

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

**2012**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**OLBRICH DRAINAGE DITCH STABILIZATION**

**CONTRACT NO. 6469**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

**PLEASE RETURN PLANS AND SPECIFICATIONS TO:**

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

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

**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

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This Proposal, and Agreement have  
been prepared by:

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



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

## SECTION A: ADVERTISEMENT FOR BIDS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

<b>CONTRACT NO.</b>	<b>PROJECT NAME:</b>
6469	OLBRICH DRAINAGE DITCH STABILIZATION
<b>SBE GOAL</b>	20%

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

#### PREQUALIFICATIONS

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2013** must submit their application on or before 1:00 p.m., **OCTOBER 5, 2012**, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm).

#### PRE-BID MEETING

Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements on **SEPTEMBER 28, 2012** at 1:00 PM at 1600 Emil Street, Madison Wisconsin.

#### OTHER REQUIREMENTS

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

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

Deadline for the Submittal of Bid is **OCTOBER 5, 2012** by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on **OCTOBER 12, 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 9/21/12 & 9/28/12

## SECTION B: INSTRUCTIONS TO BIDDERS

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

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

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

### Section 102.1: Pre-Qualification of Bidders

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

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

In accordance with Section 39.02(9)(a)1. 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 type="checkbox"/> Sanitary, Storm Sewer & Water Main Const.      |
| 215 <input type="checkbox"/> Concrete Paving  | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work                | 285 <input type="checkbox"/> Sewer Lining                                   |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work                         | 290 <input type="checkbox"/> Sewer Pipe Bursting                            |
| 225 <input type="checkbox"/> Dredging   | 295 <input type="checkbox"/> Soil Borings                                   |
| 230 <input type="checkbox"/> Fencing  | 300 <input type="checkbox"/> Soil Nailing                                   |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation                         | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc.   |
| 240 <input checked="" 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

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## **2.3 Certification of SBE by City of Madison**

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

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

## **2.4 Small Business Enterprise Compliance Report**

### **2.4.1 Good Faith Efforts**

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

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

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

#### 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

### 2.5 Appeal Procedure

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

### 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

**Small Business Enterprise Compliance Report**

**Cover Sheet**

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

Prime Bidder Information:

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

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

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

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

Prime Bidder Certification:

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

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

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

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

**SBE Information:**

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

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

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

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

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

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

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

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

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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

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

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

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### OLBRICH DRAINAGE DITCH STABILIZATION CONTRACT NO. 6469

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 102.3 EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)**

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

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

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

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

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

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

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

## **ARTICLE 104      SCOPE OF WORK**

This project involves repair and armoring of the Starkweather-Olbrich Greenway for Walter St to Starkweather Creek in wet conditions (i.e. no dewatering). Approximately 1100' of greenway shall be regraded and armored with riprap and breaker run. Grading is expected to be minimal along the banks of the existing bank, it is the intent of this project to not remove existing shoulder from the existing bike path. Material will be removed from the channel bottom to provide space for proposed riprap. Nearly all the trees (save those associated with the Olbrich Botanical Gardens Thai Pavilion) are to be removed as part of this project.

This project will also involve the widening and repaving of the existing bike path from Walter St to Starkweather Creek. The bike path will start at the Starkweather creek bridge and extend to the Walter St bike ramp. The bike path is widening from 8' to 10'. This portion of the project will start in the spring after the completion of the greenway grading portion of the project, when asphalt plants open. The greenway grading will need to be completed before fish spawning per DNR requirement.

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

### **SECTION 105.1:      AUTHORITY OF THE ENGINEER**

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

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

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

decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

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

**SECTION 105.13 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 107.7 MAINTENANCE OF TRAFFIC**

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

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings).

The Capital City Trail may be closed to through traffic within the project limits for the duration of both phases of the project, but open between phases. Contractor shall remove detour signage after the completion of the ditch stabilization phase of the project, and reinstall signage before beginning of the paving phase of the project. The Contractor shall be paid one (1) Traffic Control bid item for this work. Contractor is responsible to set up and maintain detour according to the provided Bike Path Detour for the duration of the project. Signs may be placed on Type II barricades.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

**SECTION 107.8 NOTIFICATION WHEN CLOSING STREET**

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

**SECTION 107.9 NOTIFICATION WHEN OPENING STREET**

Upon completion of final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the permanent pavement markings and signs have been installed by the City. The City shall notify the Contractor when the final pavement markings and signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

### **SECTION 107.13 TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Section 107.13 of the Standard Specifications for tree protection. Sections are applicable except as provided below.

It is expected that nearly all trees within the construction limits of this project will be removed; however, City Forestry or City Engineer shall have the authority to call for specific trees that are in good health to remain.

With regard to Section 107.13(f), pruning to accommodate construction equipment invading the tree crown shall be done by the Contractor, under supervision by the Forestry representative. All pruning shall be done according to ANSI A300 tree pruning specifications.

### **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. WI-DNR Chapter 30 Permit (for work in public waters)
2. WI-DNR WRAPP (Water Resources Application for Project Permit), formally known as a NOI (Notice of Intent)
3. City of Madison Erosion Control & Stormwater Management Permit

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 for stipulates 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. The work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, they shall be paid for as Extra

Work. Weekly inspection shall be completed by City Staff. The WRAPP permit covers trench dewatering to a maximum of 70 gallons/ minute from the project provided appropriate control measures are in place.

The City's obtaining of 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.

## **BID ITEM 10911 – MOBILIZATION**

### **BASIS OF PAYMENT**

Mobilization shall be paid as a lump sum for all phases of this project.

### **SECTION 109.2 PROSECUTION OF WORK**

The Contractor shall **BEGIN** work for this project on or before **NOVEMBER 26 , 2012**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

The Contractor shall notify the City Engineer (contact the Construction Engineer at 266-9091) a minimum of 48 hours prior to desired start date. The Engineer shall schedule a pre-construction meeting prior to the start of construction. All work associated with the channel stabilization, i.e. grading, riprap installation, and restoration, shall be completed by **MARCH 1 , 2012**. Agreed fixed liquidated damages shall be \$670.00 per day for failure to complete channel construction by March 1, 2012.

The Contractor shall resume construction activities for the paving phase of the project within 14 days of asphalt plants opening or before **MAY 1 , 2012**, whichever comes first. The time of completion for this phase of the project shall be **TEN (10) WORKING DAYS**. Agreed fixed liquidated damages shall be \$670.00 per day for failure to complete paving operations within ten (10) working days.

The time of completion will be computed in accordance with Section 109.7 of Specification starting with the date work actually begins. The Contractor shall limit workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

Winter placement of topsoil and ECRM required for final stabilization will require unfrozen topsoil for placement. Contractor shall plan for this and shall provide cold weather protection of stockpiles as needed. No separate payment shall be made for providing unfrozen soil.

If suspension of work is required and allowed, the Contractor shall have methods in place to safely pass storm water runoff through the site, with minimal erosion and minimal damage to work already completed, prior to shut down for the winter. Clear stone berms, temporary sediment basins, and use of polymer on channel banks are all to be considered by the Contractor. If shutdown is requested an erosion control plan for shut down shall be submitted to the Construction Engineer for approval as part of the shut down request. The Contractor shall be paid for one (1) mobilization for this job.

## **ARTICLE 201 EXCAVATION CUT**

No bulking/ expansion or shrink factors were used when determining earthworks quantities for this project. Excavation and fill quantities are as follows:

Excavation (estimated plan quantity):	900 C.Y.
Fill (estimated plan quantity):	490 C.Y.

No deductions have been made to above quantities for topsoil. In cut sections, if over excavation is required to place adequate topsoil thickness, over excavation shall be considered to be incidental to Bid Item #20221 – Topsoil.

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

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

Excavation Cut within the limits shown on the plans and cross sections will be paid for based on the “plan quantity” as shown in the Contract without measurement thereof, plus actual undercut quantities measured in the field. The plan quantity was computed by average end area based on the sections.

Fill material shall be considered incidental to excavation cut. Reuse of excavation material for fill is acceptable.

Attached to these special provisions are the available soil borings in the project area.

## **BID ITEM 20401 AND 20403 – CLEARING AND GRUBBING**

### **MEASUREMENT**

Clearing and Grubbing will not be measured in the field. The “Plan Quantity” shown for these items in the Proposal was calculated using the diameters of the trees provided by the Arborist’s survey completed in 2009 (Attached to these Special Provisions). It shall be considered sufficiently accurate for the work shown on the plans. If additional trees, beyond those shown on the plan for removal are removed at the direction of the Construction Engineer, those additional trees will be measured for payment in accordance with the Standard Specifications. Final payment quantity will be the sum of the Plan Quantity and the measured quantity for additional trees not indicated on the plan for removal minus quantity for trees not removed by City Forestry Decision.

### **PAYMENT**

This work, measured as provided above, will be paid for at the contract unit price per Inch Diameter for Clearing and for Grubbing, which shall be considered full compensation for removal of the indicated trees within the roadway area and as directed by the Engineer as provided herein and in the Standard Specifications for this work.

**ARTICLE 501 SEWER AND SEWER STRUCTURES GENERAL**

**STORM SEWER GENERAL**

The designer of this project is Max Conway (261-9127).





Construction • Geotechnical  
Consulting Engineering/Testing

January 31, 2011  
C10041-57

Ms. Lisa Coleman, P.E.  
City of Madison  
City Engineering Division  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703

Re: Geotechnical Exploration Report  
Olbrich Greenway  
Madison, Wisconsin

Dear Ms. Coleman:

Construction Geotechnical Consultants, Inc. (CGC) has completed the subsurface exploration for proposed bank improvements along a ditch extending east from Starkweather Creek to just west of Walter Street. We understand the ditch may have been created during the installation of a sanitary sewer line (directly underlying the ditch) which reportedly occurred in 1948. The purposes of this exploration were to identify a soil profile along the north side of the ditch as well as to obtain sediment cores from three locations in the ditch bed to analyze for specific contaminants. Additional details regarding proposed construction are unknown at this time.

#### **SUBSURFACE PROGRAM & OBSERVATIONS**

The subsurface conditions in the area of proposed construction were explored by drilling two Standard Penetration Test (SPT) borings to 15 and 20 ft below the ground surface. Both borings (B4 and B5) were drilled along the north side of the ditch just south of the Capitol City Trail at locations determined by City personnel. The borings were staked in the field by CGC personnel prior to drilling and are indicated on a boring location map provided to us (copy attached in Appendix A). The borings were performed by Soil Essentials (under subcontract to CGC) on January 10, 2010 using an all-terrain mounted Geoprobe 7822DT rotary drill rig equipped with hollow-stem augers. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).



