

BID OF _____

2012

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DOOR CREEK CULVERT

CONTRACT NO. 6871

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

**DOOR CREEK CULVERT
CONTRACT NO. 6871**

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This Proposal, and Agreement have
been prepared by:

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



Kevin Briski, Parks Superintendent

SECTION A: ADVERTISEMENT FOR BIDS

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

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|---------------------|----------------------|
| CONTRACT NO. | PROJECT NAME: |
| 6871 | Door Creek Culvert |

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

PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2013** must submit their application on or before 1:00 p.m., 07/06/2012, 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.

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 07/13/2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on 07/13/2012 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 6/22/2012,6/29/2012,07/06/2012

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 or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

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

Section 102.1: Pre-Qualification of Bidders

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

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

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

Section 102.4: Proposals

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

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

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

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

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

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

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

Section 102.5: Bid Deposit (Proposal Guaranty)

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

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

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

Building Demolition

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

Street, Utility and Site Construction

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

State of Wisconsin Certifications

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

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

SBE (Not Applicable)

SECTION D: SPECIAL PROVISIONS

DOOR CREEK CULVERT CONTRACT NO. 6871

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.

SECTION 104 SCOPE OF WORK

This project consists of work at Door Creek Park including grading, fabrication and installation of side by side box culverts, and seeding.

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

ARTICLE 104.4 INCREASE OR DECREASE QUANTITIES

Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

SECTION 105.1 AUTHORITY OF THE ENGINEER

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

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

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

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The

decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

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

SECTION 105.12 COOPERATION OF THE CONTRACTOR

The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction.

The Contractor will be allowed to store equipment and materials at Door Creek Park, the specific location to be determined at the pre construction meeting. The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. Contractor to note, this is an isolated park. The Contractor is responsible for securing all equipment and materials at the end of each work day.

SECTION 105.13 ORDER OF COMPLETION

The order of doing the work is subject to the review of the City. Prior to beginning construction, 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.

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:

1. Army Corps of Engineers Permit
2. WI-DNR Chapter 30 Permit INCLUDED WITH SPECIAL PROVISIONS
3. City of Madison Erosion Control Permit

A WI-DNR WRAPP (formerly Notice of Intent – NOI) Stormwater Discharges Associated with Land Disturbing Construction Activities Permit is not required for this project because land disturbance is < 1 Acre.

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
- Wisconsin DNR Pollutant Discharge Elimination System for Pit/Trench 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 THE WORK

Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried on at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

Work cannot start on this contract until after the "Start to Work" letter has been received. Work on the Door Creek Culvert Installation will start on or around 9/03/12 and must be completed by 11/17/2012. A pre-construction meeting will be required on-site prior to start of construction.

SECTION 109.9 LIQUIDATED DAMAGES

Should the contractor fail to complete the work within the time agreed upon in the contract, or within such extra time as may have been allowed by extensions, there shall be deducted from any monies due or that may become due the contractor, or in the event no monies are due, the contractor shall pay to the City, the sum set forth in the following schedule for each and every day that the work shall remain uncompleted. This sum be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from the contractor's failure to complete the work within the time specified in the contact.

The fixed, agreed and liquidated damages shall be assessed, unless otherwise specified, in accordance with the following schedule, which represents the city's estimate of damages at the time of contracting:

| Original Contract Amount | | Daily Charge | |
|--------------------------|------------------|--------------|-------------|
| From More than | To and Including | Calendar Day | Working Day |
| \$ 0 | \$ 50,000 | \$ 100.00 | \$ 250.00 |
| 50,000 | 100,000 | 150.00 | 275.00 |
| 100,000 | 300,000 | 200.00 | 425.00 |
| 300,000 | 500,000 | 325.00 | 675.00 |
| 500,000 | \$ 1,000,000 | 475.00 | 1,200.00 |
| \$ 1,000,000 | -- | \$ 550.00 | \$ 1,300.00 |

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

The excavation quantities for the project have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. The contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

Excavation Cut shall include all subsoil cut and subsoil fill required to meet proposed subgrades. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials that are deemed unusable as fill as determined by the Engineer. The Contractor is responsible for disposing unusable excavated fill at a location to be determined by the Contractor, at no cost to the City.

Suitable materials as determined by the Engineer may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. It is estimated that there will be 183 cubic yards of subsoil made available through excavation cut and 68 cubic yards of needed for placement of subsoil. The remaining estimate 115 cubic yards of quality subsoil (as determined by the Engineer) shall be stockpiled at Door Creek Park in an area between the project site and tennis courts, as shown on plans. If the subsoil is determined to be unsuitable for stockpiling, the Contractor shall dispose of subsoil at no additional cost to the City.

This bid item excludes Select Fill – Clay to be used as backfill around the box culvert, which is paid separately under BID ITEM 20206 – SELECT FILL – CLAY.

Topsoil import, stripping, redistribution, placement and disposal is excluded in this bid item and paid separately under BID ITEM 20221-TOPSOIL and BID ITEM 20222-TOPSOIL (IMPORT).

All double handling and subsoil placement is incidental to this bid item.

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

METHOD OF MEASUREMENT

Excavation Cut within the limits shown on the plans and cross sections will be paid for based on the “proposal quantity” as shown in the Contract without measurement thereof.

If the Engineer determines that substantial changes are required to excavation limits, additional undercut or excavation directed by the Engineer, beyond the limits shown on the plans shall be measured in the field by cubic yards in place, and paid for as Excavation Cut. For purposes of this item, “substantial” shall mean changes over 10% of the estimated quantity.

Adjustments were made for topsoil assuming four (4) inches of existing topsoil and placement of six (6) inches of topsoil.

BASIS OF PAYMENT

Excavation shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20206 – SELECT FILL - CLAY

DESCRIPTION

This item shall include furnishing and placement of clay fill at the locations shown on the plans, cross sections and as identified in these Special Provisions. Clay fill shall be used as backfill in construction of the box culvert. Clay Fill shall be a minimum of two (2) feet offset horizontally from the face of the box culvert. Clay fill shall be installed within 6” of the finished grade to allow for topsoil placement. The Contract shall place fill in compliance with Section 202 – Fill of the Standard Specifications. Materials used for Fill shall meet the requirements of the Standard Specifications of Section 202.2(a) Fill, with the additional requirement that fill material for construction of the box culvert shall be a clayey material, as approved by the Engineer. Clay fill for construction of the box culvert shall be compacted in accordance with the requirements for Special Compaction. Clay shall be placed in 8” to 12” lifts and compacted with a sheepsfoot roller (or other equipment deemed acceptable by the Engineer).

