



Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/17/2013

Contract between: BADGERLAND EXCAVATING CORPORATION  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: PAUNACK PARK SHORELINE

Contract No.: 6834  
Enactment No.: RES-13-00335  
Dollar Amount: 49,435.00

File No.: 29842  
Enactment Date: 05/03/2013

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-21-13	5-21-2013
Director of Civil Rights	5/22/13	5/23/13 mel
Risk Manager	5-24-13 KRB	5-24-13 KRB
Finance Director	5-24-13	5-24-13 R
City Attorney	759   5-24-13	5-24-13 PRC
Mayor	5-24-13	5/28/13

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

Original + 2 Copies

Po # 81536834

05/17/2013 08:46:39 enamb - Sally Swenson 266-4862

Dis Rights: OK / N/A / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: See above  
AA Plan: Exempt  
Amendment / Addendum #  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt

1000 1000 1000

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**File #:** 29842    **Version:** 1    **Name:** Awarding Public Works Contract No. 6834, Paunack Park Shoreline.  
**Type:** Resolution    **Status:** Passed  
**File created:** 4/15/2013    **In control:** BOARD OF PUBLIC WORKS  
**On agenda:** 4/30/2013    **Final action:** 4/30/2013  
**Enactment date:** 5/3/2013    **Enactment #:** RES-13-00335  
**Title:** Awarding Public Works Contract No. 6834, Paunack Park Shoreline.  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Attachments:** 1. Contract 6834.pdf

[History \(3\)](#)   
 [Text](#)

3 records <a href="#">Group</a> <a href="#">Export</a>						
Date	Ver.	Action By	Action	Result	Action Details	Watch
4/30/2013	1	<u>COMMON COUNCIL</u>			Not available	Not available
4/17/2013	1	<u>BOARD OF PUBLIC WORKS</u>	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass	<a href="#">Action details</a>	Not available
4/15/2013	1	<u>Engineering Division</u>	Refer		<a href="#">Action details</a>	Not available



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

CONTRACT NO. 6834  
PAUNACK PARK SHORELINE

BADGERLAND EXCAVATING, LLC

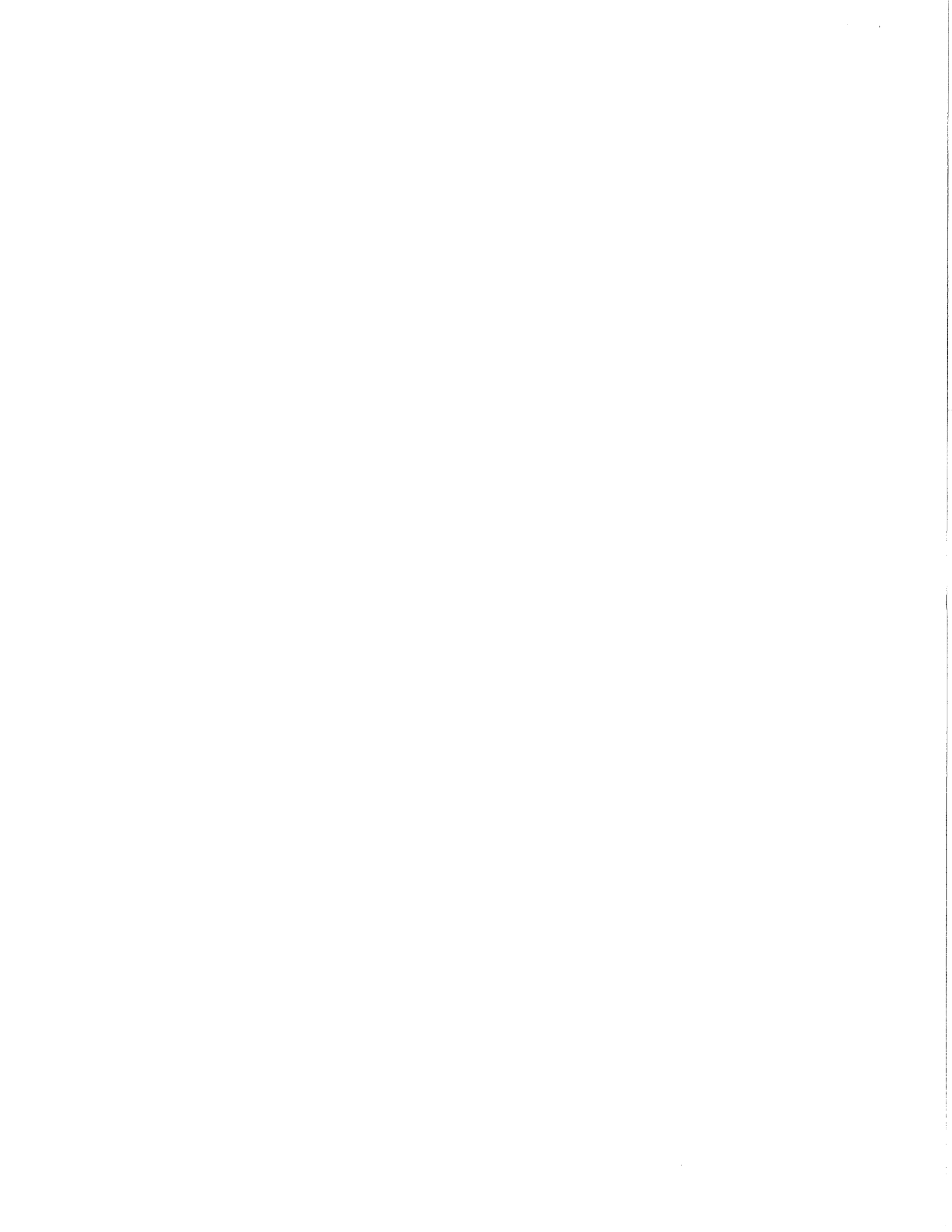
\$49,435.00

Acct. No. ESTM-58270-810388-00-53W1375  
Contingency 8%±

\$49,435.00  
3,955.00

GRAND TOTAL

\$53,390.00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>R &amp; S INSURANCE</b> 1520 Vernon Street P.O. Box 608 Stoughton WI 53589		<b>CONTACT NAME:</b> Holly Paulson <b>PHONE (A/C, No, Ext):</b> (608) 873-9258 <b>E-MAIL ADDRESS:</b> holly@rs-ins.com <b>FAX (A/C, No):</b> (608) 873-3395	
<b>INSURED</b> <b>BADGERLAND EXCAVATING LLC</b> 2972 DUNMORE ST FITCHBURG WI 53711-6940		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire & Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13021	

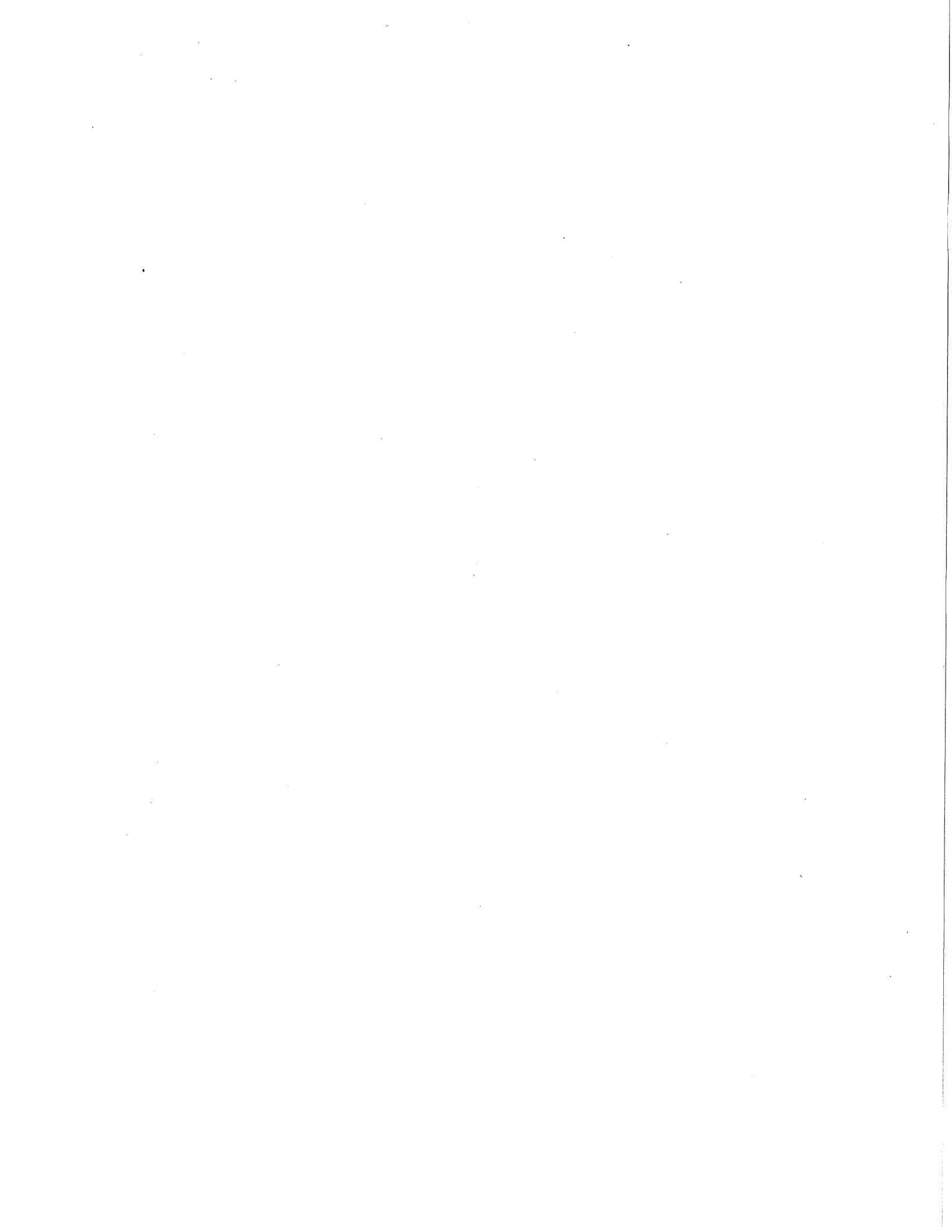
**COVERAGES** **CERTIFICATE NUMBER:** CL131902686 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		60421330	10/23/2012	10/23/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b>		60421330	10/23/2012	10/23/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	19					Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	60421330	10/23/2012	10/23/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		60421330	10/23/2012	10/23/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Madison is an additional insured on general liability when required by written and executed contract.

<b>CERTIFICATE HOLDER</b>  City of Madison Dept of Planning & Development 215 Martin Luther King Jr Blvd Madison, WI 53701-1785	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Mark Rostowfske/HOLLY





**Wisconsin Office of the Commissioner of Insurance  
Licensed Producer Search\***

Thursday, May 16, 2013

 PAULSON, HOLLY J  
DEERFIELD WI

 Year of Birth: 1964  
 Status: Active  
 License Number: 688382  
 NPN\*\*: 6465413  
 Effective Date: 06-24-1983  
 Expiration Date: 02-28-2015  
 License Type: Resident Intermediary Indv  
 CE Compliance: 02-28-2015
**Lines of Authority**

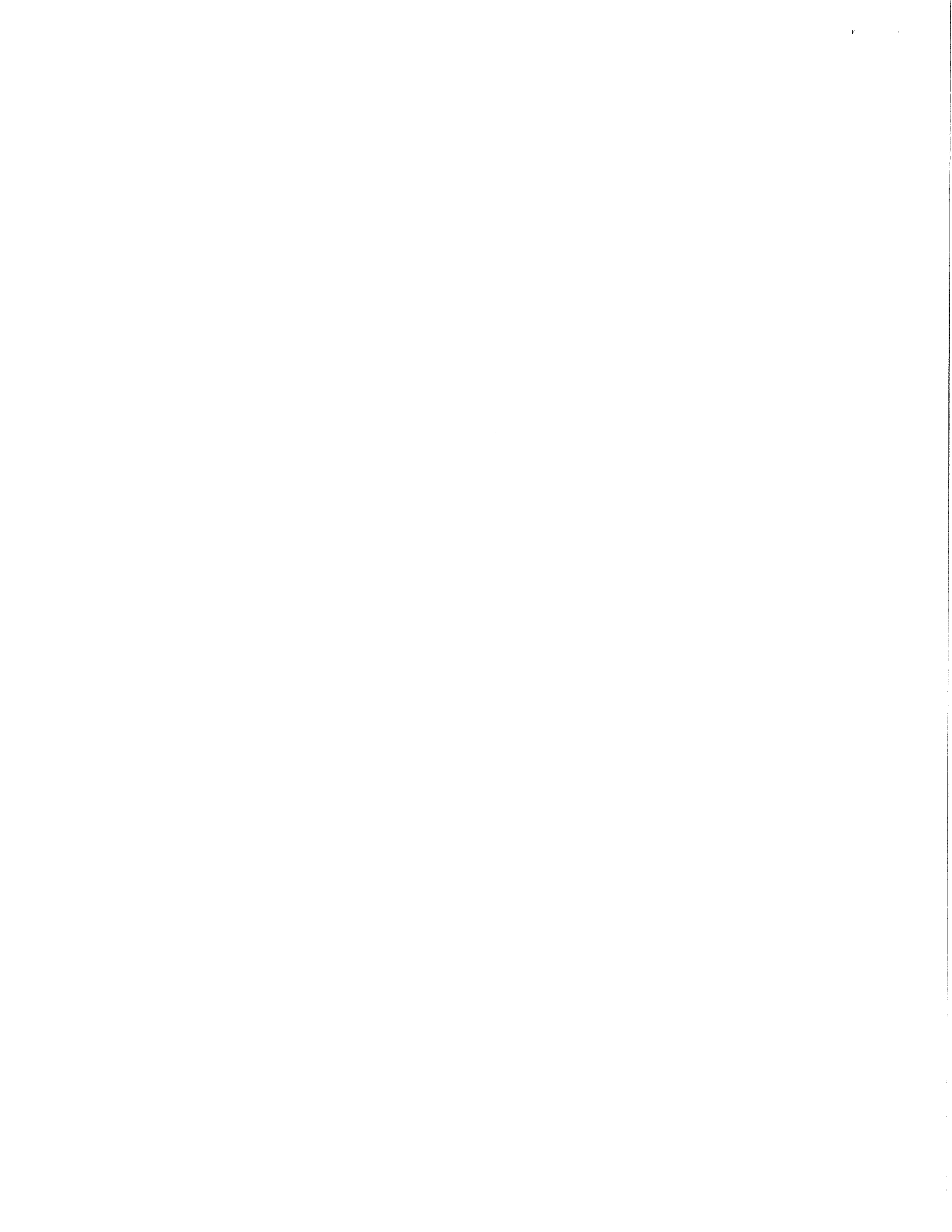
Line of Authority	Residency	Effective Date	Status
Property	Resident	06-24-1983	Active
Casualty	Resident	06-24-1983	Active

