shall include construction of a new concrete ramp into the cunette for future maintenance use. Construct ramp in accordance with the detail on Sheet FP-3, with the same 9" thick concrete section and base course used elsewhere along the cunette.

This item shall include required excavation, and furnishing and installing concrete for the ramp. Base course below the foundation shall be paid separately.

##### **METHOD OF MEASUREMENT**

~~Concrete ramp shall not be measured but shall be paid as a lump sum.~~

##### **BASIS OF PAYMENT**

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

#### **BID ITEM 90036 – CONCRETE WASTE MANAGEMENT**

##### **GENERAL**

This work consists of containment, collection, storage and proper disposal of concrete wastes generated by saw cutting or grinding of existing concrete or waste run-off generated during construction of new concrete. Concrete wastes typically are strongly alkaline and may contain other contaminants and are particularly harmful if allowed to enter streams, lakes wetlands or other water bodies through the storm sewer system.

Contractor is alerted that there are local, state and federal regulations governing the handling and disposal of hazardous materials and this Special Provision in no way relieves the Contractor of any responsibility to comply with such regulations. The intent is to provide more specific guidelines for management of concrete wastes on this project and provide a basis of payment for work associated with specific management measures properly implemented.

## **MATERIALS**

Contractor may choose appropriate materials to suit his methods of management of wastes with the following minimum requirements. Pre-fabricated washout containers shall be in sound condition and watertight. They shall be of sturdy materials and designed to provide a minimum of 6 inches of freeboard based on the volume of liquid wastes to be generated between clean-outs. Structure shall be lined with a waterproof plastic sheeting of minimum 10-mil thickness that has no holes or tears. Above grade structures shall have a double layer lining.

Redirecting of flow with sand bags and/or silt sock within the cunette may be required to prevent concrete waste or runoff from entering the storm sewer system.

NOTE: a geotextile sediment trap by itself is not acceptable as the leachate continues to be highly alkaline and contain dissolved contaminants.

## **CONSTRUCTION METHODS**

If conditions are such that debris and slurry from sawcutting and grinding operations will remain on concrete and not run off into the storm sewer system, they may be allowed to dry in place and be cleaned from the concrete by sweeping or vacuum equipment. Such wastes shall not be allowed to remain on pavements beyond the end of a day's work.

Sand bags or other devices shall used to contain the slurry from cutting or grinding to prevent prevent its entry into storm sewer system. Contractor shall remove such slurry or residue from the pavement prior to the end of each workday by vacuum systems or other methods. Slurry may be pumped to an approved containment structure for on-site storage.

On-site containment structures shall be emptied on a periodic basis, such that they do not exceed their design capacity, including required freeboard. Contractor shall remove contaminated liquids from the site, using trucks fitted with watertight gaskets to prevent leakage, or other similar methods. Wastes shall be properly disposed of off site, in accordance with applicable laws and regulations.

## **METHOD OF MEASUREMENT**

Work under this Section will be measured as a single, complete unit of work, for all measures and devices used to contain and dispose of concrete wastes throughout the duration of the project, acceptably installed, maintained and removed.

## **BASIS OF PAYMENT**

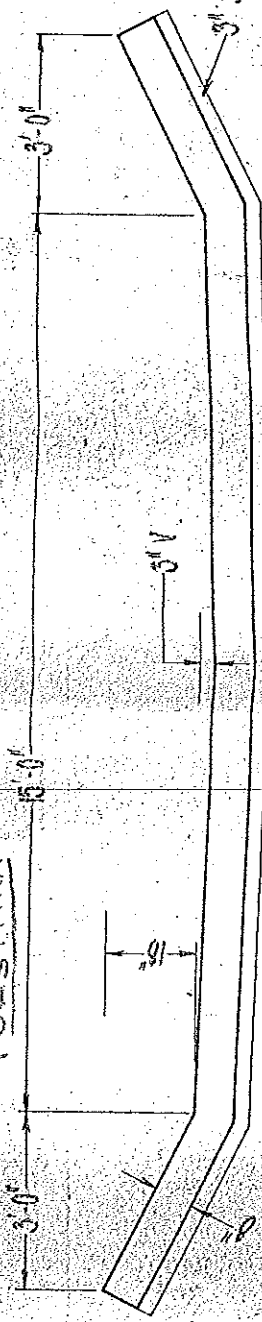
This work, measured as provided, will be paid for under this bid item per Lump Sum, which payment shall be considered full compensation for designing, furnishing installing, maintaining and removing any on-site containment structures, cleaning slurry or residue from pavements by vacuum or other methods, removal from site and proper disposal of all wastes, and all incidental labor, equipment, tools



# Typical Reinforced Concrete CUNET X-Section A-A

FOZS YTHA

EX. 1 STD.  
PIPE @ 9' O.C.