Ms. Lisa Coleman, P.E.  
City of Madison  
January 31, 2011  
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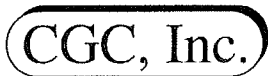
During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made in each boring during and shortly after drilling, which are shown on the bottom of each boring log. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements and the soil samples delivered to our laboratory for visual classification (with laboratory testing not desired by the City). In addition, three sediment cores extending two feet below the ditch bed were obtained at locations selected by the City. These core locations are identified as B1, B2 and B3. The ditch bed samples were obtained in order to analyze the sediment cores for specific contaminants (requested by the City), as well as to determine moisture content and grain size distribution. Specific details regarding the analytical testing analyses are included in Appendix B. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

#### **SITE CONDITIONS**

The subsurface profile revealed by the SPT borings varies somewhat between the two boring locations. At B4 (performed within the western half of the north ditch bank); 2.5 ft of sandy fill containing topsoil and traces of glass was encountered atop 1.5 ft of black silt considered to be possible buried topsoil. The silt was underlain by 11.5 ft of granular soils which extended to the full boring depth. At B5 (performed within the eastern half of the north ditch bank); 1.5 feet of sandy fill was encountered over 4.5 ft of cohesive soils. The clays were underlain by 15 ft of granular soils which extended to the full boring depth. Note the top 3.5 ft of sands at B5 were considered to be clayey. Sediment cores B1-B3 consisted of granular soils. In addition, multiple attempts were made to recover a core at B3 due to highly variable ice thickness, water depth and bottom composition.

Groundwater was encountered during and shortly after drilling between 5.5 and 9.5 ft below ground surface in B4 and B5. Groundwater levels can be expected to fluctuate with seasonal variations in precipitation, infiltration, evapotranspiration and the level of Starkweather Creek, as well as other factors. A more detailed description of the site soil and groundwater conditions is presented on the boring logs attached in Appendix A, including three grain size distribution reports.

\*\*\*\*\*

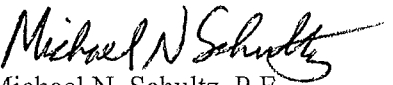


Ms. Lisa Coleman, P.E.  
City of Madison  
January 31, 2011  
Page 3

It has been a pleasure to serve you on this project. If you have any questions or need additional consultation, please contact us. Note that additional information regarding the conclusions and recommendations presented in this report is discussed in Appendix C.

Sincerely,

CGC, INC.

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

- Encl.: Appendix A - Soil Boring Location Map  
          Logs of Test Borings (5)  
          Particle Size Distribution Test Reports (3)  
          Log of Test Boring-General Notes  
          Unified Soil Classification System  
Appendix B - Analytical Results  
Appendix C - Document Qualifications

**APPENDIX A**

**SOIL BORING LOCATION MAP  
LOGS OF TEST BORINGS (5)  
PARTICLE SIZE DISTRIBUTION TEST REPORTS (3)  
LOG OF TEST BORING - GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**





# LOG OF TEST BORING

Project Olbrich Greenway  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C10041-57  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL
					ICE (7.5")						
					WATER						
					Gray-Brown Fine to Medium SAND, Trace Silt and Clay (SP)		30.5				
					End Boring at 3.5 ft						
					5						
					10						

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
While Drilling <input checked="" type="checkbox"/>	Time After Drilling _____	Depth to Water _____	Depth to Cave in _____	Upon Completion of Drilling _____	Start <u>12/29/10</u>	End <u>12/29/10</u>
					Driller <u>ESF</u> Chief _____ Rig _____	
					Logger <u>ESF</u> Editor <u>ESF</u>	
					Drill Method <u>Piston Sampler</u>	
					<b>Pre-Washed with TSP Decon Solution</b>	

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



### LOG OF TEST BORING

Project ..... **Olbrich Greenway** .....

Location ..... **Madison, Wisconsin** .....

Boring No. .... **2** .....

Surface Elevation (ft) .....

Job No. .... **C10041-57** .....

Sheet ..... **1** of **1** .....

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					ICE (6.0")					
					WATER					
					Gray-Brown Fine to Medium SAND, Trace Silt, Clay and Gravel (SP)		24.7			
					End Boring at 4.0 ft					
					5					
					10					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> _____ Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <b>12/29/10</b> End <b>12/29/10</b> Driller <b>ESF</b> Chief _____ Rig _____ Logger <b>ESF</b> Editor <b>ESF</b> Drill Method <b>Piston Sampler</b> <b>Pre-Washed with TSP Decon Solution</b>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	







## LOG OF TEST BORING

Project Olbrich Greenway  
 Location Madison, Wisconsin

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C10041-57  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
1		3	D	2	0-2	FILL: Brown Silty Fine Sand with Gravel and Topsoil, Traces of Glass					
					2-6	Black SILT (ML/OL) (Possible Buried Topsoil)					
2		6	M	6	6-11	Loose to Medium Dense, Tan Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
3		13	W	11	11-12						
4		17	W	12	12-15						
5		17	W	4	15-15.7	Loose to Very Loose, Gray-Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
End Boring at 15 ft											
Borehole backfilled with bentonite chips											

WATER LEVEL OBSERVATIONS				GENERAL NOTES			
While Drilling	<u>5.5'</u>	Upon Completion of Drilling	_____	Start	<u>1/10/11</u>	End	<u>1/10/11</u>
Time After Drilling	_____		<u>1 hr</u>	Driller	<u>SE</u>	Chief	<u>DAP</u> Rig <u>7822DT</u>
Depth to Water	_____		<u>5.7'</u>	Logger	<u>ESF</u>	Editor	<u>ESF</u>
Depth to Cave in	_____		_____	Drill Method	<u>2 1/4 HSA</u>		

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



# LOG OF TEST BORING

Project Olbrich Greenway  
 Location Madison, Wisconsin

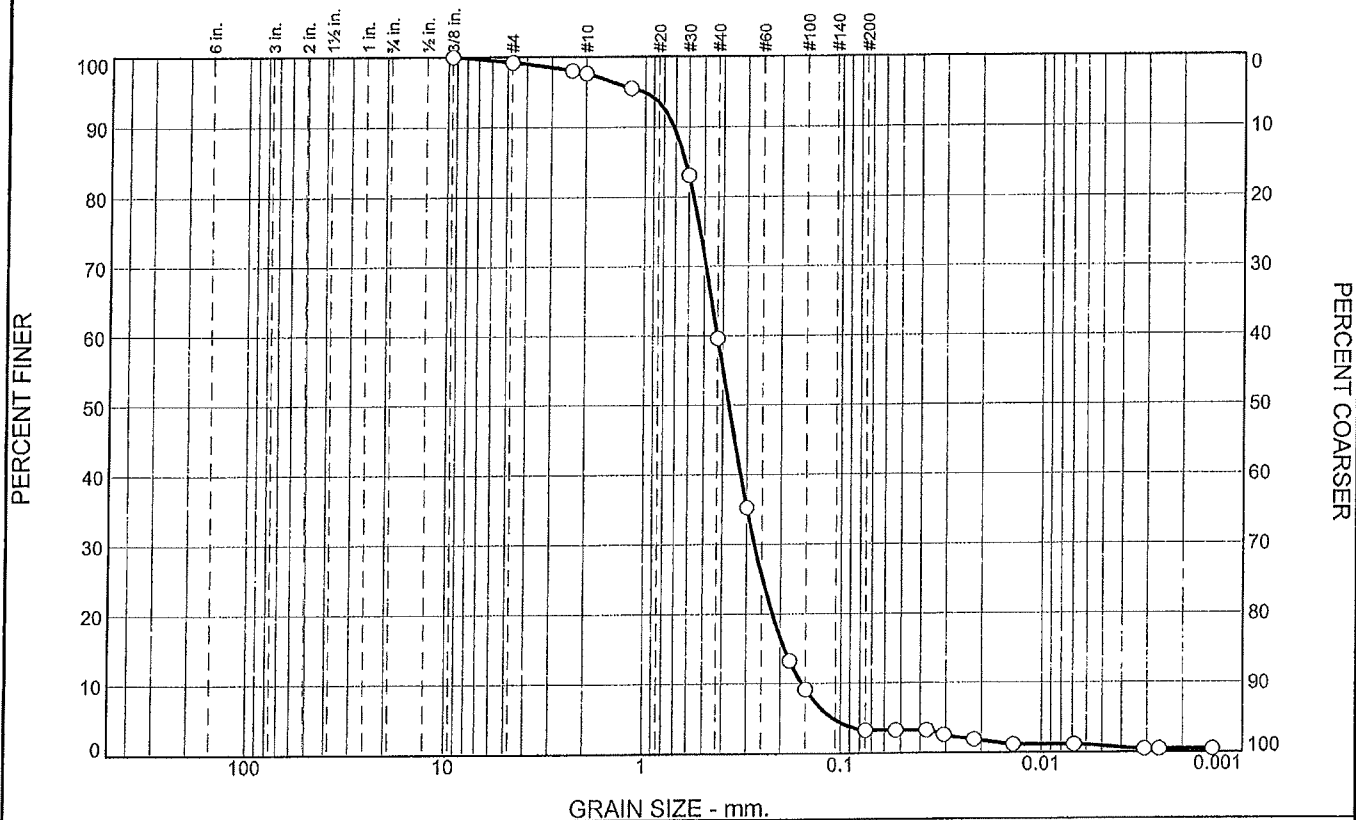
Boring No. 5  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C10041-57  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES									
No.	TYPE E	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI				
					0	FILL: Brown Silty Fine Sand									
1		15	M	6	0	Stiff to Very Stiff, Brown Sandy Lean CLAY (CL)					(2.2)				
2		14	M	2	2	Very Loose, Brown Clayey Fine SAND (SC)					(1.2)				
3		16	M	3	5	Very Loose, Brown Clayey Fine SAND (SC)									
4		15	W	2	7	Very Loose, Gray-Brown Silty Fine to Medium SAND to Sandy Silt (SM/ML)									
					10	Loose to Very Loose, Brown Fine SAND, Trace Silt and Gravel (SP)									
5		15	W	5	15										
6		18	W	5	20										
End Boring at 20 ft															
Borehole backfilled with bentonite chips															
					25										

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇ 9.5'	Upon Completion of Drilling			Start	1/10/11	End	1/10/11	
Time After Drilling					Driller	SE	Chief	DAP	Rig 7822DT
Depth to Water					Logger	ESF	Editor	ESF	
Depth to Cave in					Drill Method	2 1/4" HSA			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									

# Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel			% Sand		% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.8	1.6	38.0	56.3	2.4	0.9

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	99.2		
#8	98.0		
#10	97.6		
#16	95.5		
#30	83.1		
#40	59.6		
#50	35.3		
#80	13.3		
#100	9.2		
#200	3.3		