**Appointments and Terminations**

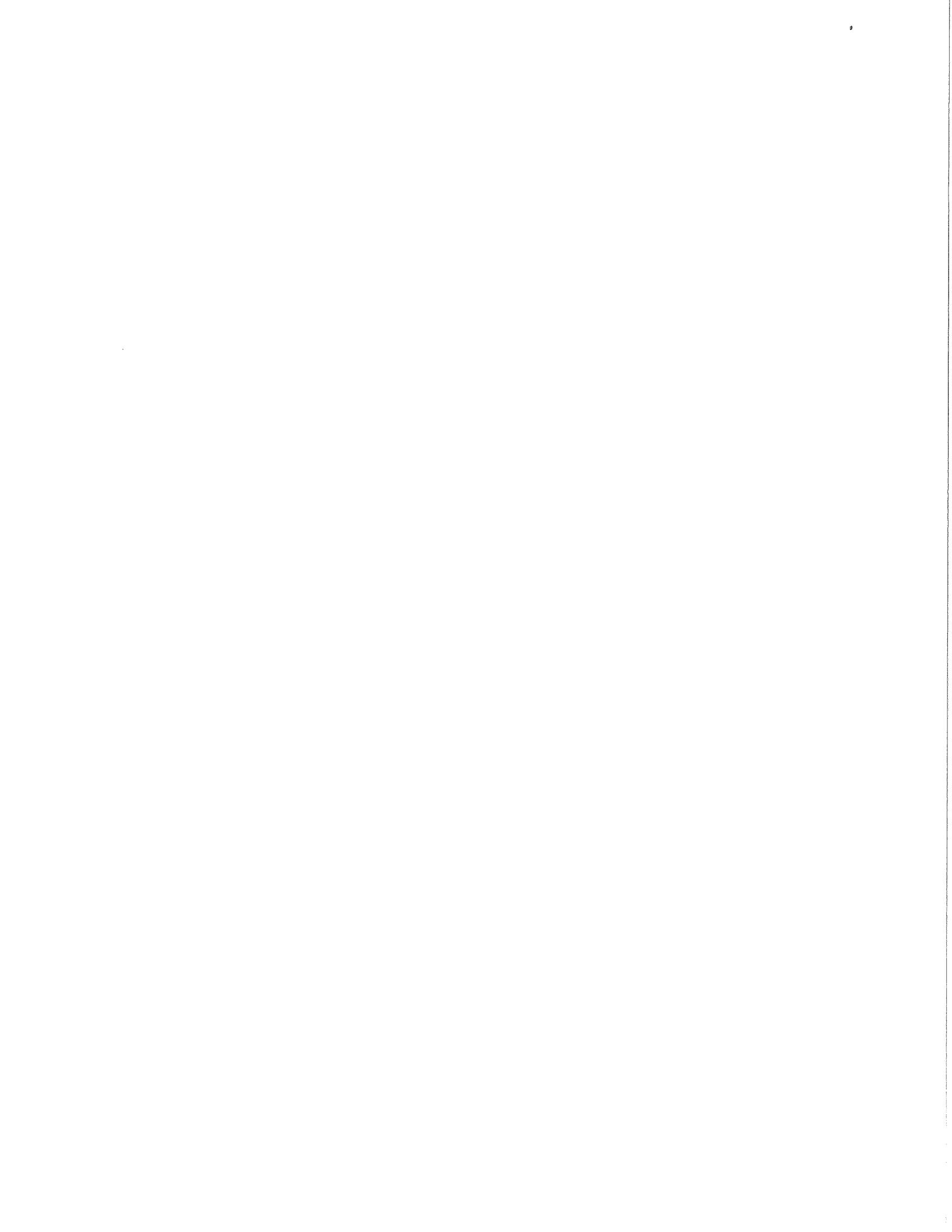
Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
1st Auto & Casualty Insurance Company	CAS/Active	12-01-2011		
	CAS/Inactive	09-25-2000	01-07-2003	Canceled
	CAS/Inactive	02-28-1995	10-08-1996	Vol. Surrender per Agent Rqst
	PROP/Active	12-01-2011		
	PROP/Inactive	09-25-2000	01-07-2003	Canceled
	PROP/Inactive	02-28-1995	10-08-1996	Vol. Surrender per Agent Rqst
ACE American Insurance Company	CAS/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
ACE Fire Underwriters Insurance Company	CAS/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
ACE Property and Casualty Insurance Company	CAS/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
ACUITY, A Mutual Insurance Company	CAS/Active	09-21-1983		
	PROP/Active	09-21-1983		



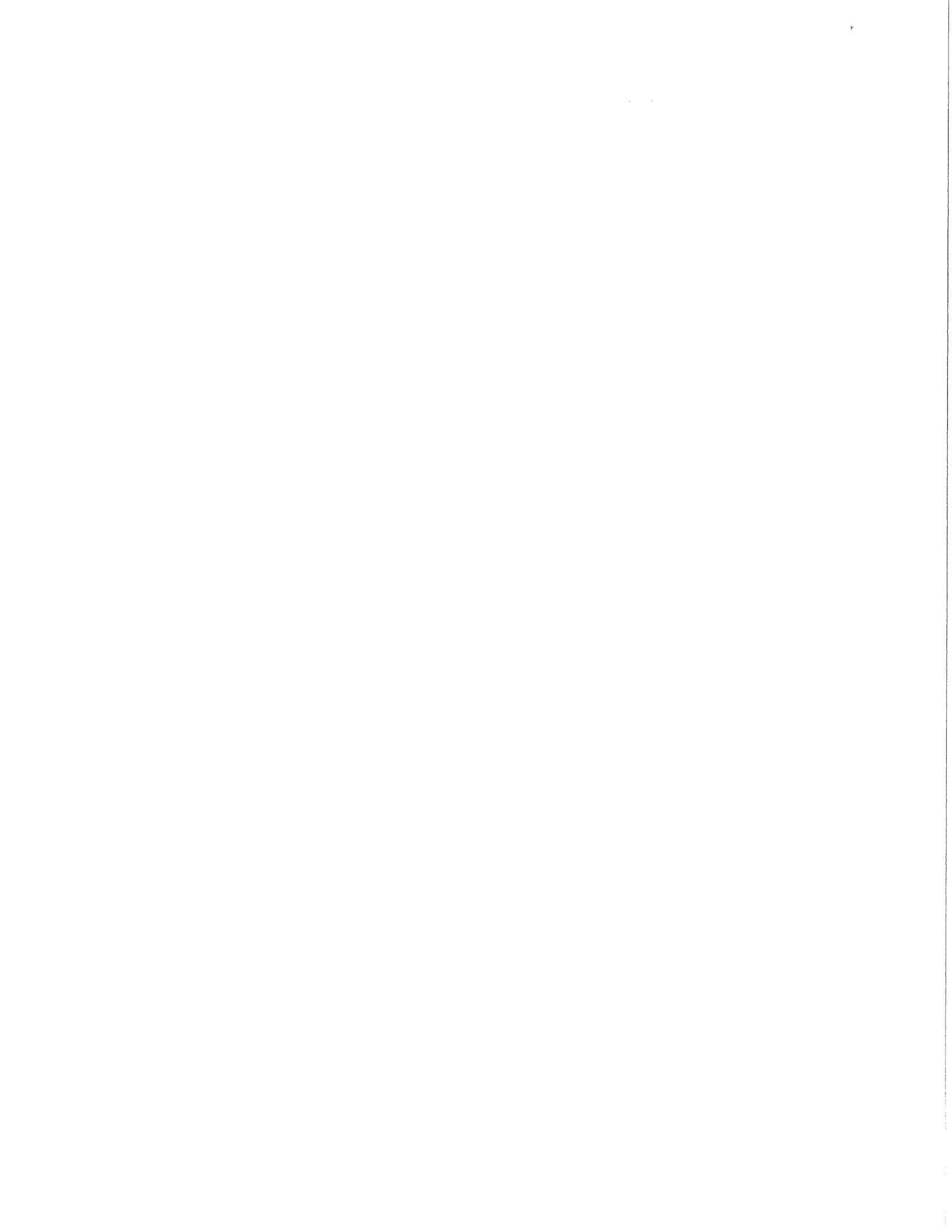
Addison Insurance Company	CAS/Active	08-20-2009			
	PROP/Active	08-20-2009			
ALLIED Property and Casualty Insurance Company	CAS/Inactive	06-16-2006	08-25-2009		Canceled
	PROP/Inactive	06-16-2006	08-25-2009		Canceled
AMCO Insurance Company	CAS/Inactive	06-16-2006	08-25-2009		Canceled
	PROP/Inactive	06-16-2006	08-25-2009		Canceled
American Family Home Insurance Company	CAS/Active	04-09-2008			
	PROP/Active	04-09-2008			
American Fire and Casualty Company	CAS/Active	11-09-2001			
	PROP/Active	11-09-2001			
American Interstate Insurance Company	CAS/Inactive	04-17-2006	04-08-2011		Inadequate Production
	PROP/Inactive	04-17-2006	04-08-2011		Inadequate Production
American Modern Home Insurance Company	CAS/Active	04-09-2008			
	PROP/Active	04-09-2008			
American Modern Select Insurance Company	CAS/Active	04-09-2008			
	PROP/Active	04-09-2008			
American States Insurance Company	CAS/Active	09-27-2008			
	PROP/Active	09-27-2008			
Ansur America Insurance Company	CAS/Active	03-26-2008			
	PROP/Active	03-26-2008			
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008			
	PROP/Active	01-15-2008			
ATX Premier Insurance Company	AUTO/Inactive	08-29-2001	01-09-2004		Canceled
Auto-Owners Insurance Company	CAS/Inactive	06-28-2007	04-09-2012		Canceled
	CAS/Inactive	06-28-1994	09-20-2001		Vol. Surrender per Agent Rqst
	PROP/Inactive	06-28-2007	04-09-2012		Canceled
	PROP/Inactive	06-28-1994	09-20-2001		Vol. Surrender per Agent Rqst
Badger Mutual Insurance Company	CAS/Active	05-04-2005			
	PROP/Active	05-04-2005			
Berkley Regional Insurance Company	CAS/Inactive	06-23-2005	07-17-2009		Canceled
	PROP/Inactive	06-23-2005	07-17-2009		Canceled
Capitol Indemnity Corporation	CAS/Active	04-13-2000			
	PROP/Active	04-13-2000			



Consolidated Insurance Company	CAS/Active	08-28-2006			
	PROP/Active	08-28-2006			
Dairyland Insurance Company	CAS/Inactive	02-19-2008	12-22-2012	Vol. Surrender per Agent Rqst	
	CAS/Inactive	06-09-1986	11-18-2003	Canceled	
	PROP/Inactive	02-19-2008	12-22-2012	Vol. Surrender per Agent Rqst	
	PROP/Inactive	06-09-1986	11-18-2003	Canceled	
Depositors Insurance Company	CAS/Inactive	06-16-2006	08-25-2009	Canceled	
	PROP/Inactive	06-16-2006	08-25-2009	Canceled	
Erie Insurance Company	CAS/Active	03-24-2003			
	PROP/Active	03-24-2003			
Erie Insurance Exchange	CAS/Active	05-23-2002			
	PROP/Active	05-23-2002			
Erie Insurance Property & Casualty Company	CAS/Active	05-23-2002			
	PROP/Active	05-23-2002			
Farmers Automobile Insurance Association, The	CAS/Active	08-16-1985			
	PROP/Active	08-16-1985			
Farmers Mutual Hail Insurance Company of Iowa	CAS/Active	02-01-2012			
	PROP/Active	02-01-2012			
First National Insurance Company of America	CAS/Active	09-27-2008			
	PROP/Active	09-27-2008			
Flagship City Insurance Company	CAS/Active	05-23-2002			
	PROP/Active	05-23-2002			
Frankenmuth Mutual Insurance Company	CAS/Active	05-03-1989			
	PROP/Active	05-03-1989			
General Casualty Company of Wisconsin	CAS/Active	02-17-1984			
	PROP/Active	02-17-1984			
General Insurance Company of America	CAS/Active	09-27-2008			
	PROP/Active	09-27-2008			
Germantown Mutual Insurance Company	CAS/Active	10-17-1985			
	PROP/Active	10-17-1985			
Guaranty National Insurance Company	CAS/Inactive	03-24-1998	09-07-2006	Inadequate Production	
	PROP/Inactive	03-24-1998	09-07-2006	Inadequate Production	
Hastings Mutual	CAS/Active	05-16-2001			