THE REINFORCED CONG. CUNET INCLUDING WELDED WIRE FABRIC AASHO M55-60, ASTM A185-50 T, SPACING - 5" X 6", GAGE - 6/6, 3' DEEP CONTRACTION JT. SHALL BE CONSTRUCTED AS SHOWN ABOVE AND ON THE CROSS SECTIONS AND BE PAID FOR AT THE UNIT PRICE BID PER L.F. OF REINFORCED CONCRETE CUNET.

THE CUNET SIDE SLOPES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DEANS AND CROSS SECTIONS AND PREPARED, SEEDED AND MAINTAINED AS DESCRIBED IN SECTION I OF THE SPECIAL PROVISIONS.

A 3' DEEP CONTRACTION JOINT 30' ON CENTER SHALL BE PROVIDED ON FLOOR SLAB AND CURBS ON THE SAME DAY POURED OR OTHERWISE SPECIFIED BY THE ENGINEER.

CUNET SURFACE FINISH SHALL BE DONE IN COMPLIANCE WITH ITEM D, SECTION VI OF THE STANDARD SPECIFICATIONS. (TROWEL FINISH)

A 3' SAND LIFT SHALL BE PLACED UNDER CONG. CUNET AS DESCRIBED IN SECTION VIII, ITEMS B & D AND COST SHALL BE INCLUDED IN UNIT PRICE BID FOR PIT RUN SAND & GRAVEL OR 1 1/2" CRUSHED STONE AS DETERMINED BY THE ENGINEER.

1 1/2" STD. PIPE  
AT 9' O.C.

AT 18"

**SECTION E: PROPOSAL**

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL  
CONTRACT NO. 6741**

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 - 2012 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.

# FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL CONTRACT NO. 6741

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

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

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

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

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL  
CONTRACT NO. 6741**

**Best Value Contracting**

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

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

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

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

Legend

Number of Journeyworkers	The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.
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.

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL  
CONTRACT NO. 6741**

**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

FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL

CONTRACT NO. 6741

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. ESTM 58270 810382 00 53W0942 and ACCOUNT NO. ESTM 58270 810382 00 53W1437 (FORSYTHIA AND BORDNER)					
10701	TRAFFIC CONTROL	2.0	LS		\$ -
10911	MOBILIZATION	2.0	LS		\$ -
20101	EXCAVATION CUT	3463.0	CY		\$ -
20217	CLEAR STONE	100.0	TON		\$ -
20221	TOPSOIL	5578.0	SY		\$ -
20233	RIPRAP FILTER FABRIC, TYPE HR	2556.0	SY		\$ -
20234	HEAVY RIPRAP - FIELD STONE	3109.0	TON		\$ -
20328	REMOVE EX. CUNETTE	3176.0	SY		\$ -
21001	EROSION CONTROL PLAN & IMPLEMENTATION	2.0	LS		\$ -
21002	EROSION CONTROL INSPECTION	10.0	EA		\$ -
21011	CONSTRUCTION ENTRANCE	2.0	EA		\$ -
21013	STREET SWEEPING	2.0	LS		\$ -
21020	TEMPORARY DITCH CHECK	6.0	EA		\$ -
21021	SILT FENCE COMPLETE (UNDISTRIBUTED)	100.0	LF		\$ -
21024	SILT SOCK (12 INCH) COMPLETE (UNDISTRIBUTED)	100.0	LF		\$ -
21052	POLYMER STABILIZATION	5578.0	SY		\$ -
21083	EROSION MATTING, CLASS III, TYPE C	1870.0	SY		\$ -
90030	STORM CONTROL	2.0	EA		\$ -
90031	TEMPORARY FENCING	1497.0	LF		\$ -
90032	VEGETATION MAINTENANCE	2.0	LS		\$ -