It is anticipated that the Contractor will require 29 cubic yards of clay. THIS CALCULATION EXCLUDES COMPACTION, THE CONTRACTOR WILL NOT BE PAID EXTRA FOR ANY ADDITIONAL MATERIAL NEEDED DUE TO COMPACTION.

Any double handling is incidental to this bid item.

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

METHOD OF MEASUREMENT

Select Fill – Clay will be paid based on the “proposal quantity” as shown in the Contract without measurement thereof.

BASIS OF PAYMENT

Select Fill - Clay shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

Contractor shall provide and install 3-inch clear stone under the proposed culvert at the locations shown and to the thicknesses shown on the drawings. This item includes clear stone for the construction entrance and the berm (ditch check) downstream of the proposed culvert. An estimated 54 tons is required underneath the culverts, 49 tons for the construction entrance, and 10 tons for the ditch check.

METHOD OF MEASUREMENT

Clear stone shall be measured by the ton.

BASIS OF PAYMENT

Clear stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

The topsoil quantities for the project have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Topsoil stripping and placement quantities have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. The contractor is responsible to review attached earthwork calculations on Sheet X-1 and Sheet X-2. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

This item shall include topsoil stripping, stockpiling, doubling handling, and placement of existing topsoil within the seeding limits shown on the drawings or as directed by the Engineer in the field. Topsoil shall be placed six (6) inches thick per the Standard Specifications. Salvaged topsoil from on site meeting the specifications, as determined by the Engineer, shall be used before importing topsoil. In some areas the existing topsoil thickness may be adequate and no additional topsoil may be required. Topsoil and placement shall be in accordance with Article 202 – Fill.

It is estimated that 121 cubic yards of topsoil will be needed for this project; approximately 76 cubic yards of topsoil will be made available through topsoil stripping. Adjustments were made for topsoil assuming four (4) inches of existing topsoil and placement of six (6) inches of topsoil. Additional topsoil needed for the project that is not made available through topsoil stripping will be paid for under BID ITEM – 20222 TOPSOIL (IMPORT).

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

METHOD OF MEASUREMENT

Topsoil will be paid based on the “proposal quantity” as shown in the Contract without measurement thereof.

BASIS OF PAYMENT

Topsoil shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20222 – TOPSOIL (IMPORT)

DESCRIPTION

The topsoil quantities for the project have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Topsoil stripping and placement quantities have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. The contractor is responsible to review attached earthwork calculations on Sheet X-1 and Sheet X-2. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

This item shall include stockpiling, doubling handling and placement of imported topsoil within the seeding limits shown on the drawings or as directed in the field by the Engineer. Topsoil shall be placed six (6) inches thick per the Standard Specifications. Topsoil import and placement shall be in accordance with Article 202 – Fill.

It is estimated that 45 cubic yards of topsoil will need to be imported for this project. Adjustments were made for topsoil assuming four (4) inches of existing topsoil and placement of six (6) inches of topsoil.

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

METHOD OF MEASUREMENT

Topsoil (Import) will be paid based on the “proposal quantity” as shown in the Contract without measurement thereof.

BASIS OF PAYMENT

Topsoil (Import) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20233 –RIPRAP FILTER FABRIC TYPE HR

DESCRIPTION

This item shall include furnishing and placing Heavy Riprap Filter Fabric Type HR under clear stone as shown in the drawings. 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.

Seams between individual pieces of filter fabric shall be joined or overlapped to provide a continuous layer. Fabric shall be overlapped at a minimum of 18 inches; overlap has been calculated in the bid quantity.

METHOD OF MEASUREMENT

Riprap Filter Fabric Type HR will be paid based on the "proposal quantity" as shown in the Contract without measurement thereof.

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

BASIS OF PAYMENT

Riprap Filter Fabric Type HR shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

This work shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material as shown on plans and as needed to repair areas damaged by construction activities, all in accordance with the City of Madison Standard Specifications for Public Works Construction Article 207 and as specified in plans. The quantity shown on the proposal page includes an estimated two-thousand 2000 square yards of seeding to repair areas damaged by construction activities. Seed mixture shall be the City of Madison sun terrace mix.

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

METHOD OF MEASUREMENT

Terrace seeding shall be measured by the square yard.

BASIS OF PAYMENT

Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20707 – WETLAND RESTORATION SEEDING

DESCRIPTION

Work under this item shall include seeding with the below Wetland Restoration Seed Mix as specified in plans or at other locations as directed by Engineer. This work shall be in accordance with Article 207 of the Standard Specifications for Native Plant Seeding, except as provided below.

Seed Mix shall be custom mixed or a modified pre-designed mix from an approved native seed supplier. The native mix shall be as listed below.

WETLAND RESTORATION SEED MIX

| SCIENTIFIC NAME | COMMON NAME | OZ./ACRE |
|-------------------------------------|-----------------------|----------|
| WILDFLOWERS | | |
| ALISMA SUBCORDATUM | COMMON WATER PLANTAIN | 1.00 |
| ASCLEPIAS INCARNATA | MARSH MILKWEED | 3.00 |
| ASTER NOVAE-ANGLIAE | NEW ENGLAND ASTER | 1.00 |
| ASTER PUNICEUS | RED-STEMMED ASTER | 1.00 |
| EUPATORIUM MACULATUM | SPOTTED JOE PYE WEED | 1.00 |
| EUPATORIUM PERFOLIATUM | BONESET | 0.50 |
| HELENIUM AUTUMNALE | SNEEZEWEED | 0.30 |
| LIATRIS SPICATA | MARSH BLAZING STAR | 3.00 |
| LOBELIA CARDINALIS | CARDINAL FLOWER | 0.30 |
| LOBELIA SIPHILITICA | GREAT BLUE LOBELIA | 0.35 |
| PYCNANTHEMUM VIRGINIANUM | MOUNTAIN MINT | 0.50 |
| SOLIDAGO RIDDELLII | RIDDELL'S GOLDENROD | 4.00 |
| VERBENA HASTATA | BLUE VERVAIN | 2.00 |
| VERNONIA FASCICULATA | IRONWEED | 4.00 |
| ZIZIA AUREA | GOLDEN ALEXANDERS | 4.00 |
| GRASSES, SEDGES & RUSHES | | |
| BROMUS CILIATUS | FRINGED BROME | 24.00 |
| CAREX VULPINOIDEA | BROWN FOX SEDGE | 4.00 |
| ELYMUS RIPARIUS | RIVER BANK WILD RYE | 30.00 |
| ELYMUS VIRGINICUS | VIRGINIA WILD RYE | 24.00 |
| GLYCERIA GRANDIS | REED MANNA GRASS | 2.00 |
| LEERSIA ORYZOIDES | RICE CUT GRASS | 2.00 |
| SCIRPUS ATROVIRENS | DARK-GREEN BULLRUSH | 1.00 |
| SCIRPUS CYPERINUS | WOOL GRASS | 0.25 |
| SCIRPUS FLUVIATILIS | RIVER BULLRUSH | 3.00 |
| Seeding Rate (lbs/acre) | | 7.26 |

Seed at the rate recommended by the manufacturer, 7.26 lbs/acre of Pure Live Seed. 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.