Insurance Company	PROP/Active	05-16-2001		
Hawkeye-Security Insurance Company	CAS/Active	08-28-2006		
	PROP/Active	08-28-2006		
Helenville Mutual Insurance Company	CAS/Active	04-30-2002		
	PROP/Active	04-30-2002		
Homesite Insurance Company	CAS/Inactive	05-15-2009	12-30-2010	Canceled
	PROP/Inactive	05-15-2009	12-30-2010	Canceled
IMT Insurance Company	CAS/Inactive	11-21-2001	08-13-2012	Canceled
	PROP/Inactive	11-21-2001	08-13-2012	Canceled
Indemnity Insurance Company of North America	CAS/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-09-2008	01-04-2011	Vol. Surrender per Agent Rqst
Indiana Insurance Company	CAS/Active	08-28-2006		
	PROP/Active	08-28-2006		
Infinity Casualty Insurance Company	AUTO/Inactive	08-29-2001	01-09-2004	Canceled
	CAS/Inactive	01-09-2004	02-09-2005	Inadequate Production
	PROP/Inactive	01-09-2004	02-09-2005	Inadequate Production
Infinity Insurance Company	CAS/Inactive	04-13-2000	05-30-2002	Inadequate Production
	PROP/Inactive	04-13-2000	03-12-2002	Inadequate Production
Integrity Mutual Insurance Company	CAS/Active	08-02-2006		
	PROP/Active	08-02-2006		
Integrity Property and Casualty Insurance Company	CAS/Active	02-14-2008		
	PROP/Active	02-14-2008		
Midwestern Indemnity Company, The	CAS/Active	08-28-2006		
	PROP/Active	08-28-2006		
Nationwide Affinity Insurance Company of America	CAS/Inactive	06-16-2006	08-25-2009	Canceled
	PROP/Inactive	06-16-2006	08-25-2009	Canceled
Nationwide Mutual Insurance Company	CAS/Inactive	06-16-2006	08-25-2009	Canceled
	PROP/Inactive	06-16-2006	08-25-2009	Canceled
Netherlands Insurance Company, The	CAS/Inactive	08-28-2006	10-05-2011	Canceled
	PROP/Inactive	08-28-2006	10-05-2011	Canceled
NN Insurance Company	CAS/Inactive	07-15-1991	03-20-2002	Inadequate Production
	PROP/Inactive	07-15-1991	03-20-2002	Inadequate Production
Northwestern National Casualty	CAS/Inactive	07-15-1991	03-20-2002	Inadequate Production





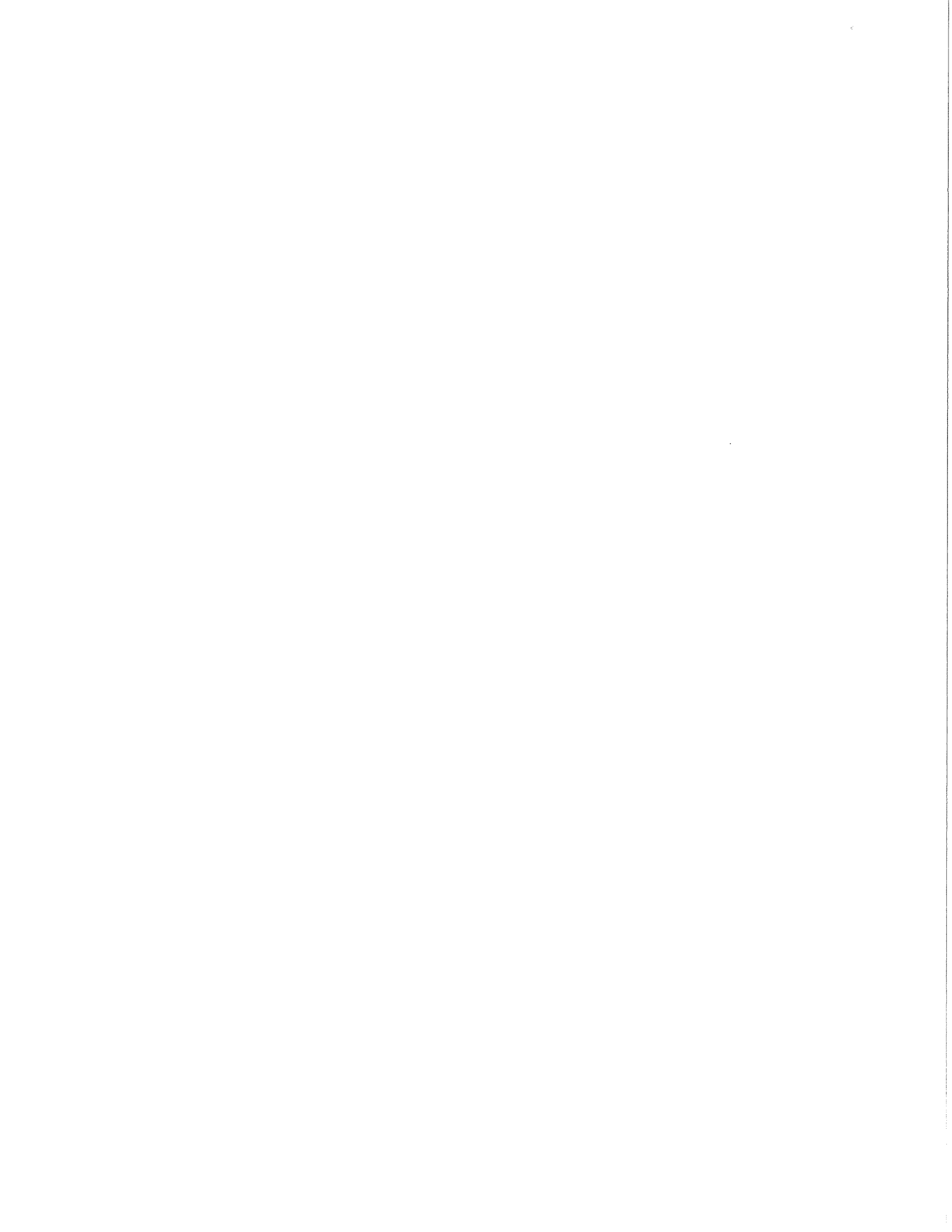
Company	PROP/Inactive	07-15-1991	03-20-2002	Inadequate Production
Ohio Casualty Insurance Company, The	CAS/Active	11-09-2001		
	PROP/Active	11-09-2001		
Ohio Security Insurance Company	CAS/Active	11-09-2001		
	PROP/Active	11-09-2001		
Owners Insurance Company	CAS/Inactive	06-28-2007	04-09-2012	Canceled
	CAS/Inactive	06-28-1994	09-20-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	06-28-2007	04-09-2012	Canceled
	PROP/Inactive	06-28-1994	09-20-2001	Vol. Surrender per Agent Rqst
Pacific Star Insurance Company	CAS/Inactive	02-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Active	08-28-2006		
	PROP/Active	08-28-2006		
Peerless Insurance Company	CAS/Active	08-28-2006		
	PROP/Active	08-28-2006		
Pekin Insurance Company	CAS/Active	08-16-1985		
	PROP/Active	08-16-1985		
Platte River Insurance Company	CAS/Inactive	02-26-2007	01-13-2011	Inadequate Production
	PROP/Inactive	02-26-2007	01-13-2011	Inadequate Production
Progressive Casualty Insurance Company	CAS/Inactive	05-03-2007	01-06-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-03-2007	01-06-2009	Vol. Surrender per Agent Rqst
Progressive Classic Insurance Company	CAS/Active	04-27-2004		
	PROP/Active	04-27-2004		
Progressive Northern Insurance Company	CAS/Active	09-21-1984		
	PROP/Active	09-21-1984		
Regent Insurance Company	CAS/Active	02-17-1984		
	PROP/Active	02-17-1984		
SAFECO Insurance Company of America	CAS/Active	09-27-2008		
	PROP/Active	09-27-2008		
SAFECO Insurance Company of Illinois	CAS/Active	09-27-2008		
	PROP/Active	09-27-2008		
SECURA INSURANCE, A	CAS/Active	03-19-1987		



Mutual Company	PROP/Active	03-19-1987			
SECURA Supreme Insurance Company	CAS/Active	08-01-1996			
	PROP/Active	08-01-1996			
SOCIETY INSURANCE, a mutual company	CAS/Active	02-08-1985			
	PROP/Active	02-08-1985			
Statewide Insurance Company	CAS/Inactive	07-11-2001	10-09-2002		Canceled
	PROP/Inactive	07-11-2001	10-09-2002		Canceled
Stonewood National Insurance Company	CAS/Inactive	08-29-2001	02-09-2005		Inadequate Production
	PROP/Inactive	08-29-2001	02-09-2005		Inadequate Production
United Fire & Casualty Company	CAS/Active	08-20-2009			
	PROP/Active	08-20-2009			
Viking Insurance Company of Wisconsin	CAS/Inactive	07-26-1983	01-30-2012		Vol. Surrender per Agent Rqst
	PROP/Inactive	07-26-1983	01-30-2012		Vol. Surrender per Agent Rqst
Wadena Insurance Company	CAS/Inactive	02-01-2008	08-13-2012		Canceled
	PROP/Inactive	02-01-2008	08-13-2012		Canceled
West American Insurance Company	CAS/Active	11-09-2001			
	PROP/Active	11-09-2001			
West Bend Mutual Insurance Company	CAS/Inactive	04-25-1995	12-21-2010		Canceled
	PROP/Inactive	04-25-1995	12-21-2010		Canceled
Western Surety Company	CAS/Active	02-27-1997			
Wilson Mutual Insurance Company	CAS/Active	02-22-2008			
	PROP/Active	02-22-2008			
Wisconsin American Mutual Insurance Company	CAS/Inactive	05-22-1987	10-20-2011		Canceled
	PROP/Inactive	05-22-1987	10-20-2011		Canceled
Wisconsin Mutual Insurance Company	CAS/Active	11-01-1983			
	PROP/Active	11-01-1983			

\* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

\*\* NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.



\$49,435.00  
FILE

BID OF BADGERLAND EXCAVATING CORPORATION

2013

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PAUNACK PARK SHORELINE

CONTRACT NO. 6834

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 30, 2013

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)



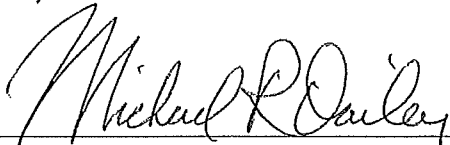
**PAUNACK PARK SHORELINE  
CONTRACT NO. 6834**

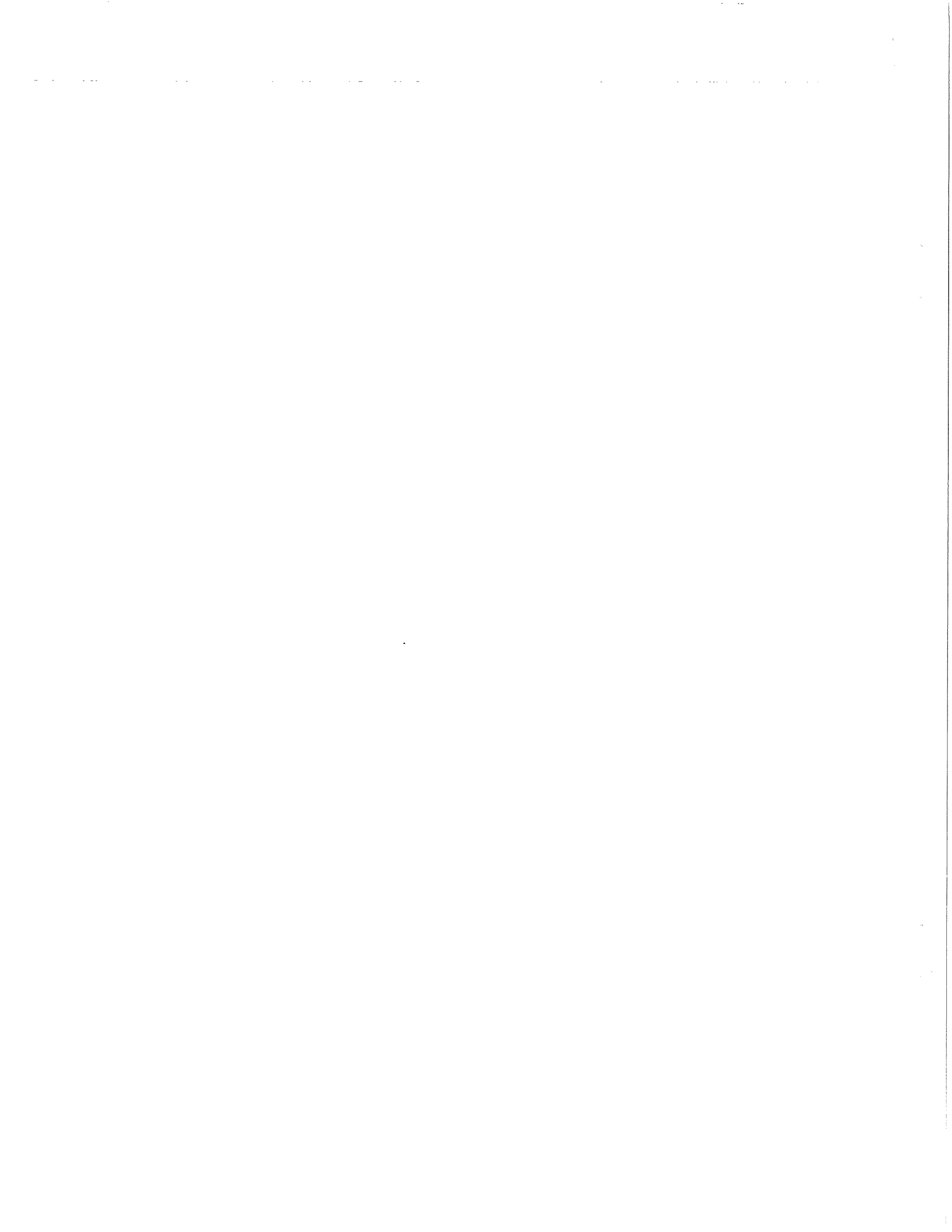
**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS ..... A-1  
SECTION B: INSTRUCTIONS TO BIDDERS .....B-1  
SECTION C: SBE (NOT APPLICABLE).....C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: PROPOSAL .....E-1  
SECTION F: BID BOND.....F-1  
SECTION G: AGREEMENT..... G-1  
SECTION H: PAYMENT AND PERFORMANCE BOND ..... H-1  
SECTION I: PREVAILING WAGE RATE .....I-1

This Proposal, and Agreement has  
been prepared by:

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

  
for 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>
6834	PAUNACK PARK SHORELINE

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, 2013 to January 31, 2015 must submit their application on or before 1:00 p.m., APRIL 5, 2013, 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).