**Material Description**

Gray Brown Fine to Medium Sand, Trace Silt and Clay

**Atterberg Limits**

PL=                      LL=                      PI=

**Coefficients**

D<sub>90</sub>= 0.7159      D<sub>85</sub>= 0.6245      D<sub>60</sub>= 0.4273  
D<sub>50</sub>= 0.3734      D<sub>30</sub>= 0.2734      D<sub>15</sub>= 0.1909  
D<sub>10</sub>= 0.1565      C<sub>u</sub>= 2.73              C<sub>c</sub>= 1.12

**Classification**

USCS= SP                      AASHTO=

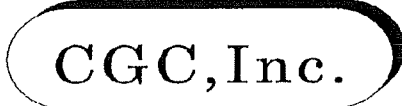
**Remarks**

Natural Moisture = 30.5%

\* (no specification provided)

Sample Number: B-1

Date: 1/6/11



Client: City of Madison  
Project: Olbrich Greenway

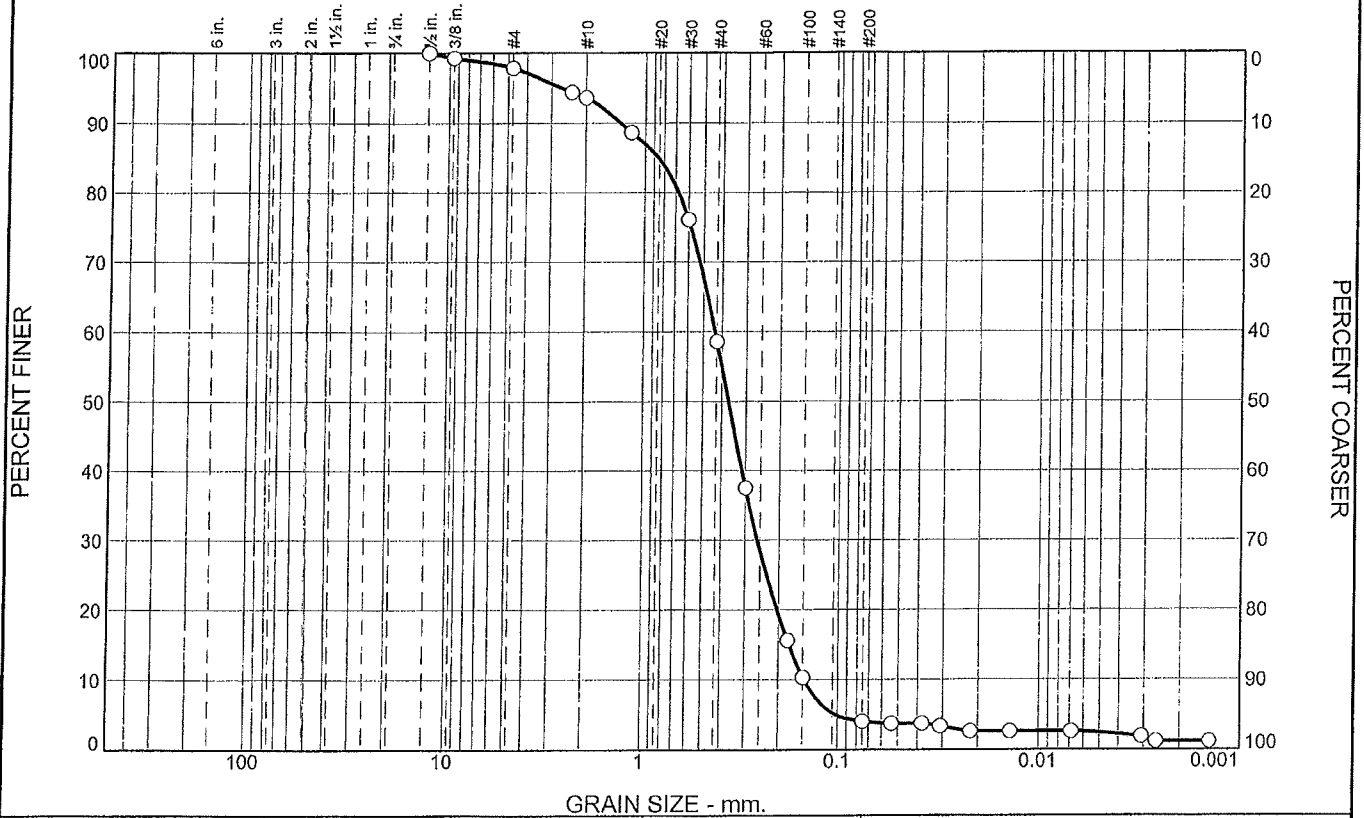
Project No: C10041-57

Figure

Tested By: KJS

Checked By: DAS

# Particle Size Distribution Report





**CGC, Inc.**

**LOG OF TEST BORING**  
**General Notes**

**Descriptive Soil Classification**

GRAIN SIZE TERMINOLOGY

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

Plasticity characteristics differentiate between silt and clay.

GENERAL TERMINOLOGY

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

RELATIVE DENSITY

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

RELATIVE PROPORTIONS OF OF COHESIONLESS SOILS

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

CONSISTENCY

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

ORGANIC CONTENT BY COMBUSTION METHOD

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

PLASTICITY

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

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

**SYMBOLS**

DRILLING AND SAMPLING

CS--Continuous Sampling  
RC--Rock Coring: Size AW, BW, NW, 2"W  
RQD--Rock Quality Designator  
RB--Rock Bit  
FT--Fish Tail  
DC--Drove Casing  
C--Casing: Size 2 1/2", NW, 4", HW  
CW--Clear Water  
DM--Drilling Mud  
HSA--Hollow Stem Auger  
FA--Flight Auger  
HA--Hand Auger  
COA--Clean-Out Auger  
SS--2" Diameter Split-Barrel Sample  
2ST--2" Diameter Thin-Walled Tube Sample  
3ST--3" Diameter Thin-Walled Tube Sample  
PT--3" Diameter Piston Tube Sample  
AS--Auger Sample  
WS--Wash Sample  
PTS--Peat Sample  
PS--Pitcher Sample  
NR--No Recovery  
S--Sounding  
PMT--Borehole Pressuremeter Test  
VS--Vane Shear Test  
WPT--Water Pressure Test

LABORATORY TESTS

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

WATER LEVEL MEASUREMENT

▽ --Water Level at time shown  
NW--No Water Encountered  
WD--While Drilling  
BCR--Before Casing Removal  
ACR--After Casing Removal  
CW--Caved and Wet  
CM--Caved and Moist

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

# UNIFIED SOIL CLASSIFICATION SYSTEM

## COARSE-GRAINED SOILS

(More than half of material is larger than No. 200 sieve size.)

**GRAVELS**  
More than half of coarse fraction larger than No. 4 sieve size

- Clean Gravels (Little or no fines)**
- GW** Well-graded gravels, gravel-sand mixtures, little or no fines
  - GP** Poorly graded gravels, gravel-sand mixtures, little or no fines
- Gravels with Fines (Appreciable amount of fines)**
- GM<sub>u</sub><sup>d</sup>** Silty gravels, gravel-sand-silt mixtures
  - GC** Clayey gravels, gravel-sand-clay mixtures

**SANDS**  
More than half of coarse fraction smaller than No. 4 sieve size

- Clean Sands (Little or no fines)**
- SW** Well-graded sands, gravelly sands, little or no fines
  - SP** Poorly graded sands, gravelly sands, little or no fines
- Sands with Fines (Appreciable amount of fines)**
- SM<sub>u</sub><sup>d</sup>** Silty sands, sand-silt mixtures
  - SC** Clayey sands, sand-clay mixtures

## FINE-GRAINED SOILS

(More than half of material is smaller than No. 200 sieve.)

**SILTS AND CLAYS**  
Liquid limit less than 50%

- ML** Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
- CL** Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
- OL** Organic silts and organic silty clays of low plasticity

**SILTS AND CLAYS**  
Liquid limit greater than 50%

- MH** Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
- CH** Inorganic clays of high plasticity, fat clays
- OH** Organic clays of medium to high plasticity, organic silts

**HIGHLY ORGANIC SOILS**

- PT** Peat and other highly organic soils

## LABORATORY CLASSIFICATION CRITERIA

**GW**  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$  between 1 and 3

**GP** Not meeting all gradation requirements for GW

**GM** Atterberg limits below "A" line or P.I. less than 4

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

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

**SW**  $C_u = \frac{D_{60}}{D_{10}}$  greater than 6;  $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$  between 1 and 3

**SP** Not meeting all gradation requirements for SW

**SM** Atterberg limits below "A" line or P.I. less than 4

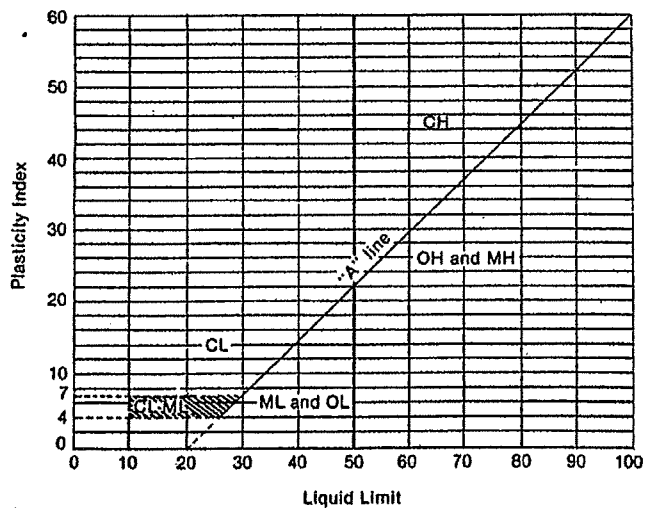
**SC** Atterberg limits above "A" line with P.I. greater than 7

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

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

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

## PLASTICITY CHART



For classification of fine-grained soils and fine fraction of coarse-grained soils.

Atterberg Limits plotting in hatched area are borderline classifications requiring use of dual symbols.

Equation of A-line:  $PI = 0.73 (LL - 20)$

**APPENDIX B**

**ANALYTICAL RESULTS**



# SIEMENS

January 18, 2011

IverTech LLC  
2880 Jonathan Circle  
Madison, WI 53711

Attn: Dennis Iverson

REPORT NO.: 1101009

PROJECT NO.: C7499 Olbrich Greenway

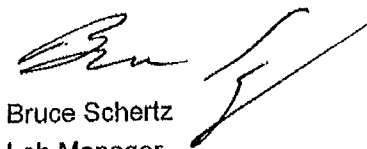
Please find enclosed the analytical report, including the Sample Summary, Sample Narrative and Chain of Custody for your sample set received January 4, 2011.