PROPOSAL

NAME OF BIDDER

FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL

CONTRACT NO. 6741

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. ESTM 58270 810382 00 53W0942 (Forsythia Only)					
10803	ROOT CUTTING - CUNETTE	15.0	LF		\$ -
20202	FILL BORROW (UNDISTRIBUTED)	100.0	CY		\$ -
20401	CLEARING	343.0	ID		\$ -
20403	GRUBBING	343.0	ID		\$ -
20405	BRUSH CLEARING	10.1	STA		\$ -
20701	TERRACE SEEDING	1137.0	SY		\$ -
20708	TALL GRASS WOODS EDGE SAVAN./NO-MOW FESCUE MIX	1104.0	SY		\$ -
21061	EROSION MATTING CLASS I, URBAN TYPE A	2241.0	SY		\$ -
21056	INLET PROTECTION TYPE D HYBRID - PROVIDE AND INSTALL	10.0	EACH		\$ -
21057	INLET PROTECTION TYPE D HYBRID - MAINTAIN	30.0	EACH		\$ -
20158	INLET PROTECTION TYPE D HYBRID - REMOVE	10.0	EACH		\$ -
40101	CRUSHED STONE AGGREGATE BASE COURSE, GRAD. NO. 1	1250.0	TON		\$ -
40102	CRUSHED STONE AGGREGATE BASE COURSE, GRAD. NO. 2	310.0	TON		\$ -
40412	9-INCH CONCRETE CUNETTE REMOVE AND REPLACE CONCRETE	995.0	LF		\$ -
90033	CUTOFF WALL	1.0	EA		\$ -
90034	INTERMITTENT CUTOFF WALLS	3.0	EA		\$ -
90035	CONCRETE RAMP	1.0	LS		\$ -
90036	CONCRETE WASTE MANAGEMENT	1.0	LS		\$ -
ACCOUNT NO. ESTM 58270 810382 00 53W1437 (Bordner Only)					
20314	REMOVE PIPE	19.0	LF		\$ -
20707	NO-MOW FESCUE SEEDING	3337.0	SY		\$ -

PROPOSAL

NAME OF BIDDER

FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL

CONTRACT NO. 6741

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
21073	EROSION MATTING CLASS II, TYPE C	3337.0	SY		\$ -
50652	RELOCATE 24" X 38" HERCP APRON ENDWALL & GATE	1.0	LS		\$ -
ACCOUNT NO. ES01 58275 810335 00 53W0942 (Forsythia Only)					
10914	MOBILIZATION FOR SANITARY SEWER INSTALLATION	1.0	EA		\$ -
50103	RECONSTRUCT BENCH AND FLOWLINES	2.0	EA		\$ -
50202	TYPE II DEWATERING	1.0	EA		\$ -
50212	SELECT BACKFILL FOR SANITARY SEWER	82.0	TF		\$ -
50321	8 INCH PVC PRESSURE SANITARY SEWER PIPE	37.0	LF		\$ -
50321	15 INCH PVC PRESSURE SANITARY SEWER PIPE	45.0	LF		\$ -
50357	COMPRESSION COUPLING	2.0	EA		\$ -
50361	WASTEWATER CONTROL	1.0	EA		\$ -
50771	INTERNAL CHIMNEY SEAL	2.0	EA		\$ -
50791	SANITARY SEWER TAP	2.0	EA		\$ -
<b>GRAND TOTAL</b>					



## 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:

### **FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL CONTRACT NO. 6741**

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.

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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.

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Signature of Authorized Contractor Representative

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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:

### FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE REMOVAL CONTRACT NO. 6741

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.

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL  
CONTRACT NO. 6741**

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

Countersigned:

	Company Name
Witness	Date
Witness	Date
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk

**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:

**FORSYTHIA CUNETTE REHABILITATION AND BORDNER PARK - CUNETTE  
REMOVAL  
CONTRACT NO. 6741**

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

By \_\_\_\_\_

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
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

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MADISON, WISCONSIN

February 7, 2012

The attached "Prevailing Wage Rate Determination: (Pages 1 through 30), issued February 7, 2012, is hereby approved as the Minimum Wage Scale of the City of Madison.