#### 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 APRIL 12, 2013 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on APRIL 12, 2013 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

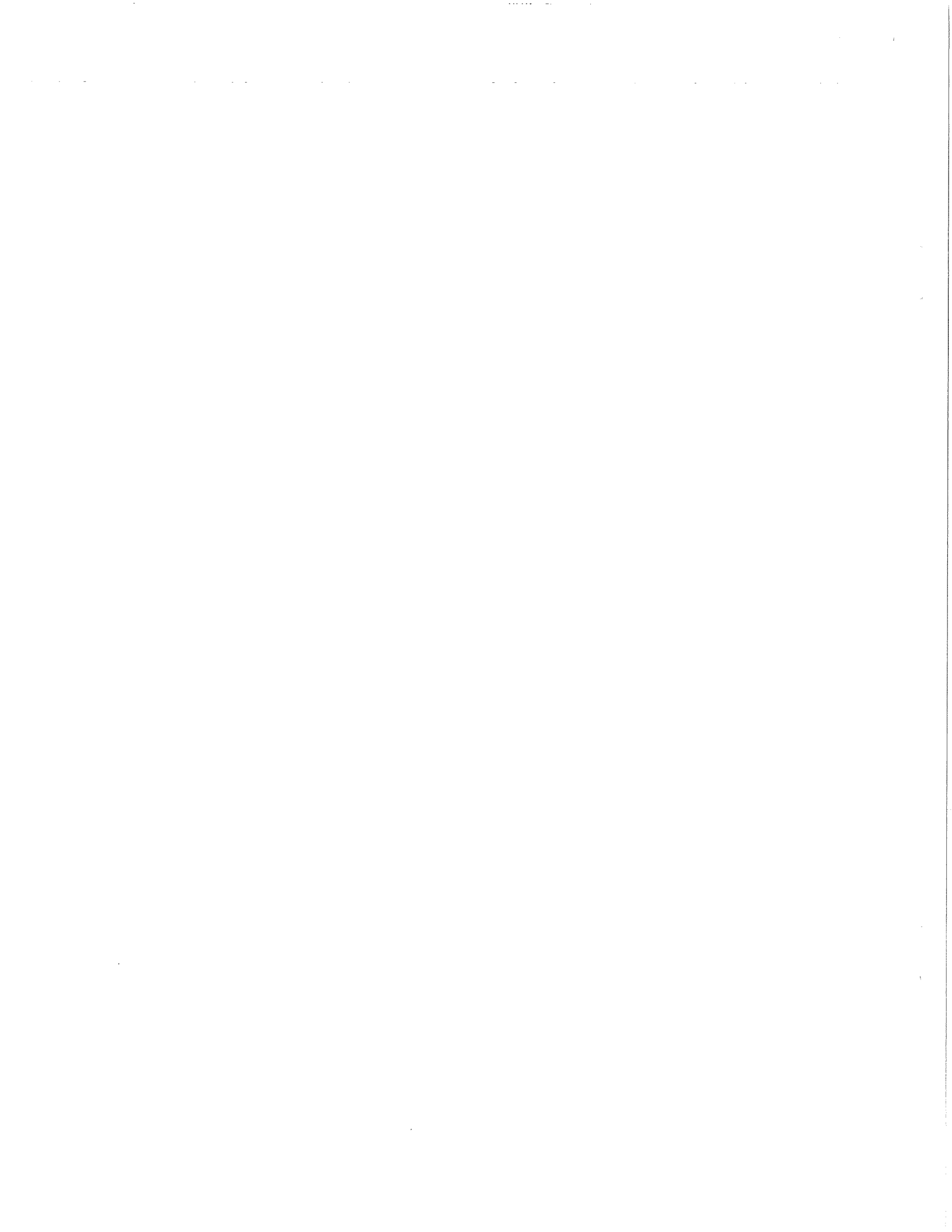
Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm> or by calling City Engineering at 608-266-4751.

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 3/29/13 & 4/5/13



## SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2013 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  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

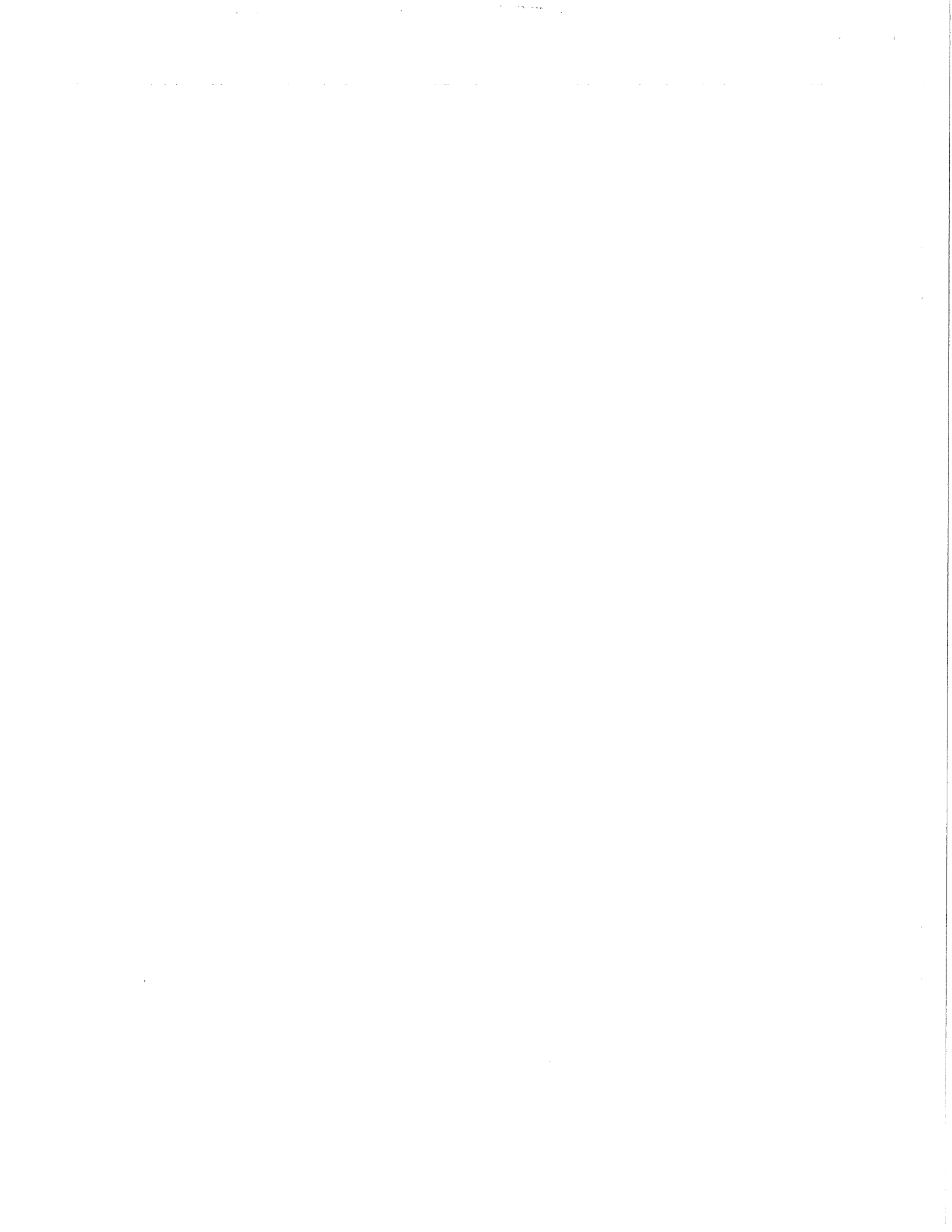
### State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: <http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.htm>. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8  Other \_\_\_\_\_

**SECTION C: SBE**

**Instructions to Bidders  
City of Madison  
SBE Program Information**

SBE (Not Applicable)





## SECTION D: SPECIAL PROVISIONS

### PAUNACK PARK SHORELINE CONTRACT NO. 6834

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 \$53,000 for a single trade contract; or equal to or greater than \$257,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104: SCOPE OF WORK**

This project consists of the restoration of approximately 270 feet of shoreline within Paunack Park by the installation of glacial riprap. The project will also remove an existing concrete pier and install 30 feet of cut limestone steps as shown on the plan set. The work will include grading, seeding, and installation of temporary and permanent erosion mat.

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

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

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

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

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of

the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

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

**SECTION 105.12: COOPERATION BY THE CONTRACTOR**

Contractor shall obtain approval from Engineer for planned stockpile and staging locations prior to construction to ensure that they do not interfere with park usage.

**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 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS**

Disturbance to the park is anticipated along the shoreline, in areas immediately adjacent to the bike path, and at the approved stockpile location(s). The Contractor shall restore these areas under Bid Items 20221 *Topsoil*; 20701, *Terrace Seeding*; 21061, *Erosion Matting, Class, Urban Type A – Organic*; and, where specified in the plan set, 21081, *Erosion Matting, Class III, Type A*. If the Contractor chooses to use or haul outside of these areas, the Contractor shall repair the damage at no cost to the City.

The Contractor shall protect park benches, playground equipment, bike racks, etc. If bench locations or bike racks present a conflict with Contractor's planned operations, contractor may remove and replace benches and racks, at Contractor's expense. The Contractor shall obtain permission from the Parks Department prior to removing any benches or racks (Contact Tom Maglio (608) 266-6518 or [tmaglio@cityofmadison.com](mailto:tmaglio@cityofmadison.com)).

**Paunack Park is adjacent to a private park, as shown on the plan set. The Contractor shall make themselves aware of the property line and neither use nor disturb the private park.**

**SECTION 107.7: MAINTENANCE OF TRAFFIC**

The Contractor shall ensure that his/her operations do not block access to the park. The Contractor shall access the park via the bike path. At no time shall the Contractor drive any vehicles or equipment on the bike path without the use of two flaggers.

The Contractor may close the bike path for 5 minutes at a time to transport equipment and materials to the site. All bike path closings shall be clearly signed, and shall have flaggers on either end of the closure. The Contractor shall place signs on Waunona Way and the along the bikepath east of Paunack Park notifying bikers of intermittent closures. The signs shall be placed 10 calendar days prior to construction.

If necessitated by bikepath repair, the contractor needs to close the bikepath for significantly longer than 10 minutes, or reroute portions of the bikepath, a traffic plan shall be submitted to the Engineer for approval. The traffic plan shall be submitted for approval 5 working days prior to the proposed closure. No construction equipment or materials shall be stored in the public street right-of-way adjacent to the project.

Any necessary work zone signing and barricading shall conform to Part VI of the Federal Highways Administration's "Manual on Uniform Traffic Control Devices" (MUTCD), The City of Madison Standards for Sidewalk and Bikeway Closures, and the State of Wisconsin Standard Detail Drawings, including S.D.D. 15 C 3-1 Barricades and Signs for Side road Closures and 15D 30-1 Traffic Control, Sidewalk Closure.

For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 267-4767, 8:00 a.m. to 4:00 p.m., a minimum of 1 working day in advance of when the 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 108.2: PERMITS**

The Contractor shall not begin work until all necessary permits have been obtained. The City has applied for the following permits:

1. WI-DNR Chapter 30 Permit
2. City of Madison Erosion Control Permit

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

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

- Wisconsin DNR Dewatering

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

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

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

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

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

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

The Contractor shall begin work after Tuesday, September 3, 2013, after all permits have been obtained and weather conditions permit work. The time of completion shall be **THIRTY-THREE (33) CALENDAR DAYS**. The Contractor may suspend operations as necessary due to weather or temperature conditions, as long as the work is completed within the contract time.

Prior to suspending work for more than three days, Contractor shall stabilize the section being constructed, with topsoil, seed and erosion control mat, or other measures approved by the Construction Engineer. If final stabilization is not possible, temporary stabilization consisting of polymer/soil stabilizer shall occur, but use of temporary stabilization shall be limited and shall require approval of the Engineer.