All analyses were performed in accordance with NELAC Standards using approved methods as indicated on this report.

If you have any questions about the results, please call. Thank you for using Siemens Water Technologies for your analytical needs.

Sincerely,

Siemens Water Technologies



Bruce Schertz  
Lab Manager  
Enviroscan Analytical™ Services

*I certify that the data contained in this report has been generated and reviewed in accordance with the Siemens Water Technologies Quality Assurance Program. Exceptions, if any, are discussed in the sample narrative. Samples will be retained for 30 days from the date of this report, then disposed in an appropriate manner. Siemens Water Technologies Corp. reserves the right to return samples identified as hazardous. Release of this Final Report is authorized as verified by the following signature. The contents of this report apply to the sample(s) analyzed. No duplication of this report is allowed except in its entirety.*

Reviewed by:



**Certifications:**

Wisconsin 737053130  
Minnesota 055-999-302  
Illinois 100317



Siemens Water Technologies Corp.

301 West Military Road  
Rothschild, WI 54474

Tel: 800-338-7226  
Fax: 715-355-3221  
[www.siemens.com/enviroscan](http://www.siemens.com/enviroscan)

# SIEMENS

## SAMPLE SUMMARY

<u>Lab Id</u>	<u>Client</u>	<u>Sample Id</u>	<u>Date/Time</u>	<u>Matrix</u>
1101009-01	B1		12/29/10 14:00	Solid
1101009-02	S2		12/29/10 14:30	Solid
1101009-03	S3		12/29/10 15:00	Solid

# SIEMENS

IverTech LLC  
2880 Jonathan Circle  
Madison, WI 53711

PROJECT NO. : C7499 Olbrich Greenway  
REPORT NO. : 1101009  
DATE REC'D 01/04/11 11:20  
REPORT DATE : 01/18/11 12:47  
PREPARED BY : BMS

Attn: Dennis Iverson

Sample ID: B1 Matrix: Solid Sample Date/Time: 12/29/10 14:00 Lab No. : 1101009-01

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution Factor</u>	<u>Qualifiers</u>	<u>Date Analyzed</u>	<u>Analyst</u>
<b><u>EPA 1311</u></b>								
Prep Method: EPA 1311 - TCLP Extraction	By: SMM					Date Prepared:	01/04/11	
Fluid Used	Fluid 1				1		01/05/11	SMM
Initial pH	7.56	pH Units			1		01/05/11	SMM
pH of Extract	5.42	pH Units			1		01/05/11	SMM
<b><u>EPA 3050B</u></b>								
ICP Solid Metal Prep	Completed	N/A			1		01/06/11	DJB
<b><u>EPA 6010B - TCLP</u></b>								
TCLP Lead	0.104	mg/L	0.032	0.106	2	J	01/11/11	DJB
<b><u>EPA 6010B - Total</u></b>								
Total Arsenic	1.10	mg/kg dry	0.412	2.06	1	J	01/13/11	DJB
Total Barium	15.5	mg/kg dry	0.123	0.412	1		01/13/11	DJB
Total Cadmium	0.249	mg/kg dry	0.0700	2.06	1	J	01/13/11	DJB
Total Chromium	4.10	mg/kg dry	0.0658	2.06	1		01/13/11	DJB
Total Iron	2960	mg/kg dry	0.412	4.12	1		01/13/11	DJB
Total Lead	7.20	mg/kg dry	0.659	2.18	1		01/13/11	DJB
Total Manganese	74.8	mg/kg dry	0.0823	2.06	1		01/13/11	DJB
Total Selenium	ND	mg/kg dry	0.740	2.47	1		01/13/11	DJB
Total Silver	ND	mg/kg dry	0.247	1.03	1		01/13/11	DJB
<b><u>EPA 7471A - Total</u></b>								
Total Mercury	0.018	mg/kg dry	0.015	0.050	0.862	J	01/07/11	JCH
<b><u>EPA 8310</u></b>								
Prep Method: Method 3550B Ultrasonic Extraction	By: JEG					Date Prepared:	01/11/11	
1-Methylnaphthalene	ND	mg/kg dry	0.0915	0.297	20		01/17/11	LMP
2-Methylnaphthalene	ND	mg/kg dry	0.101	0.346	20		01/17/11	LMP
Acenaphthene	ND	mg/kg dry	0.116	0.396	20		01/17/11	LMP
Acenaphthylene	ND	mg/kg dry	0.163	0.544	20		01/17/11	LMP
Anthracene	ND	mg/kg dry	0.0791	0.265	20		01/17/11	LMP
Benzo(a)anthracene	0.649	mg/kg dry	0.101	0.346	20		01/17/11	LMP
Benzo(a)pyrene	0.685	mg/kg dry	0.0569	0.190	20		01/17/11	LMP
Benzo(b)fluoranthene	0.592	mg/kg dry	0.0519	0.173	20		01/17/11	LMP
Benzo(g,h,i)perylene	0.339	mg/kg dry	0.0989	0.321	20		01/17/11	LMP

# SIEMENS

IverTech LLC  
 2880 Jonathan Circle  
 Madison, WI 53711

PROJECT NO. : C7499 Olbrich Greenway  
 REPORT NO. : 1101009  
 DATE REC'D 01/04/11 11:20  
 REPORT DATE : 01/18/11 12:47  
 PREPARED BY : BMS

Attn: Dennis Iverson

Sample ID: B1                      Matrix: Solid                      Sample Date/Time: 12/29/10 14:00                      Lab No.: 1101009-01

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution</u> <u>Factor</u>	<u>Qualifiers</u>	<u>Date</u> <u>Analyzed</u>	<u>Analyst</u>
<b><u>EPA 8310 Continued</u></b>								
<i>Prep Method: Method 3550B Ultrasonic Extraction</i>			<i>By: JEG</i>			<i>Date Prepared: 01/11/11</i>		
Benzo(k)fluoranthene	0.221	mg/kg dry	0.0717	0.240	20	J	01/17/11	LMP
Chrysene	0.867	mg/kg dry	0.0569	0.190	20		01/17/11	LMP
Dibenzo(a,h)anthracene	ND	mg/kg dry	0.0667	0.222	20		01/17/11	LMP
Fluoranthene	1.99	mg/kg dry	0.0643	0.215	20		01/17/11	LMP
Fluorene	0.136	mg/kg dry	0.0816	0.272	20	J	01/17/11	LMP
Indeno(1,2,3-cd)pyrene	0.345	mg/kg dry	0.0544	0.180	20		01/17/11	LMP
Naphthalene	ND	mg/kg dry	0.114	0.371	20		01/17/11	LMP
Phenanthrene	1.29	mg/kg dry	0.101	0.331	20		01/17/11	LMP
Pyrene	0.861	mg/kg dry	0.0697	0.232	20		01/17/11	LMP

# SIEMENS

IverTech LLC  
2880 Jonathan Circle  
Madison, WI 53711

PROJECT NO. : C7499 Olbrich Greenway  
REPORT NO. : 1101009  
DATE REC'D 01/04/11 11:20  
REPORT DATE : 01/18/11 12:47  
PREPARED BY : BMS

Attn: Dennis Iverson

Sample ID: S2	Matrix: Solid	Sample Date/Time: 12/29/10 14:30	Lab No. : 1101009-02				Date	
	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution Factor</u>	<u>Qualifiers</u>	<u>Analyzed</u>	<u>Analyst</u>
<b><u>EPA 1311</u></b>								
<i>Prep Method: EPA 1311 - TCLP Extraction</i>	<i>By: SMM</i>					<i>Date Prepared:</i>	01/04/11	
Fluid Used	Fluid 1				1		01/05/11	SMM
Initial pH	8.25	pH Units			1		01/05/11	SMM
pH of Extract	5.45	pH Units			1		01/05/11	SMM
<b><u>EPA 3050B</u></b>								
ICP Solid Metal Prep	Completed	N/A			1		01/06/11	DJB
<b><u>EPA 6010B - TCLP</u></b>								
TCLP Lead	0.046	mg/L	0.032	0.106	2	J	01/11/11	DJB
<b><u>EPA 6010B - Total</u></b>								
Total Arsenic	0.947	mg/kg dry	0.409	2.05	1	J	01/13/11	DJB
Total Barium	15.9	mg/kg dry	0.123	0.409	1		01/13/11	DJB
Total Cadmium	ND	mg/kg dry	0.0695	2.05	1		01/13/11	DJB
Total Chromium	3.88	mg/kg dry	0.0654	2.05	1		01/13/11	DJB
Total Iron	3360	mg/kg dry	0.409	4.09	1		01/13/11	DJB
Total Lead	13.6	mg/kg dry	0.655	2.16	1		01/13/11	DJB
Total Manganese	88.9	mg/kg dry	0.0818	2.05	1		01/13/11	DJB
Total Selenium	0.760	mg/kg dry	0.736	2.45	1	J	01/13/11	DJB
Total Silver	ND	mg/kg dry	0.245	1.02	1		01/13/11	DJB
<b><u>EPA 7471A - Total</u></b>								
Total Mercury	0.022	mg/kg dry	0.015	0.050	0.862	J	01/07/11	JCH
<b><u>EPA 8310</u></b>								
<i>Prep Method: Method 3550B Ultrasonic Extraction</i>	<i>By: JEG</i>					<i>Date Prepared:</i>	01/11/11	
1-Methylnaphthalene	ND	mg/kg dry	0.0909	0.295	20		01/17/11	LMP
2-Methylnaphthalene	ND	mg/kg dry	0.101	0.344	20		01/17/11	LMP
Acenaphthene	ND	mg/kg dry	0.115	0.393	20		01/17/11	LMP
Acenaphthylene	ND	mg/kg dry	0.162	0.541	20		01/17/11	LMP
Anthracene	0.146	mg/kg dry	0.0786	0.263	20	J	01/17/11	LMP
Benzo(a)anthracene	0.760	mg/kg dry	0.101	0.344	20		01/17/11	LMP
Benzo(a)pyrene	0.703	mg/kg dry	0.0565	0.189	20		01/17/11	LMP
Benzo(b)fluoranthene	0.588	mg/kg dry	0.0516	0.172	20		01/17/11	LMP
Benzo(g,h,i)perylene	0.329	mg/kg dry	0.0983	0.319	20		01/17/11	LMP

# SIEMENS

IverTech LLC  
 2880 Jonathan Circle  
 Madison, WI 53711

PROJECT NO. : C7499 Olbrich Greenway  
 REPORT NO. : 1101009  
 DATE REC'D 01/04/11 11:20  
 REPORT DATE : 01/18/11 12:47  
 PREPARED BY : BMS