Note that the mix shall include a regreen cover crop as recommended by the native seed supplier, to be applied at a rate of 17.25 lbs/acre, 3.8 seeds/sf.

For Contractor's information, a custom seed mix meeting these specifications is available from Agrecol LLC, Evansville, WI (608) 223-3571.

METHOD OF MEASUREMENT

Wetland Restoration Seeding shall be measured by the square yard in accordance with Section 207.4.

BASIS OF PAYMENT

Wetland Restoration 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 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. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM -21002 EROSION CONTROL INSPECTION

DESCRIPTION

Work under this item shall conform to Article 210.1(b) Erosion Control Inspection. It should be noted that the Contractor is also required to perform inspections on weekends as it relates to rain events in accordance with Article 210.1(b) and as stipulated in the included permits.

METHOD OF MEASUREMENT

Erosion Control Inspection shall be measured per inspection for the completed work as described above.

BASIS OF PAYMENT

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

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

DESCRIPTION

Work under this item shall include all materials, labor, and incidentals required to install, maintain and remove 250' linear feet of silt sock around any subsoil/topsoil staging piles. In addition to temporary soil staging locations, silt sock shall be placed around piles of disposed subsoil at the subsoil disposal location at Door Creek Park. **Silt sock as part of this bid item, shall not be removed from the project site, even after construction completion.**

METHOD OF MEASUREMENT

Silt Sock (12 inch) – Complete shall be measured by linear foot for the completed work as described above.

BASIS OF PAYMENT

Silt Sock (12 inch) - Complete shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM -21025 UNDISTRIBUTED SILT SOCK (12 INCH) – PROVIDE, INSTALL & MAINTAIN

DESCRIPTION

Work under this item shall include all materials, labor, and incidentals required to install, maintain and remove 200' linear feet of silt sock. This item is included in the bid as a precautionary measure to address emergency erosion that may occur in the event of a significant storm with erosion potential. It is probable that this bid item will be eliminated from the contract.

METHOD OF MEASUREMENT

Undistributed silt sock (12 inch) – provide, install & maintain shall be measured by linear foot for the completed work as described above.

BASIS OF PAYMENT

Undistributed silt sock (12 inch) – provide, install & maintain shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 21061 - EROSION MATTING, CLASS I URBAN TYPE A

DESCRIPTION

Work under this bid item shall include provision and installation of Class I Urban Type B Erosion Control Mat to be installed in the locations shown on the drawings, (or as directed by the Construction Engineer). The Class I Urban Type A Erosion Control Mat shall conform to Wisconsin Department of Transportation's requirements for "Erosion Mat, Class I Urban Type A" contained in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL).

Work under this bid item shall be as set forth in the Standard Specifications, except Contractor shall note that special care with anchorage devices shall be required so as to not injure users of the park. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Class I, Urban Type A Erosion Mat." Anchorage devices shall be completely biodegradable, and metal anchorage devices will not be allowed. Materials deemed to present a hazard from splintering or spearing will not be approved, including solid wood devices.

Erosion Matting, Class I Urban Type A installed correctly with correct anchorage, staple pattern, and overlap shall be paid at the contract price. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer's recommended staple pattern for the type of matting installed.

METHOD OF MEASUREMENT

Erosion Matting, Class I Urban Type A shall be measured by the plan square yard quantity.

BASIS OF PAYMENT

Erosion Matting, Class I Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Seeding shall be paid separately. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 21072 - EROSION MATTING, CLASS II TYPE B

DESCRIPTION

Work under this bid item shall include provision and installation of Class II Type B Erosion Control Re-vegetative Mat to be installed in the locations shown on the drawings, (or as directed by the Construction Engineer). The Class II Type B Erosion Control Re-vegetative Mat shall be North American Green C125 BN or Engineer Approved Equivalent. Erosion matting shall conform to Wisconsin Department of Transportation's requirements for "Erosion Mat, Class II Type B" contained in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL).

Overlap and staple pattern shall be in general accordance with the manufacturer's recommendations, or as modified or approved in the field. Contractor shall provide to the City the Manufacturer's recommended staple pattern.

Erosion Matting, Class II Type B installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer's recommended staple pattern for the type of matting installed.

METHOD OF MEASUREMENT

Erosion Matting, Class II Type B shall be measured by the plan square yard quantity.

BASIS OF PAYMENT

Erosion Matting, Class II Type B shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Seeding shall be paid separately. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 21083 - EROSION MATTING, CLASS III TYPE C

DESCRIPTION

Work under this bid item shall include provision and installation of Class III Type C Turf Reinforcement Mat (TRM) to be installed in the locations shown on the drawings, (or as directed by the Construction Engineer). The Class III Type C TRM 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.

Overlap and staple pattern shall be in general accordance with the manufacturer's recommendations, or as modified or approved in the field. Contractor shall provide to the City the Manufacturer's recommended staple pattern.

Class III Type C TRM shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer's recommended staple pattern for the type of matting installed.

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

METHOD OF MEASUREMENT

Erosion Matting, Class III Type C shall be measured by the plan square yard quantity.

BASIS OF PAYMENT

Erosion Matting, Class III Type C shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

Seeding shall be paid separately. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 50551- SIDE BY SIDE REINFORCED CONCRETE BOX CULVERTS

DESCRIPTION

This item shall include all work, materials, coordination, labor and incidentals necessary to provide and install side by side reinforced concrete box culverts 50' in length and incidental box culvert edges as shown in plans and as detailed here. The north box culvert is 6'x4'; the south box culvert is 6'x3'. The box culvert provided shall conform to ASTM C1433 Table 1 for less than two (2) feet of cover. The box shall be manufactured, provided and installed with the appropriate amount of reinforcing steel based on the depth of cover provided along the profile of the box.

The Contractor shall be responsible for fabricating the box culverts, coordinating their delivery, unloading and other incidentals associated with the installation.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AFTER SETTING THE BOX CULVERTS AND PRIOR TO FILLING THE BOX CULVERTS WITH THE SLURRY MIX.