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

### **BID ITEM 20101 – EXCAVATION CUT**

#### **DESCRIPTION**

Excavation Cut shall include all earthwork cut required to prepare the shoreline for the specified repair. This includes the removal of all rock and soil, as indicated on the plans or as directed in the field by the Engineer. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials, or material that is deemed unusable as on-site fill, and for hauling to and placement at the disposal site.

Suitable materials may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately.

Also included in this item is the removal and stockpiling of sections of salvageable glacial riprap prior to the specified shoreline repair as indicated on the plans or as directed in the field. The hauling from the stockpiled location and the placement in the new location shall be compensated under Bid Item 90031, Heavy Riprap (Glacial Stone) Placement.

Care shall be taken to protect all tree roots of those trees not marked for removal.

#### **METHOD OF MEASUREMENT**

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

If Construction Engineer determines that substantial changes are required to excavation limits, or that additional undercut or excavation is necessary beyond the limits shown on the plans, it shall be measured in the field by cubic yards in place, and paid for as Excavation Cut. For this bid item, “substantial” shall mean changes over 15% of the estimated quantity.

The plan quantity was computed by average end area based on the shoreline cross sections and the assumptions listed above. No adjustments to the earthworks quantities were made for topsoil.

## **BASIS OF PAYMENT**

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

## **BID ITEM 20201 – FILL BORROW**

### **DESCRIPTION**

This item shall include placement of imported general fill as directed by the Engineer in the Field. The Contractor shall place fill in compliance with Section 202 – Fill, of the Standard Specifications.

Contractor may reuse suitable materials obtained from excavation for fill, however placement of such fill shall be considered incidental to excavation cut, and no separate payment shall be made for placement. Suitable fill materials, as determined by the Construction Engineer or a representative of the Parks Division, obtained from excavation on site shall be used prior to trucking in borrow materials.

This item shall include placement of fill at the locations shown on the plans and cross sections or as directed by the Engineer in the Field. The Contractor shall place fill in compliance with Section 202 – Fill of the Standard Specifications. Materials used for Fill shall meet the requirements of the Standard Specifications of Section 202.2(a) Fill.

### **METHOD OF MEASUREMENT**

Fill Borrow shall be measured by the ton of material brought to the site and placed.

### **BASIS OF PAYMENT**

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

## **BID ITEM 20217 – CLEAR STONE**

The Contractor shall provide and install clear stone as directed by the Construction Engineer. Clear stone material and placement shall conform to requirements in Section 202 and Article 401 for Clear Stone. This item shall also include any clear stone used for erosion control.

### **METHOD OF MEASUREMENT**

Clear stone shall be measured by the ton of material brought to the site and placed.

### **BASIS OF PAYMENT**

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

**BID ITEM 20221 – TOPSOIL**

**DESCRIPTION**

This item shall include placement of topsoil within the seeding limits shown on the drawings landward of the shoreline treatment or as directed by the Engineer in the field. Topsoil shall be placed four (4) inches thick per the Standard Specifications. Salvaged topsoil from on site meeting the specifications may be reused. In some areas the existing topsoil thickness may be adequate and no additional topsoil may be required. Topsoil materials and placement shall be in accordance with Article 202 – Fill.

Any required topsoil stripping and stockpiling shall be considered incidental to this bid item. Placement of topsoil within riprap voids is NOT included in this bid item. Topsoil placement within the riprap shall be paid under Bid Item 90031.

**METHOD OF MEASUREMENT**

Topsoil shall be measured by the Square Yard.

**BASIS OF PAYMENT**

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

**BID ITEM 20230 – MEDIUM RIPRAP (GLACIAL STONE) IMPORT**

**DESCRIPTION**

This item shall include the provision and stockpiling on-site of natural glacial rock or field stone (non-sedimentary rock). The rock shall be durable stone hauled in from an off-site source. The stone shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects. The stone shall consist of varying sizes and weights. Any stone that has been cracked either by shipping, handling, or placing and does not meet the specified size range shall be removed from the project and replaced. The Engineer shall review and approve stone before Contractor brings it on-site. Stone shall be “hand picked” at the pit.

Except for the specified toe-stone, which shall be 20-inches in diameter, the glacial riprap shall have the following dimensions:

D50 (inches)	Min D (inches)	Max D (inches)
12	10	16

Placement of the stone shall be paid separately under Bid Item 90030.

**METHOD OF MEASUREMENT**

Heavy Riprap (Glacial Stone) Import will be measured by the ton of stone brought to the site and placed. The quantity on the proposal page was estimated based on the proposed cross sections. The quantity on the proposal page assumes that 20% of the total estimated required quantity of riprap may be salvaged from the existing riprap on site. The actual quantity is expected to vary. No change in the bid price shall be approved should this item be increased or decreased beyond the specifications in Section 104 in the Standard Specifications.

## **BASIS OF PAYMENT**

Heavy Riprap (Glacial Stone) Import shall be paid at the contract price for work as described and measured above, which shall be full compensation for all material, labor, tools, equipment and incidentals necessary to complete this item of work.

## **BID ITEM 20233 – HEAVY RIPRAP FILTER FABRIC**

### **DESCRIPTION**

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

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

Seams between individual pieces of filter fabric shall be joined or overlapped to provide a continuous layer. Fabric shall be overlapped at a minimum of 18 inches.

### **METHOD OF MEASUREMENT**

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

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

### **BASIS OF PAYMENT**

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

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

### **DESCRIPTION**

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



## **METHOD OF MEASUREMENT**

Erosion Matting, Class I Urban Type A - Organic shall be measured by the Square Yard in place, not including run out in anchor trenches or overlap. No adjustment shall be made for slope.

## **BASIS OF PAYMENT**

Erosion Matting, Class I Urban Type A - Organic shall be measured as stated above and shall be paid at the contract price in accordance with the following payment schedule.

## **BID ITEM 21072 – EROSION MATTING, CLASS II URBAN TYPE B - ORGANIC**

### **DESCRIPTION**

Work under this bid item shall include provision and installation of Class II Urban Type B - Organic Erosion Control Re-vegetative Mat (ECRM) to be installed in the locations shown on the drawings, or as directed by the Construction Engineer. Erosion matting shall conform to the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL).

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

The Contractor shall note the ECRM down-slope end anchorage shall be achieved during placement of the topsoil-filled stone, not once placement of the stone is complete.

Seeding shall be completed prior to laying the ECRM on the topsoil-filled stone.

Trimming the ECRM to accommodate existing tree locations shall be considered incidental to this bid item.

### **METHOD OF MEASUREMENT**

Erosion Matting, Class II Urban Type B - Organic shall be measured by the Square Yard in place, not including run out in anchor trenches or overlap. No adjustment shall be made for slope.

### **BASIS OF PAYMENT**

Erosion Matting, Class II Urban Type B - Organic shall be measured as stated above and shall be paid at the contract price in accordance with the following payment schedule.

## **BID ITEM 21081 – EROSION MATTING, CLASS III TYPE A**

### **DESCRIPTION**

Work under this bid item shall include provision and installation of Erosion Matting, Class III, Type A turf reinforcement mat (TRM) to be installed in the locations shown on the drawings, or as directed by the Construction Engineer. Erosion matting shall conform to the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL).

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

A minimum of one inch of topsoil shall be placed over the TRM, or as specified by the manufacturer.

Trimming the TRM to accommodate existing tree locations shall be considered incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Erosion Matting, Class III Type A shall be measured by the Square Yard in place, not including run out in anchor trenches or overlap. No adjustment shall be made for slope.

#### **BASIS OF PAYMENT**

Erosion Matting, Class III, Type A shall be measured as stated above and shall be paid at the contract price in accordance with the following payment schedule.

#### **BID ITEM 40201 – HMA PAVEMENT TYPE E-0.3**

#### **DESCRIPTION**

Work under this item shall include all materials, equipment, labor and incidentals necessary place HMA Type E-0.3 asphalt pavement to resurface the bike path as shown on the plan set. Pavement shall be placed in accordance with the Standard Specifications for Public Works Construction and Standard Detail Drawing 4.08.

The necessity and extent of bike path resurfacing will be determined by the Construction Engineer. This bid item may be eliminated from the contract.

#### **METHOD OF MEASUREMENT**

HMA Pavement Type E-0.3 shall be measured by the Ton of asphalt placed.

#### **BASIS OF PAYMENT**

HMA Pavement Type E-0.3 shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 40311 – PULVERIZE AND SHAPE**

#### **DESCRIPTION**

Work under this item shall include all materials, equipment, labor and incidentals necessary to pulverize and shape the existing bike path. All work shall be performed in accordance with the Standard Specifications for Public Works Construction, Section 403.3 *Pulverize and Shape*.

The necessity and extent of bike path repair will be determined by the Construction Engineer. This bid item may be eliminated from the contract.

## **METHOD OF MEASUREMENT**

Pulverize and Shape shall be measured by the Square Yard of asphalt path.

## **BASIS OF PAYMENT**

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

## **BID ITEM 40321 – UNDERCUT (UNDISTIBUTED)**

### **DESCRIPTION**

Work under this item shall include all materials, equipment, labor and incidentals necessary to excavate unsuitable subgrade material in accordance with the Standard Specifications, Section 403.4 *Undercut*. Fill required for voids created by undercutting shall be paid under Bid Item 20201.

The necessity and extent of uncutting unsuitable material will be determined by the Construction Engineer. This bid item may be eliminated from the contract.

### **METHOD OF MEASUREMENT**

Undercut shall be measured by the Square Yard of material removed.

### **BASIS OF PAYMENT**

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

## **BID ITEM 50622 – 19 INCH X 30 INCH HERCP AE GATE**

### **DESCRIPTION**

Work under this item shall include all materials, equipment, labor and incidentals necessary to install a 19-inch x 30 inch apron endwall gate on the existing apron endwall. All work shall conform to Article 506 of the Standard Specification.

Removal and disposal of the wood deck, located on top of the existing storm pipe, shall be considered incidental to this bid item. This deck is not attached to any structures.

### **METHOD OF MEASUREMENT**

19 Inch x 30 Inch HERCP AE Gate shall be measured as Each unit installed in the field, as described above.

### **BASIS OF PAYMENT**

19 Inch x 30 Inch HERCP AE Gate shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90030 – HEAVY RIPRAP (GLACIAL STONE) PLACEMENT**

### **DESCRIPTION**

Work under this item shall include placement of imported Heavy Riprap (Glacial Stone) as well as placement of salvaged glacial riprap. This work shall include hauling from the stockpile (or the location where salvaged material is placed following excavation) and placement of the stone in the locations shown on the drawings. Glacial riprap salvaged from on-site may exceed the size requirements for imported riprap contained in Bid Item 20230, as long as the specification is otherwise met. Salvaged riprap shall be used prior to trucking in new material.

Stone shall be placed at the locations shown on the drawings, to the thicknesses shown. Filter fabric shall be installed beneath the stone, and shall be paid under Bid Item 20233. A suitable foundation, as approved by the Engineer, shall be provided to preclude settlement. Some chinking may be required to secure stability of the stones.

This item shall also include relocating existing riprap outside the excavation limits shown if needed to field-fit the riprap section. This may be required in particular at the toe of the slope.

### **METHOD OF MEASUREMENT**

Heavy Riprap (Glacial Stone) Placement will be paid for based on the “plan quantity” as shown in the Contract without measurement thereof. Unless there are significant design changes approved by the Engineer, the final quantity shall be equal to the quantity listed on the proposal page.

The plan quantity was calculated by average end area using the proposed cross sections and reach lengths.

### **BASIS OF PAYMENT**

Heavy Riprap (Glacial Stone) Placement shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90031 – TOPSOIL IN VOIDS OF STONE**

### **DESCRIPTION**

This item shall include providing and installing topsoil in the voids of the stone at the top of the shoreline treatments in the locations shown on the drawings. Incorporation of the topsoil into the stone voids shall be achieved by mixing the stone and topsoil in the bucket of the equipment placing the stone, or by creating stockpiles of mixed stone and topsoil, or other field-approved method. Care shall be taken so that the topsoil is not segregated out of the stone during placement. An additional dressing of topsoil over the stone may be required to provide an even subgrade for the ECRM. Heavy riprap filter fabric (Paid under Bid Item 20233) shall be placed between the zones of riprap with and without topsoil, as shown on the drawings.

Bid item 90030 Heavy Riprap (Glacial Stone) Placement includes placement of the stone along the shoreline. This bid item (90032) is intended to compensate for costs beyond what it would cost to place the stone without topsoil.

This item excludes the 4” layer of topsoil to be placed in areas landward of the shoreline treatment, which shall be paid under Bid Item 20221.

## METHOD OF MEASUREMENT

Topsoil in Voids of Stone shall be measured by the linear foot of shoreline, as measured along the reference line.

## BASIS OF PAYMENT

Topsoil in Voids of Stone shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, equipment, labor, tools and incidentals required to complete the work as set forth in the description.

## BID ITEM 90032 – NO-MOW/RIPRAP SEEDING

### DESCRIPTION

Work under this item shall include seeding with the seed mix below at the locations shown on the drawings, or at other locations as directed by Engineer. This mix is intended be placed within riprap for the Vegetated Riprap typical section. This work shall be in accordance with Article 207 of the Standard Specifications, except as provided below.

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

Seed at the rate recommended by the manufacturer, 9.98 lbs/acre, 125 seeds per square foot. Submit additions or substitutions and final mix to Engineer for approval. Russ Hefty from City of Madison Parks (267-4918) shall inspect and approve the seed prior to placement.