Attn: Dennis Iverson

Sample ID: S2                      Matrix: Solid                      Sample Date/Time: 12/29/10 14:30                      Lab No. : 1101009-02

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution Factor</u>	<u>Qualifiers</u>	<u>Date Analyzed</u>	<u>Analyst</u>
<b>EPA 8310 Continued</b>								
<i>Prep Method: Method 3550B Ultrasonic Extraction</i>			<i>By: JEG</i>			<i>Date Prepared: 01/11/11</i>		
Benzo(k)fluoranthene	0.215	mg/kg dry	0.0713	0.238	20	J	01/17/11	LMP
Chrysene	0.917	mg/kg dry	0.0585	0.189	20		01/17/11	LMP
Dibenzo(a,h)anthracene	ND	mg/kg dry	0.0663	0.221	20		01/17/11	LMP
Fluoranthene	2.14	mg/kg dry	0.0639	0.214	20		01/17/11	LMP
Fluorene	0.160	mg/kg dry	0.0811	0.270	20	J	01/17/11	LMP
Indeno(1,2,3-cd)pyrene	0.319	mg/kg dry	0.0541	0.179	20		01/17/11	LMP
Naphthalene	ND	mg/kg dry	0.113	0.369	20		01/17/11	LMP
Phenanthrene	1.28	mg/kg dry	0.101	0.329	20		01/17/11	LMP
Pyrene	0.939	mg/kg dry	0.0693	0.231	20		01/17/11	LMP

# SIEMENS

IverTech LLC  
2880 Jonathan Circle  
Madison, WI 53711

PROJECT NO. : C7499 Olbrich Greenway  
REPORT NO. : 1101009  
DATE REC'D 01/04/11 11:20  
REPORT DATE : 01/18/11 12:47  
PREPARED BY : BMS

Attn: Dennis Iverson

Sample ID: S3 Matrix: Solid Sample Date/Time: 12/29/10 15:00 Lab No. : 1101009-03

	Results	Units	LOD	LOQ	Dilution Factor	Qualifiers	Date Analyzed	Analyst
<b>EPA 1311</b>								
Prep Method: EPA 1311 - TCLP Extraction	By: SMM		Date Prepared: 01/04/11					
Fluid Used	Fluid 1				1		01/05/11	SMM
Initial pH	8.53	pH Units			1		01/05/11	SMM
pH of Extract	5.39	pH Units			1		01/05/11	SMM
<b>EPA 3050B</b>								
ICP Solid Metal Prep	Completed	N/A			1		01/06/11	DJB
<b>EPA 6010B - TCLP</b>								
TCLP Lead	0.126	mg/L	0.032	0.106	2		01/11/11	DJB
<b>EPA 6010B - Total</b>								
Total Arsenic	0.856	mg/kg dry	0.415	2.08	1	J	01/13/11	DJB
Total Barium	17.2	mg/kg dry	0.125	0.415	1		01/13/11	DJB
Total Cadmium	0.174	mg/kg dry	0.0706	2.08	1	J	01/13/11	DJB
Total Chromium	5.45	mg/kg dry	0.0663	2.08	1		01/13/11	DJB
Total Iron	4600	mg/kg dry	0.415	4.15	1		01/13/11	DJB
Total Lead	6.74	mg/kg dry	0.665	2.19	1		01/13/11	DJB
Total Manganese	90.3	mg/kg dry	0.0830	2.08	1		01/13/11	DJB
Total Selenium	0.794	mg/kg dry	0.747	2.49	1	J	01/13/11	DJB
Total Silver	ND	mg/kg dry	0.249	1.04	1		01/13/11	DJB
<b>EPA 7471A - Total</b>								
Total Mercury	ND	mg/kg dry	0.014	0.047	0.806		01/07/11	JCH
<b>EPA 8310</b>								
Prep Method: Method 3550B Ultrasonic Extraction	By: JEG		Date Prepared: 01/11/11					
1-Methylnaphthalene	ND	mg/kg dry	0.0231	0.0748	5		01/17/11	LMP
2-Methylnaphthalene	ND	mg/kg dry	0.0256	0.0873	5		01/17/11	LMP
Acenaphthene	ND	mg/kg dry	0.0293	0.0998	5		01/17/11	LMP
Acenaphthylene	ND	mg/kg dry	0.0411	0.137	5		01/17/11	LMP
Anthracene	ND	mg/kg dry	0.0200	0.0667	5		01/17/11	LMP
Benzo(a)anthracene	0.167	mg/kg dry	0.0256	0.0873	5		01/17/11	LMP
Benzo(a)pyrene	0.203	mg/kg dry	0.0143	0.0480	5		01/17/11	LMP
Benzo(b)fluoranthene	0.163	mg/kg dry	0.0131	0.0436	5		01/17/11	LMP
Benzo(g,h,i)perylene	0.0927	mg/kg dry	0.0249	0.0810	5		01/17/11	LMP

# SIEMENS

IverTech LLC  
 2880 Jonathan Circle  
 Madison, WI 53711

PROJECT NO. : C7499 Olbrich Greenway  
 REPORT NO. : 1101009  
 DATE REC'D 01/04/11 11:20  
 REPORT DATE : 01/18/11 12:47  
 PREPARED BY : BMS

Attn: Dennis Iverson

Sample ID: S3                      Matrix: Solid                      Sample Date/Time: 12/29/10 15:00                      Lab No. : 1101009-03

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution</u> <u>Factor</u>	<u>Qualifiers</u>	<u>Date</u> <u>Analyzed</u>	<u>Analyst</u>
<u>EPA 8310 Continued</u>								
<i>Prep Method: Method 3550B Ultrasonic Extraction</i>			<i>By: JEG</i>			<i>Date Prepared: 01/11/11</i>		
Benzo(k)fluoranthene	0.0486	mg/kg dry	0.0181	0.0605	5	J	01/17/11	LMP
Chrysene	0.283	mg/kg dry	0.0143	0.0480	5		01/17/11	LMP
Dibenzo(a,h)anthracene	ND	mg/kg dry	0.0168	0.0561	5		01/17/11	LMP
Fluoranthene	0.640	mg/kg dry	0.0162	0.0542	5		01/17/11	LMP
Fluorene	0.0587	mg/kg dry	0.0208	0.0686	5	J	01/17/11	LMP
Indeno(1,2,3-cd)pyrene	0.0958	mg/kg dry	0.0137	0.0455	5		01/17/11	LMP
Naphthalene	ND	mg/kg dry	0.0287	0.0935	6		01/17/11	LMP
Phenanthrene	0.361	mg/kg dry	0.0256	0.0835	5		01/17/11	LMP
Pyrene	0.298	mg/kg dry	0.0176	0.0585	5		01/17/11	LMP



# SIEMENS

## Qualifier Descriptions

J	Estimated concentration below laboratory quantitation level.
FL1	Fluid 1
COMP	Completed

## Definitions

LOD = Limit of Detection (Dilution Corrected)  
LOQ = Limit of Quantitation (Dilution Corrected)  
Reporting Limit = LOQ (Dilution Corrected)  
ND = Not Detected  
COMP = Complete  
SUBCON = Subcontracted analysis  
mv = millivolts  
pci/L = picocuries per Liter  
mL/L = milliliters per Liter  
mg = milligram

When the word "dry" follows the units on the result page the sample results are dry weight corrected.

LODs and LOQs are dry weight corrected for all soils except WI GRO, EPA 8021 and WI DNR/EPA 8260B methanol and WI DNR methylene chloride preserved soils being reported to the State of Wisconsin.

ug/l = Micrograms per Liter = parts per billion (ppb)  
ug/kg = Micrograms per kilogram = parts per billion (ppb)  
mg/l = Milligrams per liter = parts per million (ppm)  
mg/kg = Milligrams per kilogram = parts per million (ppm)  
NOT PRES = Not Present  
ppth = Parts per thousand  
\* = Result outside established limits.  
mg/m<sup>3</sup> = Milligrams per meter cubed  
ng/L = Nanograms per Liter = Parts per trillion (ppt)  
> = Greater Than

State of Wisconsin Methanol Soils for WI GRO, WI DNR/EPA 8260B and EPA 8021 are reported to the LOQ.



# TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

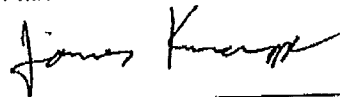
## ANALYTICAL REPORT

TestAmerica Laboratories, Inc.  
TestAmerica Chicago  
2417 Bond Street  
University Park, IL 60484  
Tel: (708)534-5200

TestAmerica Job ID: 500-30186-1  
Client Project/Site: Subcontract Lab Services

For:  
Siemens Water Technologies Corp  
301 West Military Road  
Rothschild, Wisconsin 54474

Attn: Michael Riedel



Authorized for release by:  
1/10/2011 12:21 PM

Jim Knapp  
Customer Service Manager  
jim.knapp@testamericainc.com

### LINKS

Review your project  
results through  
**Total Access**

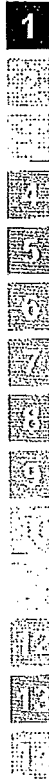
Have a Question?

 **Ask  
The  
Expert**

Visit us at:  
[www.testamericainc.com](http://www.testamericainc.com)

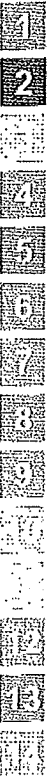
*Results relate only to the items tested and the sample(s) as received by the laboratory. The test results in this report meet all NELAC requirements for accredited parameters, exceptions are noted in this report. Pursuant to NELAC, this report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.*

*This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.*



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## Qualifier Definition/Glossary

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

### Qualifiers

#### General Chemistry

Qualifier	Qualifier Description
F	RPD of the MS and MSD exceeds the control limits

### Glossary

Glossary	Glossary Description
⊗	Listed under the "D" column to designate that the result is reported on a dry weight basis.



**Case Narrative**

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

---

**Job ID: 500-30186-1**

---

**Laboratory: TestAmerica Chicago**

**Narrative**

**Job Narrative**  
500-30186-1

**Comments**

No additional comments.

**Receipt**

All samples were received in good condition within temperature requirements.

**Metals**

No analytical or quality issues were noted.

**General Chemistry**

No analytical or quality issues were noted.