The Contractor shall abide by the following guidelines when installing the box culverts:

1. Excavation cut and clay backfill required for the box culvert shall be paid separately under BID ITEM 20101- EXCAVATION CUT and BID ITEM 20206 – SELECT FILL – CLAY, respectively. Topsoil placement on top of the box culvert shall be paid under BID ITEM 20221 – TOPSOIL and/or BID ITEM 20222 – TOPSOIL (IMPORT).
2. The subgrade for the boxes shall have nonwoven riprap filter fabric type HR placed on all exposed subgrade areas prior to placement of the bedding stones for the boxes. The cost of filter fabric shall not be paid separately under BID ITEM 20233- NON WOVEN FILTER FABRIC TYPE HR.
3. One (1) foot of clear stone shall then be placed on the Geotextile as bedding stone. The cost of clear stone shall be paid separately under BID ITEM – 20217 CLEAR STONE.
4. The joints of the box culverts shall be sealed with seal-tight across the inside bottom and up two (2) feet on the vertical walls. Sealwrap shall be used to seal the remainder of the inside box culvert joints, and completely down the outside vertical sides of the box. Installation of all joint material is included in the price of the box culvert.
5. The 3" area running longitudinally between the boxes shall be filled, coincidental to the box construction, with a slurry mix in accord with the following specifications:

2600# - 3/4" coarse aggregate
800# - sand
94# - Portland Cement
11 - gallons water (do not exceed)

THIS IS BASED ON A 1 (ONE) CUBIC YARD MIX

The batch shall be thoroughly mixed at relatively high speeds. No further backfilling shall take place for at least two (2) hours.

METHOD OF MEASUREMENT

Side By Side Reinforced Concrete Box Culverts shall be measured as lump sum.

BASIS OF PAYMENT

Side By Side Reinforced Concrete Box Culverts shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90001- DEWATERING

DESCRIPTION

This item is intended to cover any and all dewatering required for installation of the box culverts. Dewatering shall be in accordance with Article 502 of the Standard Specifications. Note that the Contractor shall be responsible for obtaining any permits required by DNR for this work, and for complying with such permits, including any reporting requirements.

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

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

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002- STORM CONTROL

DESCRIPTION

Work under this bid item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer and in the channel where the box culvert is to be installed during the construction project. The Contractor should expect only minor flows in the channel during dry weather, however the channel can be expected to fill rapidly during rain events. The Contractor shall take all necessary steps to protect the new storm sewer, structures and 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.

METHOD OF MEASUREMENT

Storm Control shall be measured as a single lump sum for all storm control necessary throughout construction.

BASIS OF PAYMENT

Storm Control shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

END OF SPECIAL PROVISIONS



DNR Chapter 30 Permit

May 8, 2012

IP-SC-2012-13-01001 and 01002

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

Dear Mr. Briski:

We have reviewed your application for a permit to impact a wetland adjacent to unnamed Tributary to Door Creek, in the City of Madison, Dane County. You will be pleased to know your application is approved with a few limitations.

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

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

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

If you have any questions about your permit, please call me at (920) 387-7878.

Sincerely,

A handwritten signature in blue ink that reads 'Dan Hunt'. The signature is stylized and cursive.

Dan Hunt
Water Management Specialist

cc: Simone Kolb, Project Manager, U.S. Army Corps of Engineers-Waukesha
Conservation Warden Eric Grudzinski

STATE OF WISCONSIN FEDERAL WETLAND WQC AND CULVERT PERMITS
DEPARTMENT OF NATURAL RESOURCES IP-SC-2012-13-01001 and 01002

Kevin Briski is hereby granted under Section 281.15, 401 CWA, Wisconsin Statutes, a permit to impact a wetland adjacent to unnamed tributary to Door Creek, in the City of Madison, Dane County, also described as in the NW1/4 of the SE1/4 of Section 1, Township 7 North, Range 10 East, subject to the following conditions:

PERMIT

1. You must notify Dan Hunt at phone (920) 387-7878 before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before May 8, 2015. If you will not complete the project by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: <http://dnr.wi.gov/runoff/stormwater/techstds.htm> .
12. The culvert must be installed so that the culvert invert is buried below the bed elevation of the stream.
13. This permit authorizes the placement of the culvert and is not an approval for channel relocation or any other alteration of the waterway, which may require a Department of Natural Resources permit.
14. Erosion control measures must be in place at the end of each working day.
15. Erosion control measures must be inspected, and any necessary repairs or maintenance performed, after every rainfall exceeding 1/2 inch and at least once per week.

FINDINGS OF FACT

1. Kevin Briski has filed an application for a permit to impact a wetland adjacent to unnamed trib to Door Creek, in the City of Madison, Dane County, also described as NW1/4-SE1/4 of Section 1, T 7 N-R 10 E.
2. The project includes a culvert and associated fill as part of a city recreational trail system.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
5. The project will impact 0.03 acres of wetland.

6. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 281.15, 401 CWA, 30.12 Wisconsin Statutes and Chapters NR 103, 150, 299 and 320 of the Wisconsin Administrative Code.

CONCLUSIONS OF LAW

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

NOTICE OF APPEAL RIGHTS

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

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

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

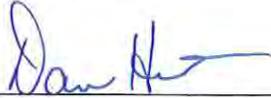
A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and section NR 310.18, Wis. Adm. Code, and must include the following information:

1. A description of the Department's action or inaction which is the basis for the request; and,

2. A description of the objection to the decision that is sufficiently specific to allow the department to determine which provisions of Chapter 30, Wis. Stats., may be violated; and
3. A description of the facts supporting the petition that is sufficiently specific to determine how you believe the project may result in a violation of Chapter 30, Wis. Stats.; and,
4. Your commitment to appear at the contested case hearing, if one is granted and present information supporting your objection.
5. If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Horicon Service Center, Wisconsin on May 8, 2012.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By 

Dan Hunt
Water Management Specialist



DEPARTMENT OF THE ARMY

ST. PAUL DISTRICT, CORPS OF ENGINEERS

180 FIFTH STREET EAST

ST. PAUL, MN 55101-1678

June 14, 2012

REPLY TO
ATTENTION OF

Operations

Regulatory (2012-00954-SEK)

Army Corp Permit

Ms. Sarah Lerner
City of Madison
210 Martin Luther King, Jr. Blvd., Ste. 104
Madison, WI 53703

Dear Ms. Lerner:

We have reviewed information about a City of Madison project to discharge dredged and fill material into approximately 1477 square feet of an unnamed tributary of Door Creek. The purpose of the project is to construct a culvert crossing for a cross country ski-trail and the requisite winter grooming equipment. The project site is in SE ¼, Sec. I, T. 7N. R. 10E., Dane County, Wisconsin.