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

VARIETY – FORBS		
Name	Common Name	% by weight
Agastache foeniculum	Anise Hyssop	1.35
Allium stellatum	Prairie Onion	4.32
Acelepias tuberosa	Butterfly Weed	5.40
Aster azureus	Sky Blue Aster	1.35
Aster laevis	Smooth Blue Aster	1.35
Coreopsis lanceolata	Sand Coreopsis	2.70
Echinacea purpurea	Purple Coneflower	10.80
Eupatorium perfoliatum	Boneset	1.08
Monarda fistulosa	Wild Bergamot	1.08
Penstemon digitalis	Foxglove Beardtongue	3.78
Pycnanthemum virginianum	Mountain Mint	0.54
Ratibida pinnata	Yellow Coneflower	5.40
Rudbeckia fulgida	Orange Coneflower	1.62
Rudbeckia hirta	Black-eyed Susan	5.40
Solidago graminifolia	Grass-leaved Goldenrod	0.54

Soldago speciosa	Showy Goldenrod	0.81
Tradescantia ohiensis	Ohio Spiderwort	5.40
<b>VARIETY – GRASSES, SEDGES &amp; RUSHES</b>		
Andropogon scoparius	Little Bluestem PLS	16.2
Bouteloua curtipendula	Side-Oats Grama PLS	16.2
Carex bebbii	Bebb's Oval Sedge	2.16
Carex bicknellii	Copper-shouldered Oval Sedge	2.16
Carex eburnea	Ivory Sedge	0.27
Carex hystericina	Porcupine Sedge	2.70
Carex muskingumensis	Palm Sedge	1.08
Carex stipata	Common Fox Sedge	2.16
Carex stricta	Common Tussock Sedge	0.38
Carex vulpinoidea	Brown Fox Sedge	3.78

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

For Contractor's information, a custom seed mix meeting these specifications (Madison Parks Rip-Rap Planting) is available from Prairie Moon Nursery, Winona MN (866) 417-8156

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90033 – REMOVE CONCRETE PIER ABUTMENT**

#### **DESCRIPTION**

Work under this item shall include all labor, materials, equipment, and incidentals necessary to remove the concrete pier abutment. This bid item shall include demolition of the pier, removing the concrete from the project site, and appropriately disposing of the concrete. This bid item shall also include the removal of any subsurface features that are discovered during the demolition and not considered acceptable in place, such as rebar, metal cables, etc. The pier abutment is estimated to be approximately 15 feet long, 8 feet wide, and 2.5 to 3 feet thick. However, the actual thickness of the pier is unknown. Parks Department design documents show the pier to be constructed on grade, without footings, and to be a concrete shell with clear stone interior. No asbuilts exist for the structure.

## **METHOD OF MEASUREMENT**

Remove Concrete Pier Abutment shall be measured per Cubic Yard of concrete demolished, removed, hauled, and disposed.

## **BASIS OF PAYMENT**

Remove Concrete Pier Abutment will be paid for at the contract price, which shall be full compensation for all work as provided in the description.

## **BID ITEM 90034 - TEMPORARY FENCING**

### **DESCRIPTION**

This item includes installation of temporary construction fencing at the locations shown on the drawing, to be used for tree protection. Minor relocation of fencing may be required as the work progresses. Fencing may be removed immediately following restoration.

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

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

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

## **METHOD OF MEASUREMENT**

Temporary fencing shall be measured by the linear foot installed.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90035 – STEPPED STONE REVETMENT**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the contractor to provide and install the Stepped Stone Revetment in accordance with the Specification that follows, and as shown on the drawings. Filter Fabric and Clear Stone to be used in the revetment shall be paid separately, under BID ITEMS #20233 and #20217, respectively.

## **CONSTRUCTION METHODS**

The Stepped Stone Revetment shall be constructed as shown in the plan set. A suitable foundation, as approved by the Engineer shall be provided to preclude settlement. Filter Fabric shall be installed under the bed, as shown on the drawings. Clear stone and filter fabric shall be installed according to the

Standard Specifications. Each stone step shall be firmly set with no rocking or tipping, providing a firm foundation for subsequent layers. Cut stone blocks shall be field cut as required to fit tightly to abutting structures.

1. The stepped stone revetment shall be placed by equipment on the surfaces and to the depths specified on the drawings.
2. Stone shall be placed tightly together such that at least 60% of all joined faces are in direct contact and no more than 1.5-inch gap exists at any point along the joint. Vertical seams shall be staggered. Chiseling or cutting of the stone may be needed. Any costs for working the stone shall be included in the prices bid.
3. The finished surface aesthetic is critical. The stone layers shall follow the requirements noted on the plan. The tread width shall be consistent along each elevation and the stones shall fit snugly together and have no gaps larger than 1.5-inch. Working of stone faces may be required to achieve desired tolerances.
4. The intention of the above tolerances is that the work will be generally built to the required elevation, slopes and grades, and that the outer surfaces shall present a neat and aesthetic appearance. Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Owner's Representative. *The Contractor is encouraged to look at a similar application of stone steps along the shoreline of Lake Mendota in front of the boathouse at James Madison Park.*

## QUALITY CONTROL

### A. Stone Quality and Gradation

1. The Contractor is responsible for, and shall establish and maintain, quality control for all work performed at the quarry and at the job site to ensure compliance with the specifications.
2. The Contractor shall provide a quarry inspector for all stepped stone. The inspector's responsibilities shall include, but not be limited to:
  - a. A visual test shall be made at the quarry for elongation, cracks, deterioration and other defects visible to the naked eye on at least two-thirds of the surface area of the stone. Ten percent of the stone checked for cracks shall be wetted and re-inspected for minute cracks to determine if they would be detrimental to the stone quality and if additional inspections are necessary on all stone. Stones with cracks that are detrimental to a long-lasting product shall not be shipped to the project site.
  - b. Quarry representative shall pick stones of similar height dimensions for each layer. Stones shall have face and sides perpendicular to each other or angles that will match adjacent stone to achieve a tight fit. Stones intended for each layer shall be marked on the back to identify exact location in the finished work.
3. The Owner's Representative reserves the right to inspect the quarry operations at any time to check for compliance to the specifications.
4. All Stepped Stone shall be produced from the same quarry.



B. Test Section

1. General

- a. The initial stepped stone revetment section will be considered as a test section. The purpose of the test sections will be to establish an in-the-field standard, built in accordance with the requirements of the contract documents, to which the remainder of the stepped stone revetment shall be constructed. The Contractor will make whatever modifications are necessary to placement procedures such that this standard will be achieved consistently during construction of the remainder of the revetment.

2. Execution

- a. The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.
- b. The Contractor shall make every effort to place the stone to the lines, grades and course thicknesses shown on the drawings.
- c. The Contractor's equipment and methods for handling each classification of stone shall be such that all placement requirements of this section are satisfied.

3. Approval

- a. The Contractor will be required to rework deficient portions of the test section to meet these requirements. If during construction of the test section, it becomes evident that the Contractor cannot achieve the required neat lines and course thicknesses due to the type of stone being used, modifications to the section will be made. Upon approval, the test section can be incorporated into the remaining work such that removal will not be necessary.

4. Modifications

- a. The Contractor will make any necessary modifications to placement equipment and procedures to achieve the specified in-place requirements.

C. Delivery, Storage and Handling

1. General

- a. The Contractor shall exercise care in the transportation of all stone materials to prevent cracking, splitting, spalling, etc., that would otherwise lead to rejection at the job site.
- b. The Contractor shall handle and store bedding stone material to ensure that stockpiles are not contaminated with other soils and materials, and to limit the segregation of material sizes.

## PRODUCTS

### A. General

1. Materials which have been delivered to the project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the project site at the Contractor's expense. Any damages to approved stone prior to substantial completion, due to Contractor or subcontractor operations, wave activity, or otherwise, shall be repaired by the Contractor at no additional cost to the Owner.

### B. Sources for Stone Blocks

1. The following listed sources have supplied materials that meet the quality requirements specified. All stone shall be produced from the sources listed below and meet the requirements of Article 2.06 and other requirements of these specifications:

Michels Materials, Valders, WI, 920-478-2084

Halquist Stone, Sussex, WI, 800-255-8811

Valders Stone and Marble, Inc., Valders, WI, 800-569-2156

### C. Material Quality

1. All stone shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying conditions, and shall be of a quality to ensure permanence of the structure in the climate in which it is to be used. The stone shall be durable, sound, and free from detrimental cracks, seams and other defects which tend to increase deterioration from natural causes or cause breakage in handling and/or placing. A high argillaceous or shale content is often indicative of poorer quality rock being more susceptible to weathering, abrasion, thin bedding, close fracturing and other undesirable rock properties.

### D. Other Sources

1. If the Contractor elects to use stone from a source not indicated as previously approved by the USACE, the material must be approved by the USACE and the Owner's Representative, prior to its production, for use on this project. This approval process may include any or all of the following, as directed by the Owner's Representative.
  - a. Test samples of the proposed stone shall be obtained by the Contractor at its own expense. Samples selected for testing shall be representative of material formations in the quarry to be used or being used on the project. The representative must be present and agree on the selection of all test samples prior to shipment. The Owner's Representative may personally select all samples if he so elects.
  - b. The samples shall be shipped or delivered by the Contractor, at its expense, to the Local Division Laboratory, U.S. Army Corps of Engineers.
  - c. Tests to which the material may be subject to include one or more of the following: petrographic examination; specific gravity; abrasion; absorption; wetting and drying; freezing and thawing; soundness; compressive strength; expansion; tensile strength; pulse velocity; gradation; water content; dry unit weight and total

porosity; elastic moduli; direct shear; and any other tests determined necessary to ensure that the stone is suitable for its intended use.

- d. The Contractor is responsible for allowing sufficient time for the testing to be completed such that there are no delays in construction.
- e. If the Contractor elects to use material from a source not previously approved, all costs incurred as a result of testing to verify material acceptability shall be the responsibility of the Contractor.

#### E. Quarry Operations

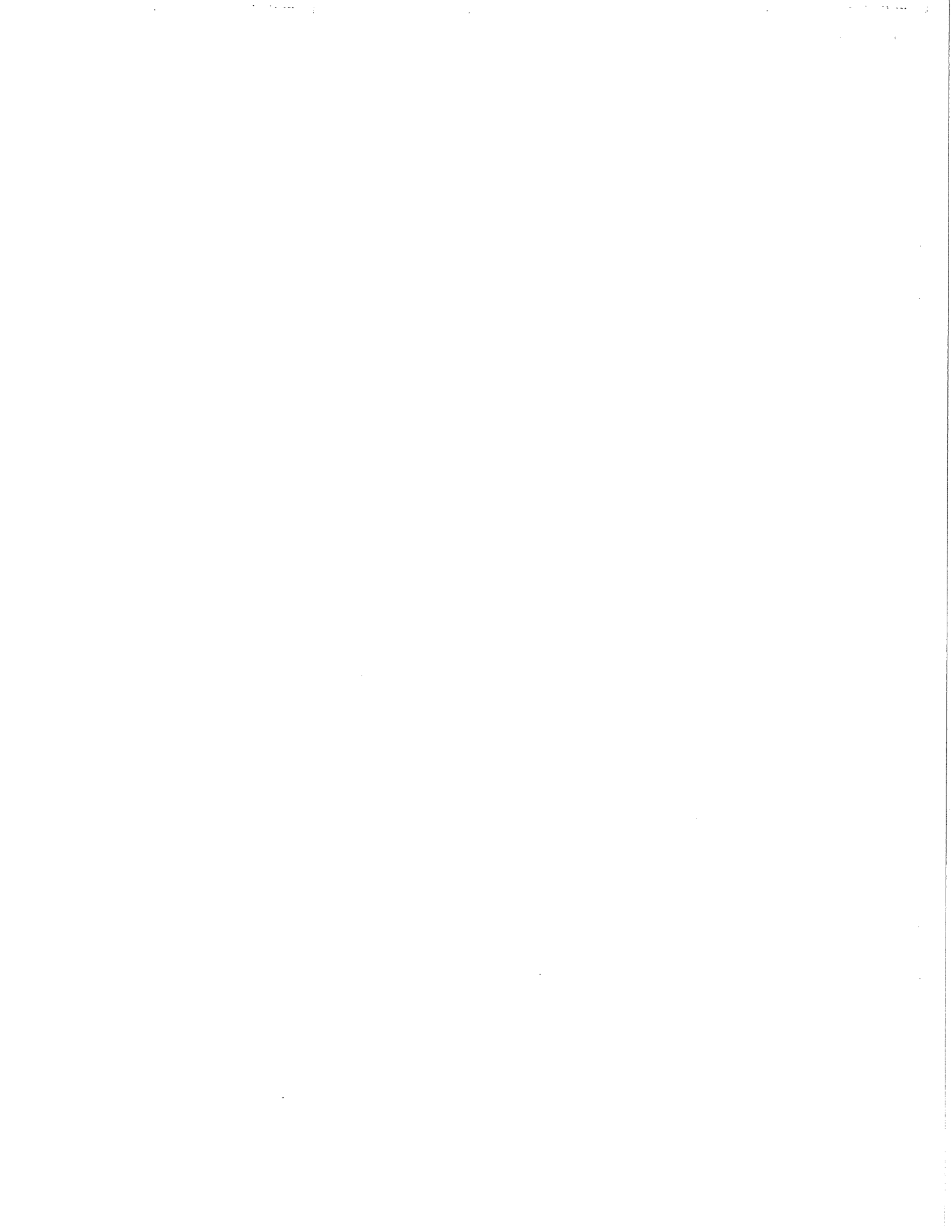
1. Quarry operations shall be conducted by the Contractor/supplier in a manner that will produce stone conforming to the requirements specified, and may involve selective quarrying, handling and loading as necessary. Blasting and handling of rock shall be controlled by the Contractor/supplier to produce stone of the size ranges and quality specified. Techniques such as the use of proper hole diameter, hole depth, hole angle, burden and spacing distances, types and distribution of explosives, delay interval and sequence, removal of muck piles between each shot and special handling techniques will be required as necessary to produce the specified materials. All specifications of blasting operations shall be specifically designed so that the end product is not damaged from the blasting technique and that the stone is suitable for the intended purpose.
2. All sedimentary quarry stone from any source shall be stockpiled at the quarry a minimum of 48 hours prior to shipment to the project site. No stone production shall be allowed prior to 1 April or after 1 November, unless quarry history is available to ensure that durable stone can be quarried in freezing temperatures.