### Detection Summary

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
 Project/Site: Subcontract Lab Services

**Client Sample ID: 1101009-01** **Lab Sample ID: 500-30186-1**

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
TOC Dup	1400		120	23	mg/Kg	1		Lloyd Kahn	Total/NA

**Client Sample ID: 1101009-02** **Lab Sample ID: 500-30186-2**

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
TOC Dup	800		120	23	mg/Kg	1		Lloyd Kahn	Total/NA

**Client Sample ID: 1101009-03** **Lab Sample ID: 500-30186-3**

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
TOC Dup	2600		120	23	mg/Kg	1		Lloyd Kahn	Total/NA



### Analytical Data

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

TestAmerica Job ID: 500-30186-1

Client Sample ID: 1101009-01

Lab Sample ID: 500-30186-1

Date Collected: 12/29/10 14:00

Matrix: Solid

Date Received: 01/05/11 09:40

General Chemistry									
Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	DII Fac
TOC Dup	1400		120	23	mg/Kg			01/07/11 13:09	1





# Analytical Data

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

Client Sample ID: 1101009-02

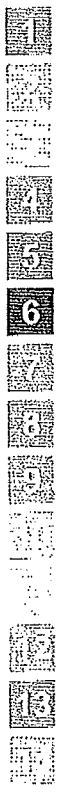
Lab Sample ID: 500-30186-2

Date Collected: 12/29/10 14:30

Matrix: Solid

Date Received: 01/05/11 09:40

General Chemistry									
Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
TOC Dup	800		120	23	mg/Kg			01/07/11 13:21	1



### Analytical Data

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

TestAmerica Job ID: 500-30186-1

Client Sample ID: 1101009-03

Lab Sample ID: 500-30186-3

Date Collected: 12/29/10 15:00

Matrix: Solid

Date Received: 01/05/11 09:40

General Chemistry Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
TOC Dup	2600		120	23	mg/Kg			01/07/11 13:30	1



### Quality Control Data

Client: Siemens Water Technologies Corp  
 Project/Site: Subcontract Lab Services

TestAmerica Job ID: 500-30186-1

#### Method: Lloyd Kahn - Organic Carbon, Total (TOC)

Lab Sample ID: MB 500-103135/2  
 Matrix: Solid  
 Analysis Batch: 103135

Client Sample ID: MB 500-103135/2  
 Prep Type: Total/NA

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
TOC Result 1	ND		120	23	mg/Kg			01/07/11 11:37	1
TOC Result 2	ND		120	23	mg/Kg			01/07/11 11:37	1
TOC Dup	ND		120	23	mg/Kg				

Lab Sample ID: LCS 500-103135/3  
 Matrix: Solid  
 Analysis Batch: 103135

Client Sample ID: LCS 500-103135/3  
 Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	% Rec	% Rec Limits
TOC Dup	4110	5380		mg/Kg		131	33 - 167

Lab Sample ID: 500-30186-3 MS  
 Matrix: Solid  
 Analysis Batch: 103135

Client Sample ID: 1101009-03  
 Prep Type: Total/NA

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	% Rec	% Rec Limits
TOC Result 1	2700		12000	15200		mg/Kg		104	75 - 125
TOC Result 2	2500		12000	15200		mg/Kg		106	75 - 125
TOC Dup	2600		12000	15200		mg/Kg		105	75 - 125

Lab Sample ID: 500-30186-3 MSD  
 Matrix: Solid  
 Analysis Batch: 103135

Client Sample ID: 1101009-03  
 Prep Type: Total/NA

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	% Rec	% Rec Limits	RPD	RPD Limit
TOC Result 1	2700		6250	8570		mg/Kg		94	75 - 125	56	30
TOC Result 2	2500		6250	8570		mg/Kg		97	75 - 125	56	30
TOC Dup	2600		6250	8570	F	mg/Kg		95	75 - 125	56	30

# QC Association Summary

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

## General Chemistry

### Analysis Batch: 102995

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
500-30186-1	1101009-01	Total/NA	Solid	Moisture	
500-30186-1 DU	1101009-01	Total/NA	Solid	Moisture	
500-30186-2	1101009-02	Total/NA	Solid	Moisture	
500-30186-3	1101009-03	Total/NA	Solid	Moisture	

### Analysis Batch: 103135

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
500-30186-1	1101009-01	Total/NA	Solid	Lloyd Kahn	
500-30186-2	1101009-02	Total/NA	Solid	Lloyd Kahn	
500-30186-3	1101009-03	Total/NA	Solid	Lloyd Kahn	
500-30186-3 MS	1101009-03	Total/NA	Solid	Lloyd Kahn	
500-30186-3 MSD	1101009-03	Total/NA	Solid	Lloyd Kahn	
MB 500-103135/2	MB 500-103135/2	Total/NA	Solid	Lloyd Kahn	
LCS 500-103135/3	LCS 500-103135/3	Total/NA	Solid	Lloyd Kahn	



## Lab Chronicle

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
 Project/Site: Subcontract Lab Services

**Client Sample ID: 1101009-01**

**Lab Sample ID: 500-30186-1**  
Matrix: Solid

Date Collected: 12/29/10 14:00

Date Received: 01/05/11 09:40

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared Or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1	102995	01/05/11 13:29	DAJ	TestAmerica Chicago
Total/NA	Analysis	Lloyd Kahn		1	103135	01/07/11 13:09	KD	TestAmerica Chicago

**Client Sample ID: 1101009-02**

**Lab Sample ID: 500-30186-2**  
Matrix: Solid

Date Collected: 12/29/10 14:30

Date Received: 01/05/11 09:40

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared Or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1	102995	01/05/11 13:29	DAJ	TestAmerica Chicago
Total/NA	Analysis	Lloyd Kahn		1	103135	01/07/11 13:21	KD	TestAmerica Chicago

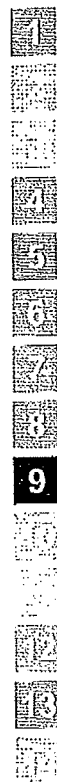
**Client Sample ID: 1101009-03**

**Lab Sample ID: 500-30186-3**  
Matrix: Solid

Date Collected: 12/29/10 15:00

Date Received: 01/05/11 09:40

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared Or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1	102995	01/05/11 13:29	DAJ	TestAmerica Chicago
Total/NA	Analysis	Lloyd Kahn		1	103135	01/07/11 13:30	KD	TestAmerica Chicago



9

## Certification Summary

Client: Siemens Water Technologies Corp  
 Project/Site: Subcontract Lab Services

TestAmerica Job ID: 500-30186-1

Laboratory	Authority	Program	EPA Region	Certification ID	Expiration Date
TestAmerica Chicago		USDA		P330-09-00027	02/03/12
TestAmerica Chicago	ACLASS	DoD ELAP	0	ADE-1429	01/06/12
TestAmerica Chicago	ACLASS	ISO/IEC 17025	0	AT-1428	01/06/12
TestAmerica Chicago	Alabama	State Program	4	40461	04/30/11
TestAmerica Chicago	California	NELAC Secondary AB	9	01132CA	04/30/11
TestAmerica Chicago	Florida	State Program	4	E871072	06/30/11
TestAmerica Chicago	Georgia	Georgia EPD	4	N/A	04/30/11
TestAmerica Chicago	Georgia	State Program	4	939	01/31/11
TestAmerica Chicago	Hawaii	State Program	9	N/A	04/30/11
TestAmerica Chicago	Illinois	NELAC Primary AB	5	100201	04/30/11
TestAmerica Chicago	Indiana	State Program	5	C-IL-02	04/30/11
TestAmerica Chicago	Iowa	State Program	7	82	05/01/12
TestAmerica Chicago	Kansas	NELAC Secondary AB	7	E-10161	10/31/11
TestAmerica Chicago	Kentucky	Kentucky UST	4	66	05/13/11
TestAmerica Chicago	Kentucky	State Program	4	90023	12/31/10
TestAmerica Chicago	Louisiana	NELAC Secondary AB	6	30720	06/30/11
TestAmerica Chicago	Massachusetts	State Program	1	M-IL035	06/30/11
TestAmerica Chicago	Mississippi	State Program	4	N/A	04/30/11
TestAmerica Chicago	North Carolina	State Program	4	291	12/31/11
TestAmerica Chicago	Oklahoma	State Program	6	8908	08/31/11
TestAmerica Chicago	South Carolina	State Program	4	77001	04/30/11
TestAmerica Chicago	Texas	NELAC Secondary AB	6	T104704262-09-TX	02/28/11
TestAmerica Chicago	Wisconsin	State Program	5	999560010	08/31/11
TestAmerica Chicago	Wyoming	State Program	8	8TMS-Q	04/30/11

Accreditation may not be offered or required for all methods and analytes reported in this package. Please contact your project manager for the laboratory's current list of certified methods and analytes.

## Method Summary

TestAmerica Job ID: 500-30186-1

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

Method	Method Description	Protocol	Laboratory
Lloyd Kehn	Organic Carbon, Total (TOC)	NJDEP	TAL CHI
Moisture	Percent Moisture	EPA	TAL CHI

**Protocol References:**

EPA = US Environmental Protection Agency

NJDEP = New Jersey Department of Environmental Protection

**Laboratory References:**

TAL CHI = TestAmerica Chicago, 2417 Bond Street, University Park, IL 60484, TEL. (708)534-5200

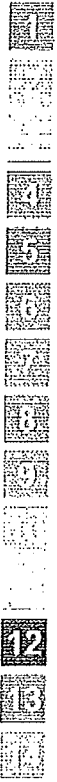


# Sample Summary

Client: Siemens Water Technologies Corp  
Project/Site: Subcontract Lab Services

TestAmerica Job ID: 500-30186-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
500-30186-1	1101009-01	Solid	12/29/10 14:00	01/05/11 09:40
500-30186-2	1101009-02	Solid	12/29/10 14:30	01/05/11 09:40
500-30186-3	1101009-03	Solid	12/29/10 15:00	01/05/11 09:40





**SUBCONTRACT ORDER**  
**Siemens Water Technologies Corp.**  
**1101009**

500-30186

**SENDING LABORATORY:**

Siemens Water Technologies Corp.  
 301 West Military Road  
 Rothschild, WI 54474  
 Phone: 715-359-7226  
 Fax: 715-355-3221  
 Project Manager: Mariah Peronto Email: mariah.peronto@siemens.com  
 PO #: Mariah Peronto

**RECEIVING LABORATORY:**

TestAmerica - Chicago (formerly STI-Chicago)  
 2417 Bond Street  
 University Park, IL 60466  
 Phone : (708) 534-5200  
 Fax: (708) 534-5211