This work is authorized by Department of the Army General Permit (GP-002-WI) **PROVIDED THE ENCLOSED CONDITIONS ARE FOLLOWED AND YOU OBTAIN CONFIRMATION THAT SECTION 401 WATER QUALITY CERTIFICATION HAS BEEN GRANTED OR WAIVED FOR THE PROJECT** from the Wisconsin Department of Natural Resources (WDNR). Your project **IS NOT** authorized by this **general permit** until you obtain this confirmation of water quality certification from WDNR.

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

This General Permit is valid until May 31, 2016, unless reissued, or revoked. The time limit for completing the work described above ends on that date or two years from the date of this letter, whichever is later. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures **AND TO OBTAIN ALL REQUIRED STATE AND LOCAL PERMITS AND APPROVALS BEFORE YOU PROCEED WITH YOUR PROJECT.**

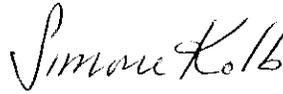
A preliminary jurisdictional determination (JD) has been prepared for the site of your project. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps representative identified in the final paragraph of this letter. You also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

Jurisdictional Determination form and return one copy to the address below within 15 days from the date of this letter.

Simone Kolb
U.S. Army Corps of Engineers
20711 Watertown Rd., Suite F
Waukesha, WI 53186

If you have any questions, contact Ms. Kolb in our Waukesha office at (262) 717-9539. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,



for Tamara E. Cameron
Chief, Regulatory Branch

Enclosures

Copy furnished to:

WDNR, Dan Hunt

GP-002-WI CONDITIONS

GENERAL INFORMATION

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

Department of the Army Permit General Conditions:

1. GP-002-WI expires on May 31, 2016. Unless otherwise specified in the St. Paul District's letter confirming your project complies with the requirements of this GP, the time limit for completing work ends upon the expiration date of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.
2. You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting GP (2.a), or abandon it without a good faith transfer; you must obtain a modification of the authorization from this office, which may require restoration of the area. If you wish to transfer responsibility for completion or maintenance of the project to another, please contact this office so we may provide you with the necessary documentation to transfer the authorization.
3. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify this office of what you have found. The St. Paul District will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. You must allow representatives from this office and the WDNR to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is

being or has been accomplished in accordance with the terms and conditions of GP-002-WI.

5. If a conditioned water quality certification has been issued for your project by the WDNR, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

Further Information:

1. Congressional Authorities: Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), only. Work that also requires authorization under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.
2. Limits of this Authorization:
 - a. GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - b. GP-002-WI does not grant any property rights or exclusive privileges.
 - c. GP-002-WI does not authorize any injury to the property or rights of others.
 - d. GP-002-WI does not authorize interference with any existing or proposed federal project.
3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination by this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the applicant.

5. Reevaluation of Decision. This office may reevaluate its decision on an authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. The applicant fails to comply with the terms and conditions of this general permit.
- b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. A reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.

6. This office may also reevaluate its decision to issue GP-002-WI at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.

GP-002-WI STANDARD CONDITIONS

1. Discretionary Authority. The Corps retains discretionary authority to require a standard individual permit review of any activity eligible for authorization under GP-002-WI based on concern for the aquatic environment.
2. Federal Trust Responsibility to Indian Tribes. Projects the Corps finds to have potential to affect tribal interests will be coordinated with the appropriate Indian Tribal governments. The Tribe's views and the federal trust responsibility will be considered in the Corps evaluation. Based on treaty rights, no activity or its operation may impair reserved treaty rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
3. Form and Confirmation of Authorization. Every GP-002-WI authorization that requires

GP-002-WI CONDITIONS

submission of an application will be confirmed in writing by the Corps. Any confirmation issued may include required special conditions.

4. Grandfather Provision.

Activities that were determined to be non-reporting under GP-002-WI prior to May 31, 2011 AND that had commenced prior to that date shall be completed no later than April 16, 2013. Reporting activities previously confirmed by our office in writing as authorized under GP-002-WI (expiration dates April 16, 2011 or May 31, 2011), continue to be authorized under the terms of the Corps project verification letter.

5. Case-by-Case Conditions.

The authorized activity must comply with any special conditions that may have been added by the Corps or by a state, tribe, or the United States Environmental Protection Agency in its Section 401 Water Quality Certification or consistency determination under the Coastal Zone Management Act. Such conditions will be specifically identified in any Corps authorization.

6. Avoidance and Minimization.

Discharges of dredged or fill material into waters of the United States must be avoided and minimized to the maximum extent practicable).

7. State Water quality Certification and Coastal Zone Management (CZM) Consistency Determination.

Some GP-002-WI authorizations may not be valid unless and until the WDNR has confirmed that the activity complies with state water quality certification and/or CZM consistency determination is obtained from or waived by the Wisconsin Coastal Management Program. If such a condition applies, it will be noted in the Corps authorization letter for the project. Refer to conditions 27 and 28 at the end of this document.

8. Proper Maintenance.

Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

9. Erosion and Siltation Controls.

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

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

10. Removal of Temporary Fills.

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

- a. Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);
- b. Not later than the timeframe stipulated in our office's confirmation letter; or
- c. Not longer than two weeks from the date the temporary fill was placed in waters of the United States (condition c. applies only if a timeframe is not otherwise established by applying a. or b. above).

11. Federal Threatened and Endangered Species.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (see Standard Condition 27a.x.(a) below for information regarding compliance with Chapter 29.604 Wisconsin State Statute).

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

b. Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the federal ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the United States Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected

species are in violation of the ESA.

Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the United States Fish and Wildlife Service and National Marine Fisheries Service, WDNR or their world-wide web pages on the internet.

12. Historic Properties, Cultural Resources.

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

13. Spawning Areas.

Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

14. Obstruction of High Flows.

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

15. Adverse Effects from Impoundments.

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

16. Waterfowl Breeding Areas.

Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

GP-002-WI CONDITIONS

17. Navigation.

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

18. Aquatic Life Movements.

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

19. Equipment.

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

20. Water Quality Standards.

All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable federal, state, and local water quality and effluent standards on a continuing basis.

21. Preventive Measures.

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

22. Disposal Sites.

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

23. Suitable Fill Material.

All fill (including riprap), if authorized under this permit, must consist of suitable material (e.g. no trash, debris, car bodies, asphalt, etc.,) free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). In addition, rock or fill material used for activities dependent upon this permit and obtained by excavation must either be obtained from existing quarries or, if a new borrow site is opened up to obtain fill material, the State Historic Preservation Office (SHPO) must be notified prior to the use of the new site. Evidence of this consultation with the SHPO will be forwarded to the Corps.

24. Water Intakes/Activities.

An investigation must be made to identify water intakes or other activities that may be affected by suspended solids and turbidity

increases caused by work in the watercourse. Sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality.