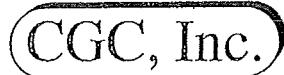
#### **METHOD OF MEASUREMENT**

Stepped Stone Revetment shall be measured by the linear foot of steps acceptably completed, as measured along the reference line. Only accepted work will be measured for payment.

#### **BASIS OF PAYMENT**

Costs for Stepped Stone Revetment shall be measured as described above and shall be paid at the contract price which shall be full compensation for all materials, labor and equipment necessary for a complete installation including preparation of the bed and stone steps as defined herein, but not including filter fabric, clear stone, or ECRM above the steps.





Construction • Geotechnical  
Consulting Engineering/Testing

January 17, 2012  
C11054-47

Ms. Lisa Coleman, P.E.  
City of Madison Engineering Dept.  
City-County Building, Room 115  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703-3345

Re: Geotechnical Services  
Paunack Park Shoreline Improvements  
Madison, Wisconsin

Dear Ms. Coleman:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, two soil borings were drilled along the Squaw Bay shoreline within the subject park. The borings were performed on December 9, 2011 at locations selected by City personnel. The borings were marked out in the field by CGC personnel prior to drilling and are shown on a boring location plan provided to us (copy attached in Appendix A). Elevations at the boring location were not obtained but can be at a later date upon request. The following paragraphs discuss our observations and provide opinions relative to utility construction.

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

The borings were drilled to depths selected by City personnel utilizing the services of J&J Soil Testing (under subcontract to CGC) using a truck-mounted, rotary CMB-45 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 location. 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).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made at the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was encountered approximately 2.5 to 4.7 ft below ground surface at the boring locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, adjacent Lake Monona stages, etc. 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



Ms. Lisa Coleman  
City of Madison Engineering Dept.  
January 17, 2012  
Page 2

desired by the City). 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.

The attached boring logs indicate that somewhat variable soil conditions exist at the boring locations. At B1, 2.5 ft of clayey to sandy fill (including topsoil) was present over approximately 2 ft of sedimentary peat. The peat was underlain by 5.5 ft of granular soils, which extended to the full depth at the boring location. At B2, 1 ft of clay fill was present over 1.5 ft of granular fill. The fill materials were underlain by 7.5 ft of organic to sandy silts, which extended to the full depth at the boring location. Note a thin (<1 ft) layer of sand was encountered between the organic and sandy silt. Please refer to the final logs included in Appendix A for additional information specific to the boring location.

### CONSTRUCTION DISCUSSION

The groundwater levels observed at the boring locations will be one of the primary concerns for this project. We anticipate that dewatering will be necessary to construct below-grade features due to shallow water levels and the adjacent lake. Furthermore, the dewatering efforts may require well points rather than sump pits that are typically used, depending on the actual depth of the installation. Sump pits generally are sufficient for drawdowns of 2 ft or less and well points are necessary for deeper drawdowns. Additional details can be provided upon request. Where backfill is needed, we recommend sand be used that is densified to a compaction level of at least 95% (ASTM D1557) that is placed per Appendix B guidelines.

We understand a new storm sewer outfall is planned in the area of Boring 1. *We recommend that all peat/organic soils be removed from beneath the proposed structure.* In addition, a geotextile should be placed between the underlying sands and storm sewer bedding material. Note that while the boring log indicates a water level of 4.5 ft below ground surface shortly after drilling, it is likely that an excavation open for an additional period of time would exhibit a shallower level consistent with adjacent lake levels.

Regarding rip-rap placement, a geotextile filter fabric should be placed between the rip-rap and underlying materials. A fabric can be recommended when details of construction are developed. Some settlement of the rip-rap should be anticipated due to the presence of the compressible organic soils (especially the peat) encountered at both of the boring locations.



Ms. Lisa Coleman  
City of Madison Engineering Dept.  
January 17, 2012  
Page 3

Excavation of the sand slopes above the water table are considered temporarily stable per OSHA requirements at a 1.5H:1V slope. They should be flattened to a 2.5H:1V slope for permanent slopes, or even flatter if to be mowed. Slopes below the water table would likely be adequate at a 5H:1V to 10H:1V angle, which are typical for shoreline environments.

\*\*\*\*\*

We appreciate this opportunity to be of service on this project and look forward to working with you should further assistance be necessary as the job proceeds. Other information regarding this report and its limitations is included in Appendix C.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

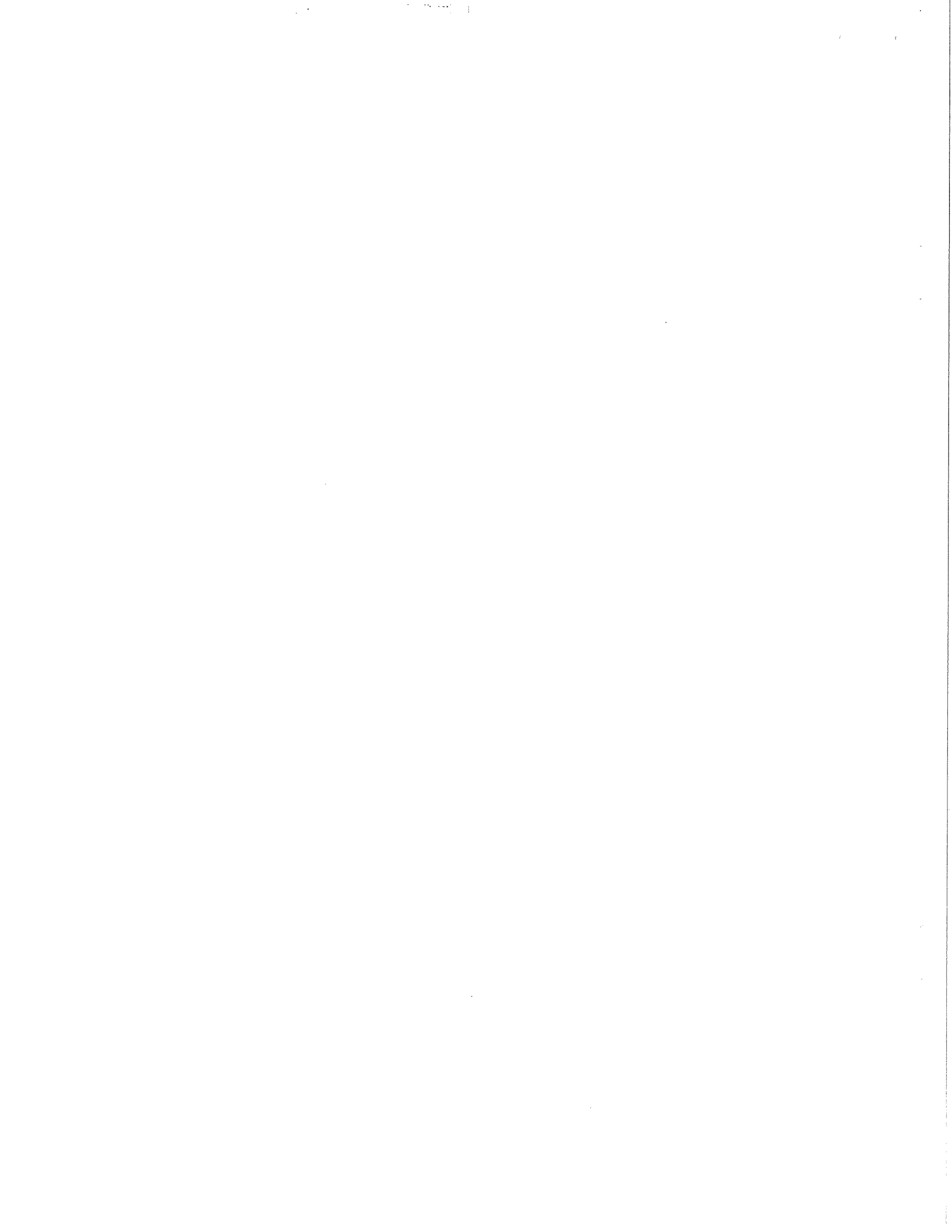
**CGC, Inc.**

A handwritten signature in black ink, appearing to read "Michael N. Schultz".

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

Encl: As stated

cc: Ms. Janet Pien City of Madison, Eng. Division





**APPENDIX A**

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



Legend

⊞ Denotes Boring Location (approximate)



Notes

1. Soil borings performed by J&J Soil Testing in December 2011

DWN: -	APP'D: MNS	Date: 1/12	C11054-47
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CGC, Inc.

**SOIL BORING LOCATION PLAN**  
 Paunack Park Shoreline Improvements  
 Madison, Wisconsin



# LOG OF TEST BORING

Project Paunack Park Shoreline  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C11054-47  
 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.	RE DEPTH (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1	2	M	9		FILL: 5" Black Clayey Topsoil to 0.5' Brown Clay with Gravel to 1.0'  Black Sandy TOPSOIL to 2.5'  Loose, Dark Brown Sedimentary PEAT, Some Sand and Shells (PT)					
2	15	M/W	5		Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
3	18	W	17							
4	18	W	16							
					10	End Boring at 10 ft  Borehole backfilled with bentonite chips				
					15					

WATER LEVEL OBSERVATIONS	
While Drilling $\nabla$ <u>4.7'</u>	Upon Completion of Drilling <u>4.5'</u>
Time After Drilling _____	_____
Depth to Water _____	_____ $\nabla$
Depth to Cave in _____	_____

GENERAL NOTES	
Start <u>12/9/11</u>	End <u>12/9/11</u>
Driller <u>J&amp;J</u>	Chief <u>JP</u> Rig <u>CME-45</u>
Logger <u>JP</u>	Editor <u>ESF</u>
Drill Method <u>2 1/4" HSA</u>	

The stratification lines represent the approximate boundary between

# LOG OF TEST BORING



Project Paunack Park Shoreline  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C11054-47  
 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
					0	FILL: Brown Clay to 1'				
1		12	M	9	9	Dark Brown Sand & Gravel to 2.5'				
					10	Very Loose, Gray Organic SILT, Some Sand and Shells (OL)				
2AB		18	M	3	13	Very Loose, Brown Fine to Medium SAND, Trace Silt and Gravel (SP)				
					14	Medium Dense, Gray Sandy SILT, Little Gravel (ML)				
3		10	M	14	14	Very Loose to Loose, Brown Sandy SILT, Trace Gravel (ML)				
4		18	W	4	18	End Boring at 10 ft				
					10	Borehole backfilled with bentonite chips				

### WATER LEVEL OBSERVATIONS

While Drilling  2.5' Upon Completion of Drilling 2.5'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 12/9/11 End 12/9/11  
 Driller J&J Chief JP Rig CME-45  
 Logger JP Editor ESF  
 Drill Method 2 1/4" HSA

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

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

ORGANIC CONTENT BY COMBUSTION METHOD

PLASTICITY

Soil Description	Loss on Ignition	Term	Plastic Index
Non Organic	Less than 4%	None to Slight	0-4
Organic Silt/Clay	4-12%	Slight	5-7
Sedimentary Peat	12-50%	Medium	8-22
Fibrous and Woody Peat	More than 50%	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--Drive 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>u</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<sup>d</sup><sub>u</sub>** 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<sup>d</sup><sub>u</sub>** 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;  $C_c = \frac{(D_{30})^2}{D_{10}D_{60}}$  between 1 and 3

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

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

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

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

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

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

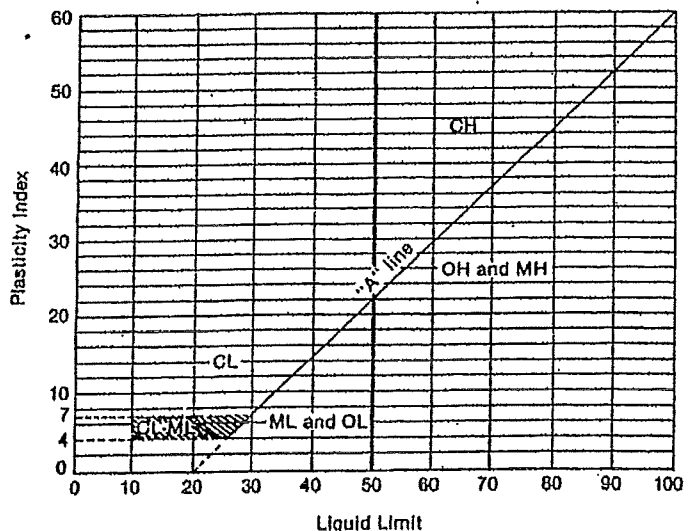
**SM** Atterberg limits below "A" line or P.I. less than 4

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

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

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**

**RECOMMENDED COMPACTED FILL SPECIFICATIONS**

## APPENDIX B

### CGC, INC.

## RECOMMENDED COMPACTED FILL SPECIFICATIONS

### General Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

### Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

### Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

### Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

### Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.