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division

## DEPARTMENTAL ORDER

ISSUE DATE: 1/13/2012

**PROJECT:**

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS-CITY OF MADISON  
MADISON CITY, DANE COUNTY, WI  
Determination No. 201200105

**PROJECT OWNER:**

ROBERT F. PHILLIPS, CITY ENGINEER  
CITY OF MADISON-ENGINEERING  
210 MARTIN L KING JR BLVD, RM 115  
MADISON, WI 53703

**REQUESTER:**

ROBERT F. PHILLIPS, CITY ENGINEER  
CITY OF MADISON-ENGINEERING  
210 MARTIN L KING JR BLVD, RM 115  
MADISON, WI 53703

**ADDITIONAL CONTACT:**

NORMAN DAVIS, CONTRACT COMPLIANCE  
CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV  
210 MARTIN L KING JR BLVD, RM 523  
MADISON, WI 537033342

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to ~~conduct an administrative review of such wage rate.~~ You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division  
Labor Standards Bureau  
Construction Wage Standards Section  
PO Box 8928 Madison, WI 53708-8928  
(608)266-6861

Web Site: <http://dwd.wisconsin.gov/er/>

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
 Department of Workforce Development  
 Pursuant to s. 66.0903, Wis. Stats.  
 Issued On: 1/13/2012

**DETERMINATION NUMBER:** 201200105

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2012. If NOT, You MUST Reapply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	29.06	15.16	44.22
102	Bollermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.26	16.60	48.86
104	Cabinet Installer	29.06	15.16	44.22
105	Carpenter	29.06	15.16	44.22
106	Carpet Layer or Soft Floor Coverer	29.06	15.16	44.22
107	Cement Finisher	32.03	15.13	47.16
108	Drywall Taper or Finisher	26.10	13.65	39.75
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.55	18.68	51.23
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	25.50	0.26	25.76
112	Fire Sprinkler Fitter	36.39	16.75	53.14
113	Glazier	36.23	11.22	47.45
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	19.11	50.01
117	Lather	29.06	15.16	44.22



Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
118	Line Constructor (Electrical)	35.97	18.08	54.05
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48.86
121	Metal Building Erector	22.00	4.11	26.11
122	Millwright	30.66	15.21	45.87
123	Overhead Door Installer	18.00	4.86	22.86
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
127	Pipeline Fuser or Welder (Gas or Utility)	29.54	18.84	48.38
129	Plasterer	29.03	15.16	44.19
130	Plumber	36.20	15.02	51.22
132	Refrigeration Mechanic Future Increase(s); Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56
133	Rofer or Waterproofer	28.06	0.00	28.06
134	Sheet Metal Worker	34.23	20.19	54.42
135	Steamfitter Future Increase(s); Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56
137	Teledata Technician or Installer	21.26	6.99	28.25
138	Temperature Control Installer	32.55	18.68	51.23
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher Future Increase(s); Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	23.77	16.00	39.77
142	Tile Setter Future Increase(s); Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	29.71	16.00	45.71
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	25.32	15.30	40.62

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
147	Siding Installer	16.74	2.58	19.32
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

**TRUCK DRIVERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	18.00	6.98	24.98
203	Three or More Axle Future Increase(s): Add \$1.57/hr on 6/1/2012.	18.00	13.83	31.83
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	18.00	13.68	31.68

**LABORERS**

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.14	13.45	37.59
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Landscaper	17.00	6.36	23.36
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.39	12.20	32.59
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
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).	31.89	14.44	46.33
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
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).	37.45	19.45	56.90

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>
		\$	\$	\$
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.	26.80	18.52	45.32
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.	27.75	19.15	46.90

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. 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.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
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/Screeed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
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 Chopper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35.59	19.10	54.69
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. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	30.32	17.40	47.72
516	Fiber Optic Cable Equipment	22.00	7.27	29.27

**SEWER, WATER OR TUNNEL CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
107	Cement Finisher Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
111	Fence Erector	25.50	0.26	25.76
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.31	22.22	53.53
118	Line Constructor (Electrical)	35.97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
130	Plumber	36.20	15.02	51.22
135	Steamfitter	39.90	15.76	55.66
137	Teledata Technician or Installer	21.26	6.99	28.25

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

## 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	23.00	8.64	31.64
203	Three or More Axle	21.17	9.51	30.68
204	Articulated, Euclid, Dumptr, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21.17	9.51	30.68

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.70/hr. on 06/04/2012; Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.28	13.44	38.72

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> \$
303	Landscaper	17.00	6.36	23.36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60

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 Bldwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
523	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/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 &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manholst; Material or Stack Holst; 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).</p> <p>Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.</p>	31.89	17.98	49.87
524	<p>Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width &amp; Over, or Tractor Mounted, Towed &amp; 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 &amp; Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Holst (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 &amp; Under); Winches &amp; A-Frames.</p>	30.89	17.16	48.05
525	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width &amp; Under, or Tractor Mounted, Towed &amp; Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&amp;/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.</p> <p>Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.</p>	29.19	17.98	47.17
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.19	17.96	47.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
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.	36.20	18.81	55.01