25. Spill Contingency Plan.

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

26. Other Permit Requirements.

No Corps GP-002-WI authorization eliminates the need for other local, state or Federal authorizations, including but not limited to National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.

27. State Section 401 Certification Conditions and Limitations (dated April 28, 2011):

a. GENERAL CONDITIONS:

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

ii. Once wetland work commences, all wetland construction activities must be continuous (on a daily basis) until the project is completed and the site is stabilized.

iii. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount mulching, sodding, diversion of surface runoff, installation of straw bales or silt screens, construction of settling basins, or similar methods as soon as possible after removal of the original ground cover as described in the Wisconsin Construction Site Handbook (BMP's).

iv. This permit has been issued with the understanding that any construction equipment used is the right size to do the job, and can be brought to and removed from the project's site without unreasonable harm to vegetative cover or fish or wildlife habitat.

v. Final site stabilization requires the re-establishment of native vegetation and must not contain any exotic species.

vi. Flush all other equipment with hot water of 105° F. to 110° F. for a period of 30 minutes or hot water of 140° F. for a period of 5 minutes; or, instead of flushing equipment,

leave the equipment in a sunny location so that it dries completely (at least five full days).

vii. Inspect all equipment surfaces, scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, or roots), and dispose of removed mussels and plants in a garbage can prior to leaving the water access area.

viii. You must ensure that all equipment used for the project has been adequately decontaminated for zebra mussels prior to being used in other waters of the state. All equipment that comes in contact with infested waters including, but not limited to, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps must be thoroughly disinfected.

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

x. The following activities are not eligible for certification under this water quality certification action for GP-002-WI:

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

(b) Activities that result in adverse impacts to fishery spawning habitat or adversely affect avifauna breeding areas or substantially disrupt the movement of those species that normally migrate from open water to upland or vice versa (i.e. amphibians, reptiles and mammals).

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

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

xi. Applicants seeking authorization under this regional general permit (except the non-reporting general permit) shall complete a Joint State/Federal Permit Application and submit two copies of each to the appropriate local COE office and the local WDNR Water Management Permit Intake Specialist. Applications for water quality certification must be complete as determined by the WDNR. Please note an application fee is required for state water quality certification activities identified under Section II below.

b. WATER QUALITY CERTIFICATION:

i. The WDNR grants water quality certification for the Non-Reporting GP subject to compliance with all applicable conditions in GP-002-WI and compliance with conditions

GP-002-WI CONDITIONS

3.b.27(a)i. through xi. above.

ii. The WDNR grants water quality certification for projects that satisfy all applicable conditions of GP-002-WI under the Reporting GP subject to the General Conditions above, and:

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

iv. Certification for Hydropower Projects under this General Permit is conditionally approved when the applicant has received State Individual Water Quality Certification under the FERC regulatory process.

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

c. NOTICE OF APPEAL RIGHTS:

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources.

This determination becomes final in accordance with the provisions of NR 299.05(7), Wisconsin Administrative Code, and is judicially reviewable when final. For judicial review of a decision pursuant to Sections 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision becomes final to file your petition with the appropriate circuit court and to serve the petition on the Secretary of the Department of Natural Resources. The petition must name

the Department of Natural Resources as the respondent.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. This notice is provided pursuant to section 227.48(2), Stats.

28. Wisconsin Coastal Management Program (WCMP) Conditions.

The WCMP's Federal consistency determination for GP-002-WI provides that no GP-002-WI authorization for an activity taking place in coastal wetlands identified as ridge and swale complexes and/or wetlands adjacent to the Mink River (Door County), and the Kakagon and Bad Rivers (Ashland County) will be valid unless and until a Federal consistency determination is granted or waived by the WCMP. This requirement therefore is incorporated as a permit condition of GP-002-WI. Applicants will be notified of this condition in the Corps's GP reporting authorization for projects in these areas.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

| | | | |
|----------------------------|--|-----------------------------|---------------------|
| Applicant: City of Madison | | File Number: 2012-00954-SEK | Date: June 14, 2012 |
| Attached is: | | | See Section below |
| | INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission) | A | |
| | PROFFERED PERMIT (Standard Permit or Letter of Permission) | B | |
| | PERMIT DENIAL | C | |
| | APPROVED JURISDICTIONAL DETERMINATION | D | |
| X | PRELIMINARY JURISDICTIONAL DETERMINATION | E | |

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A. INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approve jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B. PROFFERED PERMIT: You may accept or appeal the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D. APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E. PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION

If you have questions regarding this decision and/or the appeal process you may contact:

Simone Kolb
U. S. Army Corps of Engineers, Regulatory Branch
20711 Watertown Rd., Suite F
Waukesha, WI 53186

Telephone (262) 717-9539

If you only have questions regarding the appeal process you may also contact:

Administrative Appeals Review Officer
Mississippi Valley Division
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
(601) 634-5820
(601) 634-5816 (fax)

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

| | | |
|----------------------------------|-------|-------------------|
| <hr/> | Date: | Telephone number: |
| Signature of appellant or agent. | | |

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

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

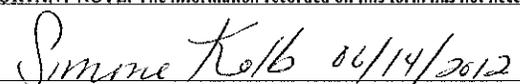
| | | | | | | |
|--|---|-------------|----------------|-----------|--------------|--|
| District Office | St. Paul District | File/ORM # | 2012-00954-SEK | PJD Date: | Jun 14, 2012 | |
| State | WI | City/County | Dane | | | |
| Nearest Waterbody: | Door Creek | | | | | |
| Location: TRS, Lat/Long or UTM: | SE ¼, Sec. 1, T. 7N, R. 10E. | | | | | |
| Name/ Address of Person Requesting PJD | Ms. Sarah Lerner City of Madison 210 Martin Luther King, Jr. Blvd., Ste. 104 Madison, WI 53703 | | | | | |

| | |
|---|--|
| Identify (Estimate) Amount of Waters in the Review Area: | Name of Any Water Bodies on the Site Identified as Section 10 Waters: |
| Non-Wetland Waters: _____ Stream Flow: _____ _____ linear ft _____ width _____ acres _____ Per. (seasonal) | Tidal: _____ Non-Tidal: _____ |
| Wetlands: 0.03 acre(s) Cowardin Class: Palustrine, emergent | <input checked="" type="checkbox"/> Office (Desk) Determination <input type="checkbox"/> Field Determination: _____ Date of Field Trip: _____ |

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

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: _____
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps _____
- Corps navigable waters' study: _____
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: Madison East
- USDA Natural Resources Conservation Service Soil Survey. Citation: Soil Survey of Dane County
- National wetlands inventory map(s). Cite name: _____
- State/Local wetland inventory map(s): _____
- FEMA/FIRM maps: _____
- 100-year Floodplain Elevation is: _____
- Photographs:
 - Aerial (Name & Date): 2010 USDA
 - Other (Name & Date): Application photos
- Previous determination(s). File no. and date of response letter: _____
- Other information (please specify): _____

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

| | |
|--|---|
|  Signature and Date of Regulatory Project Manager (REQUIRED) | _____ Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable) |
|--|---|

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

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

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

SECTION E: PROPOSAL

**DOOR CREEK CULVERT
CONTRACT NO. 6871**

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.