State: U.S. Special Analyte List Attached: ---

Analysis	Due	Expires	Sample ID	Comments
1 Sample ID: 1101009-01	Solid	Sampled:12/29/10 14:00	B1	
TOC Sub (S)	01/18/11 15:00	12/29/10 14:00		
Containers Supplied: 15_4oz Jar (C)				
2 Sample ID: 1101009-02	Solid	Sampled:12/29/10 14:30	S2	
TOC Sub (S)	01/18/11 15:00	12/29/10 14:30		
Containers Supplied: 15_4oz Jar (C)				
3 Sample ID: 1101009-03	Solid	Sampled:12/29/10 15:00	S3	
TOC Sub (S)	01/18/11 15:00	12/29/10 15:00		
Containers Supplied: 15_4oz Jar (C)				

Released By: <i>[Signature]</i>	Date: <u>1-4-11</u>	Time: <u>1430</u>	Temperature: <u>7-10°C</u>
Received By: <i>[Signature]</i>	Date: <u>1/5/11</u>	Time: <u>0940</u>	Temperature: <u>1.0 C</u> Received On Ice: <input checked="" type="checkbox"/> YES / NO / NA
Received Comments:			

Please confirm receipt of samples and analysis being tested by email to Mariah Peronto  
 mariah.peronto@siemens.com

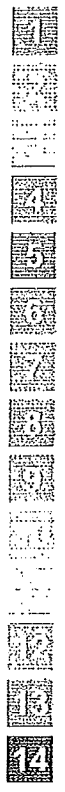
## Login Sample Receipt Check List

Client: Siemens Water Technologies Corp

Job Number: 500-30186-1

Login Number: 30186  
 Creator: Kelsey, Shawn M  
 List Number: 1

List Source: TestAmerica Chicago



Question	T / F / NA	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time.	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	N/A	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	

# ENVIRONMENTAL MONITORING AND TECHNOLOGIES, INC.



8100 North Austin • Morton Grove, IL 60053-3203  
847.967.6666 • 800.246.0663 • fax: 847.967.6735 • www.emt.com

January 10, 2011

Mariah Peronto  
Siemens Water Technologies Corp.  
301 W. Military Rd  
Rothschild, WI 54474

RE: 1101009

Lab Orders:  
11010030

Dear Ms. Mariah Peronto:

Enclosed are the analytical reports for the EMT Lab Order listed. Also included with this analytical report is a copy of the chain of custody associated with these samples. If you have any questions, please contact me at 847-967-6666.

Sincerely,

*Arminta P. Priddy*

Arminta Priddy  
Project Manager

Approved by,

*Mitchell Ostrowski*

Mitchell Ostrowski  
Laboratory Director

This Report Contains 9 pages

The Contents of this report apply to the sample(s) analyzed. No duplication is allowed except in its entirety.

State of Illinois Chemical Analysis in Drinking Water Accredited Lab. No. 100256  
State of Wisconsin Wastewater and Hazardous Waste No. 999888890

environmental laboratory and testing services

| water | soil | air | product | waste |

# ENVIRONMENTAL MONITORING AND TECHNOLOGIES, INC.



8100 North Austin • Morton Grove, IL 60053-3203  
847.967.6666 • 800.246.0663 • fax: 847.967.6735 • www.emt.com

CLIENT: Siemens Water Technologies Corp.

Date: 1/10/2011

Project: 1101009

## CASE NARRATIVE

Lab Order: 11010030

Unless otherwise noted, samples were analyzed using the methods outlined in the following references:

Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, 3rd Edition

Unless otherwise noted, all method blanks, laboratory spikes, and/or matrix spikes met quality assurance objectives.

Sample results relate only to the analytes of interest tested and to the sample received at the laboratory.

All results are reported on a wet weight basis, unless otherwise noted. Dry weight adjusted results, reporting limits, method detection limits and dilution factors are indicated by the notation "dry" in the Units column. If present, a dilution factor will adjust the method detection limits and reporting limits.

The test results contained in this report meet all of the requirements of NELAC. Accreditation by the State of Illinois or Wisconsin is not an endorsement or a guarantee of the validity of data generated. For specific information regarding EMT's scope of accreditation, please contact your EMT project manager.

The Reporting Limit listed on the Report of Laboratory Analysis is EMT's reporting limit for the analyte reported. For most test methods this reporting limit is primarily based upon the lowest point in the calibration curve.

Analyst's initials of "OUT" indicate that the analyte was analyzed by a subcontracted laboratory.

### Method References:

SW=USEPA, Test Methods for Evaluating Solid Waste, SW-846.

E=USEPA Methods for the Determination of Inorganic Substances in Environmental Samples; Methods for Chemical Analysis of Water and Wastes; Methods for Organic Chemical Analysis of Municipal and Industrial Wastewater, 40 CFR Part 136, App A; methods for the Determination of Metals in Environmental Samples; Methods for the Determination of Organic Compounds in Drinking Water.

SM= APHA, Standard Methods for the Examination of Water and Wastewater.

D=ASTM, Annual Book of Standards

Batch numbers starting with a letter indicate an analytical batch while those that are exclusively numerals indicate a preparation batch.

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# ENVIRONMENTAL MONITORING AND TECHNOLOGIES, INC.



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847.967.6666 • 800.246.0663 • fax: 847.967.6735 • www.emt.com

**CLIENT:** Siemens Water Technologies Corp.

**Date:** 1/10/2011

**Project:** 1101009

## **CASE NARRATIVE**

**Lab Order:** 11010030

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Analytical Comments for METHOD PMOIST, 11010030-01A, 02A and 03A: The sample received after the holding time has expired.

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## Report of Laboratory Analysis

CLIENT: Siemens Water Technologies Corp. Client Sample ID: 1101009-01  
Lab Order: 11010030 Report Date: 1/10/2011  
Project: 1101009 Collection Date: 12/29/2010  
Lab ID: 11010030-01 Matrix: Solid

Analyses	Result	EMT Reporting Limit	Qual	Units	MDL	Date Analyzed	Batch	DF	Analyst
<b>Percent Moisture</b>									
Method: SM2540G									
Percent Moisture	20.2	0.1	H	% (Percent)	0.0160	1/6/11 10:00	R149746	1.00	VT
<b>Polychlorinated biphenyls (PCBs)</b>									
Method: SW8082 / SW3540C									
Aroclor 1016	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
Aroclor 1221	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
Aroclor 1232	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
Aroclor 1242	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
Aroclor 1248	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
Aroclor 1254	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
Aroclor 1260	< 370.	370.		µg/Kg-dry	123	1/7/11	63275	1.00	IP
PCB, Total	< 2590.	2590.		µg/Kg-dry	863	1/7/11	63275	1.00	IP
<b>Surrogates:</b>									
2,4,5,6-Tetrachloro-m-xylene	92.8	9.34-155		%REC	0	1/7/11	63275	1.00	IP
Decachlorobiphenyl	88.8	13-177		%REC	0	1/7/11	63275	1.00	IP

### Qualifiers:

B - Analyte detected in the associated Method Blank

E - Estimated

H - Holding Time Exceeded

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

J - Analyte detected below quantitation limits

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## Report of Laboratory Analysis

CLIENT: Siemens Water Technologies Corp. Client Sample ID: 1101009-02  
Lab Order: 11010030 Report Date: 1/10/2011  
Project: 1101009 Collection Date: 12/29/2010  
Lab ID: 11010030-02 Matrix: Solid

Analyses	Result	EMT Reporting Limit	Qual Units	MDL	Date Analyzed	Batch	DF	Analyst
<b>Method: SM2540G</b>								
Percent Moisture	16.2	0.1	H % (Percent)	0.0160	1/6/11 10:00	R149746	1.00	VT
<b>Method: SW8082 / SW3540C</b>								
Polychlorinated biphenyls (PCBs)	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1016	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1221	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1232	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1242	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1248	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1254	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
Aroclor 1280	< 355.	355.	µg/Kg-dry	118	1/7/11	63275	1.00	IP
PCB, Total	< 2490.	2490.	µg/Kg-dry	829	1/7/11	63275	1.00	IP
<b>Surrogates:</b>								
2,4,5,6-Tetrachloro-m-xylene	82.6	9.34-155	%REC	0	1/7/11	63275	1.00	IP
Decachlorobiphenyl	81.4	13-177	%REC	0	1/7/11	63275	1.00	IP

Qualifiers: B - Analyte detected in the associated Method Blank S - Spike Recovery outside accepted recovery limits  
E - Estimated R - RPD outside accepted recovery limits  
H - Holding Time Exceeded J - Analyte detected below quantitation limits

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## Report of Laboratory Analysis

<b>CLIENT:</b> Siemens Water Technologies Corp.	<b>Client Sample ID:</b> 1101009-03
<b>Lab Order:</b> 11010030	<b>Report Date:</b> 1/10/2011
<b>Project:</b> 1101009	<b>Collection Date:</b> 12/29/2010
<b>Lab ID:</b> 11010030-03	<b>Matrix:</b> Solid

Analyses	Result	EMT Reporting Limit	Qual Units	MDL	Date Analyzed	Batch	DF	Analyst
<b>Percent Moisture</b>								
Percent Moisture	17.9	0.1	H % (Percent)	0.0160	1/6/11 10:00	R149746	1.00	VT
<b>Method: SM2540G</b>								
<b>Polychlorinated biphenyls (PCBs)</b>								
<b>Method: SW8082 / SW3540C</b>								
Aroclor 1016	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
Aroclor 1221	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
Aroclor 1232	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
Aroclor 1242	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
Aroclor 1248	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
Aroclor 1254	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
Aroclor 1260	< 361.	361.	µg/Kg-dry	120	1/7/11	63275	1.00	IP
PCB, Total	< 2530.	2530.	µg/Kg-dry	842	1/7/11	63275	1.00	IP
<b>Surrogates:</b>								
2,4,5,6-Tetrachloro-m-xylene	130	9.34-155	%REC	0	1/7/11	63275	1.00	IP
Decachlorobiphenyl	129	13-177	%REC	0	1/7/11	63275	1.00	IP

**Qualifiers:**

B - Analyte detected in the associated Method Blank  
E - Estimated  
H - Holding Time Exceeded

S - Spike Recovery outside accepted recovery limits  
R - RPD outside accepted recovery limits  
J - Analyte detected below quantitation limits

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**DATES REPORT**  
1/10/2011

Client: Siemens Water Technologies Corp.  
Project: US Filter  
Lab Order: 11010030

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date	Batch ID
11010030-01A	1101009-01	12/29/10	Solid	Percent Moisture		1/4/11 18:30	1/6/11 10:00	R149746
				Polychlorinated biphenyls, PCBs			1/7/11	63275
11010030-02A	1101009-02			Percent Moisture		1/4/11 18:30	1/6/11 10:00	R149746
				Polychlorinated biphenyls, PCBs			1/7/11	63275
11010030-03A	1101009-03			Percent Moisture		1/4/11 18:30	1/6/11 10:00	R149746
				Polychlorinated biphenyls, PCBs			1/7/11	63275