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> \$
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.	26.80	18.52	45.32
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.	26.80	18.52	45.32

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
105	Carpenter	30.23	15.16	45.39
107	Cement Finisher Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician	37.25	14.68	51.93
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	28.00	11.15	39.15
125	Pavement Marking Operator	26.65	14.92	41.57
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	14.07	39.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
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**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.35	16.19	38.54
203	Three or More Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	24.91	15.63	40.54
205	Pavement Marking Vehicle	23.84	14.76	38.60
206	Shadow or Pilot Vehicle	24.76	15.35	40.11
207	Truck Mechanic	24.91	15.35	40.26

**LABORERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.60/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. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Landscaper Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
304	Flagperson or Traffic Control Person Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	23.55	13.45	37.00

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr 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).	34.22	18.90	53.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr 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).	33.72	18.90	52.62

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> \$
533	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.	33.22	18.90	52.12
	Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

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> \$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.96	18.90	51.86
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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr 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).	32.67	18.90	51.57
536	Fiber Optic Cable Equipment.	22.00	7.27	29.27
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	36.20	18.81	55.01
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.	26.80	18.52	45.32
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.	26.80	18.52	45.32

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter	29.06	15.16	44.22
107	Cement Finisher Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.74	17.86	46.60
111	Fence Erector	25.50	0.26	25.76
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32

Determination No. 201200105

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> \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day:	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	15.00	0.00	15.00
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
206	Shadow or Pilot Vehicle	15.00	0.00	15.00
207	Truck Mechanic	19.50	4.97	24.47

**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	26.15	12.29	38.44
303	Landscaper	23.71	15.07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jlb Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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 Jlb Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr 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).	33.72	18.90	52.62

Determination No. 201200105

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	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chaln Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr 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>	33.22	18.90	52.12

Determination No. 201200105

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curling Machine. Future Increase(s): 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): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
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.	36.20	18.81	55.01
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.	26.80	18.52	45.32
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.	26.80	18.52	45.32

**HEAVY EQUIPMENT OPERATORS  
ASPHALT PAVEMENT OR OTHER 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>	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.96	52.58
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr 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).	33.72	18.90	52.62

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chlp Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p>	31.52	17.89	49.41
555	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
556	Fiber Optic Cable Equipment.	22.00	7.27	29.27



**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**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	27.00	2.47	29.47
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason	32.00	3.00	35.00
104	Cabinet Installer	22.00	2.74	24.74
105	Carpenter	27.00	3.46	30.46
106	Carpet Layer or Soft Floor Coverer	23.95	2.78	26.73
107	Cement Finisher	21.33	4.25	25.58
108	Drywall Taper or Finisher	23.80	1.55	25.35
109	Electrician	22.00	9.18	31.18
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	17.64	4.33	21.97
112	Fire Sprinkler Fitter	36.39	16.97	53.36
113	Glazier	36.23	11.22	47.45
114	Heat or Frost Insulator	29.04	19.73	48.77
115	Insulator (Ball or Blown)	18.95	1.70	20.65
116	Ironworker	30.90	19.11	50.01
117	Lather	28.15	15.14	43.29
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason	32.66	16.20	48.86
121	Metal Building Erector	17.50	2.80	20.30
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	25.65	6.33	31.98
125	Pavement Marking Operator	26.00	0.00	26.00

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> \$
129	Plasterer	19.00	0.29	19.29
130	Plumber	30.00	10.34	40.34
132	Refrigeration Mechanic	30.96	0.00	30.96
133	Roofer or Waterproofer	29.85	1.55	31.40
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.45	4.11	26.56
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	13.36	37.32
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	23.96	12.88	36.84
146	Well Driller or Pump Installer	15.10	12.38	27.48
147	Siding Installer	18.80	1.42	20.22

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	19.86	2.54	22.40
203	Three or More Axle	19.50	14.27	33.77
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	19.00	1.75	20.75

**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	16.09	7.18	23.27
302	Asbestos Abatement Worker	17.00	2.21	19.21
303	Landscaper	25.00	0.54	25.54

311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
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**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, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	29.45	15.37	44.82
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.	26.45	14.35	40.80

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