**DOOR CREEK CULVERT
CONTRACT NO. 6871**

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)

**DOOR CREEK CULVERT
CONTRACT NO. 6871**

Best Value Contracting

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

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

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

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

Legend

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

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

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

**DOOR CREEK CULVERT
CONTRACT NO. 6871**

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

Contract Name: DOOR CREEK CULVERT

Contract No. 6871

| ITEM | TYPE OF WORK | ESTIMATED QUANTITIES | | UNIT PRICE BID | TOTAL BID |
|--------------------|---|----------------------|----------|----------------|---------------|
| ACCOUNT NO. | | | | | |
| 10911 | MOBILIZATION | 1.0 | LUMP SUM | | \$ - |
| 20101 | EXCAVATION CUT | 183.0 | CY | | \$ - |
| 20206 | SELECT FILL - CLAY | 29.0 | CY | | \$ - |
| 20217 | CLEAR STONE | 113.0 | TON | | \$ - |
| 20221 | TOPSOIL | 121.0 | CY | | \$ - |
| 20222 | TOPSOIL (IMPORT) | 45.0 | CY | | \$ - |
| 20233 | RIPRAP FILTER FABRIC TYPE HR | 165.0 | SY | | \$ - |
| 20701 | TERRACE SEEDING | 2597.0 | SY | | \$ - |
| 20704 | WETLAND RESTORATION SEEDING | 257.0 | SY | | \$ - |
| 21001 | EROSION CONTROL PLAN & IMPLEMENTATION | 1.0 | LUMP SUM | | \$ - |
| 21002 | EROSION CONTROL INSPECTION | 12.0 | EACH | | \$ - |
| 21011 | CONSTRUCTION ENTRANCE | 1.0 | EACH | | \$ - |
| 21014 | TEMPORARY CLEAR STONE BERM (DITCH CHECK) | 1.0 | EACH | | \$ - |
| 20124 | SILT SOCK(12 INCH) - COMPLETE | 250.0 | LF | | \$ - |
| 20125 | UNDISTRIBUTED SILT SOCK (12 INCH) - PROVIDE, INSTALL & MAINTAIN | 200.0 | LF | | \$ - |
| 21055 | INLET PROTECTION, TYPE D HYBRID - COMPLETE | 2.0 | EACH | | \$ - |
| 21061 | EROSION MATTING, CLASS I, URBAN TYPE A | 815.0 | SY | | \$ - |
| 21072 | EROSION MATTING, CLASS II, TYPE B | 41.0 | SY | | \$ - |
| 21083 | EROSION MATTING, CLASS III, TYPE C | 218.0 | SY | | \$ - |
| 50511 | PRECAST BOX CULVERT INSTALLATION | 1.0 | LS | | \$ - |
| 90001 | DEWATERING | 1.0 | LS | | \$ - |
| 90002 | STORM CONTROL | 1.0 | LS | | \$ - |
| GRAND TOTAL | | | | | \$0.00 |

SECTION F: BID BOND

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

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

DOOR CREEK CULVERT CONTRACT NO. 6871

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

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

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

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

Seal

Principal

Date

By:

Name of Surety

By:

Date

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

Date

Agent

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION G: AGREEMENT

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

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

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

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

DOOR CREEK CULVERT CONTRACT NO. 6871

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.

MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 22, 2011

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

PREVAILING WAGE RATE DETERMINATION

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

DETERMINATION NUMBER: 201100105

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

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

PROJECT LOCATION: MADISON CITY, DANE COUNTY, WI

CONTRACTING AGENCY: CITY OF MADISON-ENGINEERING

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

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 27.66 | 0.00 | 27.66 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 24.68 | 1.09 | 25.77 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.44 | 0.00 | 25.44 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 17.41 | 9.80 | 27.21 |

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 31.32 | 10.83 | 42.15 |
| 203 | Three or More Axle | 17.75 | 15.58 | 33.33 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 31.89 | 17.96 | 49.85 |
| 205 | Pavement Marking Vehicle | 20.85 | 11.02 | 31.87 |
| 207 | Truck Mechanic | 17.75 | 15.58 | 33.33 |

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 301 | General Laborer Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender | 24.69 | 12.90 | 37.59 |
| 302 | Asbestos Abatement Worker | 16.00 | 4.81 | 20.81 |
| 303 | Landscaper | 13.00 | 0.00 | 13.00 |
| 310 | Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011 | 19.94 | 11.65 | 31.59 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 15.00 | 3.59 | 18.59 |
| 314 | Railroad Track Laborer | 22.81 | 13.42 | 36.23 |

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

Fringe Benefits Must Be Paid On All Hours Worked

| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
|-------------|--|---|---|--------------------|
| 501 | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). | 30.89 | 17.85 | 48.74 |
| 502 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 32.42 | 17.96 | 50.38 |
| 503 | Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 31.89 | 17.96 | 49.85 |
| 504 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 35.05 | 18.08 | 53.13 |
| 505 | Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate. | 37.45 | 19.45 | 56.90 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|--|---|---------------------------------|-------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
| | | \$ | \$ | \$ |
| 506 | Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 33.35 | 19.33 | 52.68 |
| 507 | Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. | 32.20 | 18.69 | 50.89 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|--|---|---------------------------------|-------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
| | | \$ | \$ | \$ |
| 508 | Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. On Sunday & holidays, pay two times the hourly basic rate. | 34.62 | 17.96 | 52.58 |
| 509 | Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). | 34.88 | 9.78 | 44.66 |
| 510 | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). | 33.28 | 9.70 | 42.98 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| 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). Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 31.89 | 17.96 | 49.85 |
| 512 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 29.82 | 17.96 | 47.78 |
| 513 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. | 23.98 | 6.72 | 30.70 |
| 514 | Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). | 34.89 | 19.68 | 54.57 |
| 515 | Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011. | 29.27 | 16.85 | 46.12 |
| 516 | Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11. | 24.39 | 15.45 | 39.84 |

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

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

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 31.32 | 10.83 | 42.15 |
| 203 | Three or More Axle | 17.75 | 14.95 | 32.70 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 31.89 | 17.96 | 49.85 |
| 205 | Pavement Marking Vehicle | 20.85 | 11.02 | 31.87 |
| 207 | Truck Mechanic | 17.75 | 14.95 | 32.70 |