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**SUBCONTRACT ORDER**  
**Siemens Water Technologies Corp.**  
**1101009**

*11010030*

**SENDING LABORATORY:**

Siemens Water Technologies Corp.  
 301 West Military Road  
 Rothschild, WI 54474  
 Phone: 715-359-7226  
 Fax: 715-355-3221  
 Project Manager: Mariah Peronto Email: mariah.peronto@siemens.com  
 PO #: Mariah Peronto

**RECEIVING LABORATORY:**

EMT, Inc.  
 8100 N. Austin Ave  
 Morton Grove, IL 60053  
 Phone : (847) 967-6666  
 Fax: (847) 967-6735

State: WI Special Analyte List Attached: PCB List

Analysis	Due	Expres	Sample ID	Comments
Sample ID: 1101009-01	Solid	Sampled: 12/29/10 14:00	B1	A
PCBs Sub (S) EPA 8082	01/18/11 15:00	01/12/11 14:00		
Containers Supplied: <i>4oz glass jar D</i>				
Sample ID: 1101009-02	Solid	Sampled: 12/29/10 14:30	S2	2A
PCBs Sub (S) EPA 8082	01/18/11 15:00	01/12/11 14:30		
Containers Supplied: <i>4oz glass jar D</i>				
Sample ID: 1101009-03	Solid	Sampled: 12/29/10 15:00	S3	3A
PCBs Sub (S) EPA 8082	01/18/11 15:00	01/12/11 15:00		
Containers Supplied: <i>4oz glass jar D</i>				

Released By: <i>Kevin Anderson</i>	Date: <i>1/4/11</i>	Time: <i>1430</i>	<i>initials</i>
Received By: <i>Maria Peronto</i>	Date: <i>1-5-11</i>	Time: <i>1030</i>	Temperature: <i>2</i> °C Received On Ice: <u>YES</u> / NO / NA
Received Comments:			

Please confirm receipt of samples and analysis being tested by email to Mariah Peronto [mariah.peronto@siemens.com](mailto:mariah.peronto@siemens.com)

**APPENDIX C**  
**DOCUMENT QUALIFICATIONS**

## APPENDIX C DOCUMENT QUALIFICATIONS

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### I. GENERAL RECOMMENDATIONS/LIMITATIONS

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

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

---

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

---

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

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

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

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

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

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

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

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

#### **SUBSURFACE CONDITIONS CAN CHANGE**

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

#### **MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION**

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

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

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

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

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

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

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

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

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

## **READ RESPONSIBILITY PROVISIONS CLOSELY**

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

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

## **GEOENVIRONMENTAL CONCERNS ARE NOT COVERED**

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

## **OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD**

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

## **RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE**

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

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881 Colesville Road, Suite G 106  
Silver Spring, MD 20910

**SECTION E: PROPOSAL**

**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

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.

**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

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)

**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

**Best Value Contracting**

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

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

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

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

Legend

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

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

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



**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

**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"/>	Rofer & 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: OLBRICH DRAINAGE DITCH STABILIZATION

Contract No. 6469

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
<b>ACCOUNT NO. ESTM-58270-810394-00-53W0945</b>					
10701	TRAFFIC CONTROL	1.0	LS		\$ -
10911	MOBILIZATION	1.0	LS		\$ -
20101	EXCAVATION CUT	900.0	CY		\$ -
20217	CLEAR STONE	70.0	TON		\$ -
20219	BREAKER RUN	750.0	TON		\$ -
20221	TOPSOIL	4600.0	SY		\$ -
20230	HEAVY RIPRAP	4300.0	TON		\$ -
20233	RIPRAP FILTER FABRIC, TYPE HR	5040.0	SY		\$ -
20326	REMOVE FENCE	700.0	LF		\$ -
20401	CLEARING	1694.0	ID		\$ -
20403	GRUBBING	1694.0	ID		\$ -
20701	TERRACE SEEDING (SUN MIX)	200.0	SY		\$ -
20706	TALL GRASS PRAIRIE SEEDING	4400.0	SY		\$ -
21001	EROSION CONTROL AND IMPLEMENTATION PLAN	1.0	LS		\$ -
21002	EROSION CONTROL INSPECTION	10.0	EA		\$ -
21011	CONSTRUCTION ENTRANCE	2.0	EA		\$ -
21013	STREET SWEEPING	1.0	LS		\$ -
21021	SILT FENCE - COMPLETE (UNDISTRIBUTED)	200.0	LF		\$ -
21024	SILT SOCK (12 INCH) - COMPLETE (UNDISTRIBUTED)	200.0	LF		\$ -
21052	POLYMER STABILIZATION	4600.0	SY		\$ -
21061	EROSION MATTING, CLASS I, URBAN TYPE A	4600.0	SY		\$ -

**PROPOSAL**

NAME OF BIDDER

**Contract Name: OLBRICH DRAINAGE DITCH STABILIZATION**

**Contract No. 6469**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
21083	EROSION MATTING, CLASS III, TYPE C	1160.0	SY		\$ -
90030	TURBIDITY BARRIER	50.0	LF		\$ -
<b>ACCOUNT NO. CS53-58240-810375-00-53W0945</b>					
20303	SAWCUT BITUMINOUS PAVEMENT	40.0	LF		\$ -
20322	REMOVE CONCRETE CURB & GUTTER	10.0	LF		\$ -
20323	REMOVE CONCRETE SIDEWALK & DRIVE	160.0	SF		\$ -
30201	TYPE 'A' CONCRETE CURB & GUTTER	10.0	LF		\$ -
30302	7 INCH CONCRETE SIDEWALK & DRIVE	180.0	SF		\$ -
30340	CURB RAMP DETECTABLE WARNING FIELDS	16.0	SF		\$ -
40102	CRUSHED AGGREGATE BASE COURSE GRADATION 2	190.0	TON		\$ -
40201	HMA PAVEMENT TYPE E-0.3	280.0	TON		\$ -
40301	FULL WIDTH GRIINDING	25.0	SY		\$ -
40311	PULVERIZE AND SHAPE	1240.0	SY		\$ -
<b>GRAND TOTAL</b>					<b>\$ -</b>

## SECTION F: BID BOND

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

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

### **OLBRICH DRAINAGE DITCH STABILIZATION CONTRACT NO. 6469**

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:

### OLBRICH DRAINAGE DITCH STABILIZATION CONTRACT NO. 6469

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

## Article VI

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

## Article VII

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

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

## Article VIII

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

## Article IX

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



**SECTION H: PAYMENT AND PERFORMANCE BOND**

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

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

**OLBRICH DRAINAGE DITCH STABILIZATION  
CONTRACT NO. 6469**

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal

Salary Employee       Commission

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

By \_\_\_\_\_  
Attorney-in-Fact

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

# MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 7, 2012

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

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division

## DEPARTMENTAL ORDER

ISSUE DATE: 1/13/2012

**PROJECT:**

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

**PROJECT OWNER:**

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

**REQUESTER:**

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

**ADDITIONAL CONTACT:**

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

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

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

Enclosures

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

ISSUED BY:

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

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



**PREVAILING WAGE RATE DETERMINATION**

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

**DETERMINATION NUMBER:** 201200105

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUILDING OR HEAVY CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	29.06	15.16	44.22
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.26	16.60	48.86
104	Cabinet Installer	29.06	15.16	44.22
105	Carpenter	29.06	15.16	44.22
106	Carpet Layer or Soft Floor Coverer	29.06	15.16	44.22
107	Cement Finisher	32.03	15.13	47.16
108	Drywall Taper or Finisher	26.10	13.65	39.75
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.55	18.68	51.23
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	25.50	0.26	25.76
112	Fire Sprinkler Fitter	36.39	16.75	53.14
113	Glazier	36.23	11.22	47.45
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.90	19.11	50.01
117	Lather	29.06	15.16	44.22

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

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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	31.89	14.44	46.33
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO).	37.45	19.45	56.90

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35.59	19.10	54.69
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	30.32	17.40	47.72
516	Fiber Optic Cable Equipment	22.00	7.27	29.27



**SEWER, WATER OR TUNNEL CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.43	19.31	52.74
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
111	Fence Erector	25.50	0.26	25.76
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.31	22.22	53.53
118	Line Constructor (Electrical)	35.97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
130	Plumber	36.20	15.02	51.22
135	Steamfitter	39.90	15.76	55.66
137	Teledata Technician or Installer	21.26	6.99	28.25

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

#### TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	23.00	8.64	31.64
203	Three or More Axle	21.17	9.51	30.68
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21.17	9.51	30.68

#### LABORERS

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

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
303	Landscaper	17.00	6.36	23.36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; 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. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60

522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40
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<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
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.	30.89	17.16	48.05
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/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.19	17.96	47.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

<b>AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION</b>
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Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

<b>SKILLED TRADES</b>
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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> \$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
105	Carpenter	30.23	15.16	45.39
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician	37.25	14.68	51.93
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	28.00	11.15	39.15
125	Pavement Marking Operator	26.65	14.92	41.57
126	Piledriver	29.56	15.16	44.72
133	Rofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	14.07	39.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86

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

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Fringe Benefits Must Be Paid On All Hours Worked

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

## LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	23.55	13.45	37.00



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

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

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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.22	18.90	52.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curling Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.96	18.90	51.86
535	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.67	18.90	51.57
536	Fiber Optic Cable Equipment.	22.00	7.27	29.27
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	26.80	18.52	45.32

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter	29.06	15.16	44.22
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.74	17.86	46.60
111	Fence Erector	25.50	0.26	25.76
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

#### TRUCK DRIVERS

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

#### LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	26.15	12.29	38.44
303	Landscaper	23.71	15.07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

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

Fringe Benefits Must Be Paid On <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> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s):                      Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):                      DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.22	18.90	52.12



Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jlb Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.96	52.58
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 Jlb Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62

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 &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; 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. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb &amp; Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p>	31.52	17.89	49.41
555	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
556	Fiber Optic Cable Equipment.	22.00	7.27	29.27

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
129	Plasterer	19.00	0.29	19.29
130	Plumber	30.00	10.34	40.34
132	Refrigeration Mechanic	30.96	0.00	30.96
133	Rofer or Waterproofer	29.85	1.55	31.40
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.45	4.11	26.56
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	13.36	37.32
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	23.96	12.88	36.84
146	Well Driller or Pump Installer	15.10	12.38	27.48
147	Sliding Installer	18.80	1.42	20.22

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**TRUCK DRIVERS**

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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	19.86	2.54	22.40
203	Three or More Axle	19.50	14.27	33.77
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	19.00	1.75	20.75

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**LABORERS**

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

311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
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**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	29.45	15.37	44.82
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	26.45	14.35	40.80

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