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 301 | General Laborer Future Increase(s): Add \$1.45/hr on 6/6/2011. Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air. | 25.83 | 12.89 | 38.72 |
| 303 | Landscaper | 13.00 | 0.00 | 13.00 |
| 304 | Flagperson or Traffic Control Person | 21.40 | 12.40 | 33.80 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 12.50 | 0.00 | 12.50 |
| 314 | Railroad Track Laborer | 22.81 | 13.42 | 36.23 |

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 524 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 31.89 | 17.96 | 49.85 |
| 525 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects. | 29.41 | 17.75 | 47.16 |
| 526 | Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects. | 29.41 | 17.75 | 47.16 |
| 527 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 35.05 | 18.08 | 53.13 |
| 528 | Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. | 35.05 | 18.08 | 53.13 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|--|---|--|--------------------------------------|---------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
| | | \$ | \$ | \$ |
| 529 | Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. | 32.20 | 18.69 | 50.89 |
| 530 | Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. | 32.20 | 18.69 | 50.89 |

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|---|
| AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION |
|---|

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

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

| | | | | |
|-----|---|-------|------|-------|
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 26.75 | 6.22 | 32.97 |
|-----|---|-------|------|-------|

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---------------------------------------|-------------------------------------|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 201 | Single Axle or Two Axle | 21.00 | 14.51 | 35.51 |
| 203 | Three or More Axle | 23.99 | 14.62 | 38.61 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 25.62 | 18.10 | 43.72 |
| 205 | Pavement Marking Vehicle | 20.06 | 13.67 | 33.73 |
| 206 | Shadow or Pilot Vehicle | 21.00 | 14.51 | 35.51 |
| 207 | Truck Mechanic | 23.99 | 14.62 | 38.61 |

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---------------------------------------|-------------------------------------|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 301 | General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 26.15 | 12.90 | 39.05 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---------------------------------|-------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 302 | Asbestos Abatement Worker | 16.00 | 4.81 | 20.81 |
| 303 | Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 26.15 | 12.90 | 39.05 |
| 304 | Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 22.50 | 12.90 | 35.40 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 15.00 | 3.59 | 18.59 |
| 314 | Railroad Track Laborer | 22.81 | 13.42 | 36.23 |

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

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 532 | <p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p> | 32.57 | 18.10 | 50.67 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---------------------------------------|-------------------------------------|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 534 | Belling, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 31.81 | 18.10 | 49.91 |
| 535 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 31.52 | 18.10 | 49.62 |
| 536 | Fiber Optic Cable Equipment. | 22.79 | 15.30 | 38.09 |
| 537 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 35.05 | 18.08 | 53.13 |
| 538 | Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. | 35.05 | 18.08 | 53.13 |

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| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 539 | Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. | 32.20 | 18.69 | 50.89 |
| 540 | Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY. | 32.20 | 18.69 | 50.89 |

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

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

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TRUCK DRIVERS

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

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 301 | General Laborer | 22.14 | 12.07 | 34.21 |
| 303 | Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 26.15 | 12.90 | 39.05 |
| 304 | Flagperson or Traffic Control Person | 21.40 | 11.76 | 33.16 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 15.00 | 3.59 | 18.59 |
| 314 | Railroad Track Laborer | 22.81 | 13.42 | 36.23 |

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

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

Determination No. 201100105

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 543 | Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. | 32.32 | 16.75 | 49.07 |
| 544 | Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. | 28.57 | 16.48 | 45.05 |
| 545 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. | 29.97 | 16.72 | 46.69 |
| 546 | Fiber Optic Cable Equipment. | 22.79 | 15.30 | 38.09 |
| 547 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 35.05 | 18.08 | 53.13 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|--|---|--|--|---------------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 548 | Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. | 35.05 | 18.08 | 53.13 |
| 549 | Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. | 32.20 | 18.69 | 50.89 |
| 550 | Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. | 32.20 | 18.69 | 50.89 |

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|--|---|--|--|---------------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 551 | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. | 31.97 | 17.35 | 49.32 |
| 552 | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. | 30.42 | 17.05 | 47.47 |

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

Fringe Benefits Must Be Paid On All Hours Worked

| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
|-------------|------------------------------|---|---|--------------------|
| 556 | Fiber Optic Cable Equipment. | 22.79 | 15.30 | 38.09 |

Determination No. 201100105

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 125 | Pavement Marking Operator | 25.65 | 13.10 | 38.75 |
| 129 | Plasterer | 18.00 | 4.00 | 22.00 |
| 130 | Plumber | 35.78 | 9.16 | 44.94 |
| 132 | Refrigeration Mechanic | 21.00 | 7.48 | 28.48 |
| 133 | Rofer or Waterproofer | 16.00 | 0.47 | 16.47 |
| 134 | Sheet Metal Worker | 21.03 | 3.40 | 24.43 |
| 135 | Steamfitter Future Increase(s): Add \$.90/hr on 2/1/11; Add \$.90/hr on 6/1/11; Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12. | 39.00 | 15.76 | 54.76 |
| 137 | Teledata Technician or Installer | 8.00 | 0.00 | 8.00 |
| 138 | Temperature Control Installer | 17.00 | 0.00 | 17.00 |
| 139 | Terrazzo Finisher | 29.40 | 14.31 | 43.71 |
| 140 | Terrazzo Mechanic | 29.40 | 14.31 | 43.71 |
| 141 | Tile Finisher | 25.00 | 1.00 | 26.00 |
| 142 | Tile Setter | 19.00 | 0.00 | 19.00 |
| 143 | Tuckpointer, Caulker or Cleaner | 32.50 | 2.44 | 34.94 |
| 146 | Well Driller or Pump Installer | 20.00 | 5.50 | 25.50 |
| 147 | Siding Installer | 17.00 | 1.85 | 18.85 |

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|----------------------------|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 28.15 | 4.20 | 32.35 |
| 203 | Three or More Axle | 18.50 | 7.64 | 26.14 |
| 205 | Pavement Marking Vehicle | 20.85 | 11.02 | 31.87 |
| 207 | Truck Mechanic | 15.00 | 15.00 | 30.00 |

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|--|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
| | | \$ | \$ | \$ |
| 301 | General Laborer | 18.52 | 4.93 | 23.45 |
| 302 | Asbestos Abatement Worker | 17.00 | 7.07 | 24.07 |
| 303 | Landscaper | 25.05 | 4.01 | 29.06 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 15.00 | 3.59 | 18.59 |

HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

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

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:

**DOOR CREEK CULVERT
CONTRACT NO. 6871**

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

Signed and sealed this _____ day of _____,

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

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

Date

Agent