**Table 1**  
**Gradation of Special Fill Materials**

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight							
6 in.	100							
5 in.		90-100						100
3 in.			90-100					
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55	75 (2)		
No. 40			5-20	8-28	10-35	15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

**Notes:**

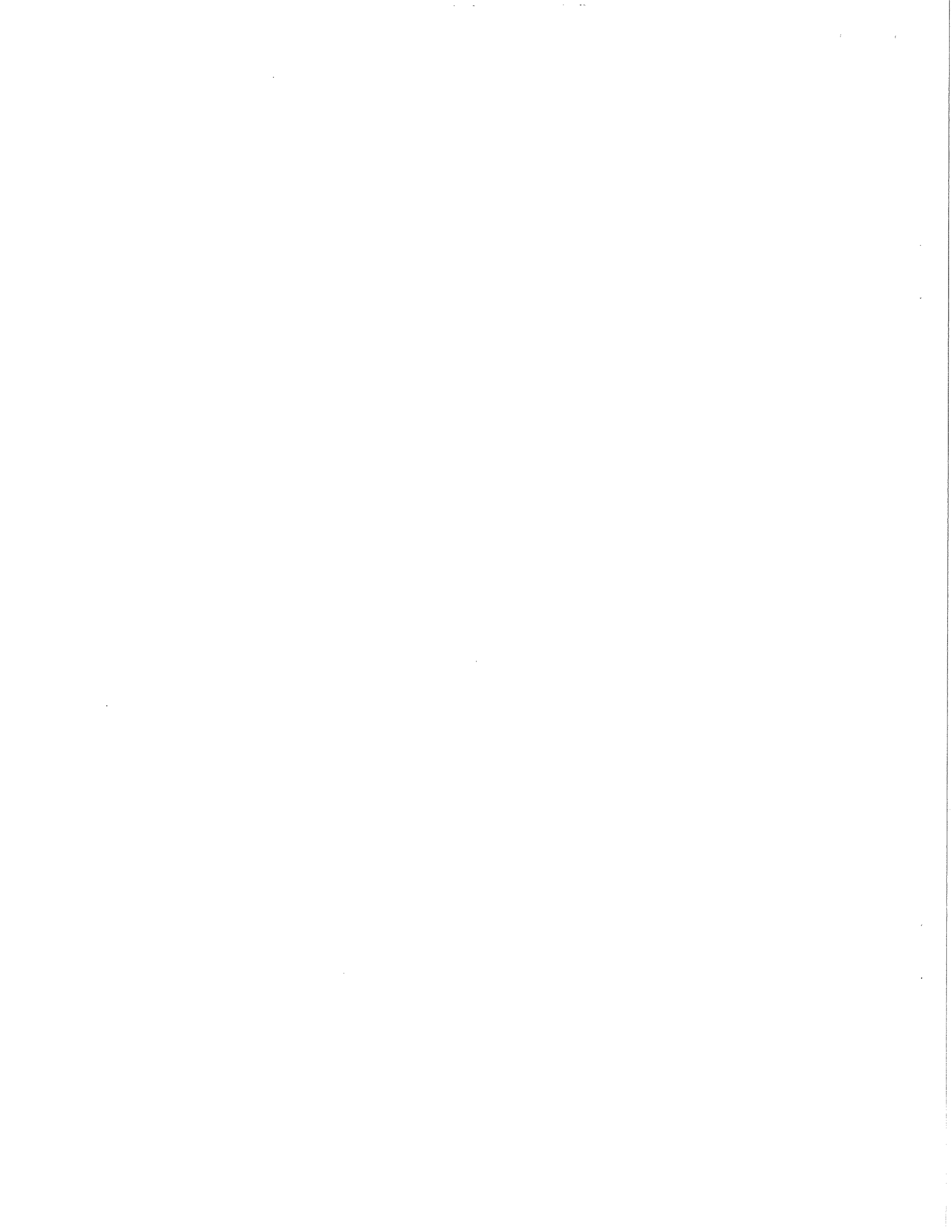
- Reference: Wisconsin Department of Transportation *Standard Specifications for Highway and Structure Construction*.
- Percentage applies to the material passing the No. 4 sieve, not the entire sample.
- Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

**Table 2**  
**Compaction Guidelines**

Area	Percent Compaction (1)	
	Clay/Silt	Sand/Gravel
<b><u>Within 10 ft of building lines</u></b>		
Footing bearing soils	93 - 95	95
Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab and thicker fill zones	92	95
<b><u>Beyond 10 ft of building lines</u></b>		
Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
Landscaping	85	90

**Notes:**

- Based on Modified Proctor Dry Density (ASTM D 1557)



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

## APPENDIX C DOCUMENT QUALIFICATIONS

### I. GENERAL RECOMMENDATIONS/LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

#### SUBSURFACE CONDITIONS CAN CHANGE

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

#### MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

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

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

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

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

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

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

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

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

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

## **READ RESPONSIBILITY PROVISIONS CLOSELY**

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

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

## **GEOENVIRONMENTAL CONCERNS ARE NOT COVERED**

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

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

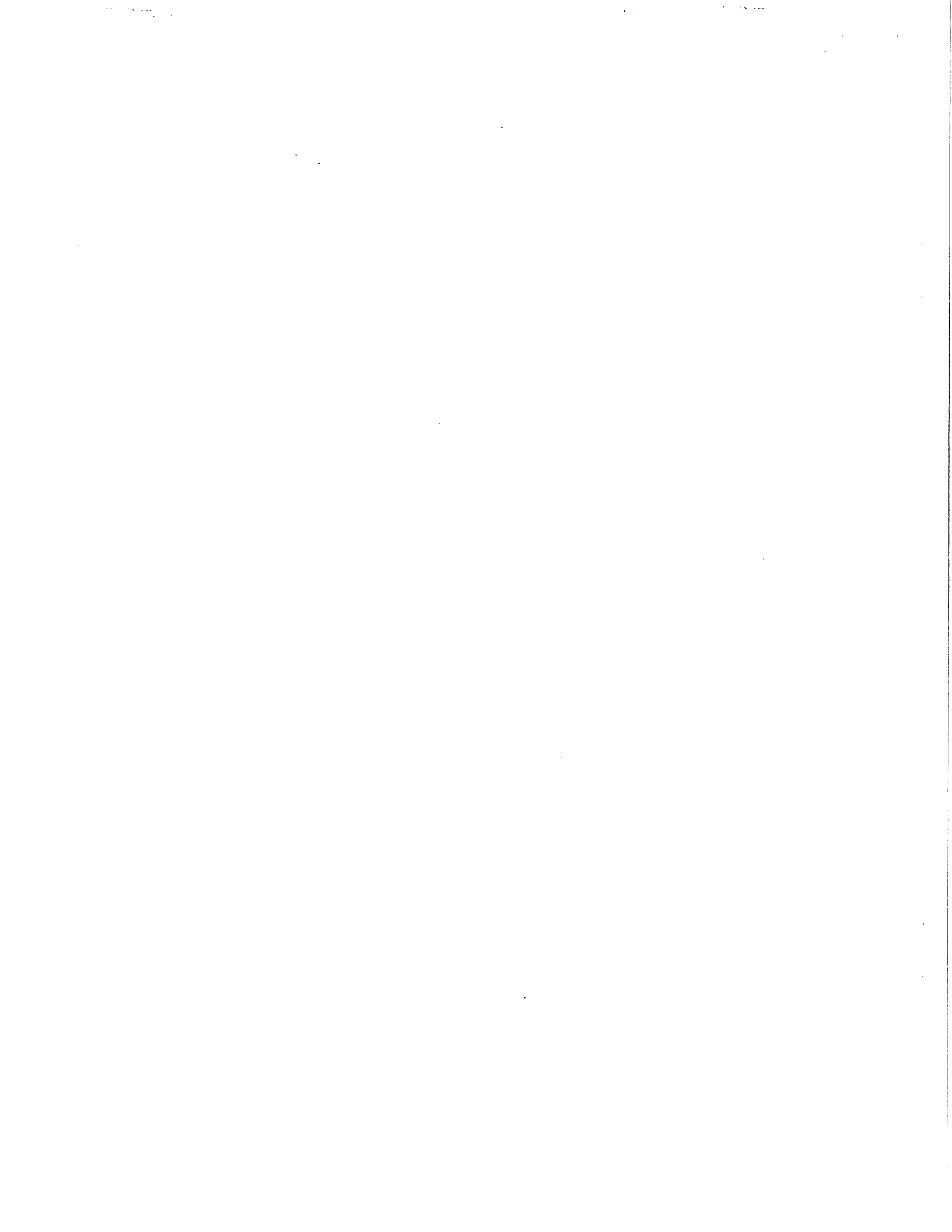
Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive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

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

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

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



SECTION E: PROPOSAL

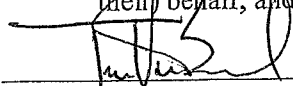
PAUNACK PARK SHORELINE  
CONTRACT NO. 6834

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 - 2013 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 Badgerland Excavating Corp  
(name of corporation, partnership, or person submitting bid)  
a corporation organized and existing under the laws of the State of Wisconsin a  
partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of  
the City of Madison; State of WI; 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  
President  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this  
10<sup>th</sup> day of April, 2013  
Shee J Paulson  
\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/29/14  
Bidders shall not add any conditions or qualifying statements to this Proposal.

**PAUNACK PARK SHORELINE  
CONTRACT NO. 6834**

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

*N/A*

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

*Tim Van Bommel*

Signature of Authorized Officer

*[Signature]*

Date Signed

*4/12/13*

Name of Corporation, Partnership or Sole Proprietorship

*Badgerland Excavating Corp*

Street Address or P O Box

*PO Box 258018*

City

*Madison*

State

*WI*

Zip Code

*53725*

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



PAUNACK PARK SHORELINE  
CONTRACT NO. 6834

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.

**PAUNACK PARK SHORELINE  
CONTRACT NO. 6834**

**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 checked="" type="checkbox"/>	Construction Craft Laborer	2	<input checked="" 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 checked="" type="checkbox"/>	Heavy Equipment Operator / Operating Engineer	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Insulation Worker (Heat & Frost)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Iron Worker (Assembler, Metal Bldgs)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Painter & Decorator		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plasterer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Plumber		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Residential Electrician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Roofer & Waterproofer		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sheet Metal Worker		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sprinklerfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Refrigeration)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Steamfitter (Service)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Taper & Finisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Telecommunications (Voice, Data & Video) Installer-Technician		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tile Setter		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## PROPOSAL

*Badgerland Excavating Corp*  
NAME OF BIDDER

## PAUNACK PARK SHORELINE

Contract No. 6834

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
<b>ACCOUNT NO. ESTM-58270-810388-00-53W1375</b>					
10702	TRAFFIC CONTROL FOR STORM SEWER INSTALLATION	1	LUMP SUM	\$ 250.00	\$ 250.00
10912	MOBILIZATION FOR STORM SEWER INSTALLATION	1	LUMP SUM	\$ 6,000.00	\$ 6,000.00
20101	EXCAVATION CUT	157	C.Y.	\$ 24.00	\$ 3,768.00
20202	FILL BORROW (UNDISTRIBUTED)	5	C.Y.	\$ 50.00	\$ 250.00
20217	CLEAR STONE	50	TON	\$ 15.00	\$ 750.00
20221	TOPSOIL	697	S.Y.	\$ 3.00	\$ 2,091.00
20230	HEAVY RIPRAP (GLACIAL STONE) IMPORT	261	TON	\$ 35.00	\$ 9,135.00
20233	RIPRAP FILTER FABRIC, TYPE HR	585	S.Y.	\$ 3.00	\$ 1,755.00
20701	TERRACE SEEDING	697	S.Y.	\$ 1.50	\$ 1,045.50
21001	EROSION CONTROL PLAN & IMPLEMENTATION	1	EACH	\$ 500.00	\$ 500.00
21002	EROSION CONTROL INSPECTION	3	EACH	\$ 25.00	\$ 75.00
21013	STREET SWEEPING	1	LUMP SUM	\$ 250.00	\$ 250.00
21017	SILT SOCK (8 INCH) - COMPLETE (UNDISTRBUTED)	100	L.F.	\$ 3.00	\$ 300.00
21021	SILT FENCE - COMPLETE	300	L.F.	\$ 2.00	\$ 600.00
21052	POLYMER STABILIZATION	600	S.Y.	\$ 0.10	\$ 60.00
21061	EROSION MATTING, CLASS I, URBAN TYPE A - ORGANIC	697	S.Y.	\$ 1.50	\$ 1,045.50
21072	EROSION MATTING, CLASS II, URBAN TYPE B - ORGANIC	188	S.Y.	\$ 2.00	\$ 376.00
21081	EROSION MATTING, CLASS III, TYPE A	538	S.Y.	\$ 3.50	\$ 1,883.00
40201	HMA PAVEMENT TYPE E-0.3	65	TON	\$ 105.00	\$ 6,825.00
40311	PULVERIZE AND SHAPE	360	S.Y.	\$ 7.00	\$ 2,520.00
40321	UNDERCUT (UNDISTRIBUTED)	20	S.Y.	\$ 20.00	\$ 400.00
50498	JOINT TIES	4	EACH	\$ 50.00	\$ 200.00
50622	19 INCH X 30 INCH HERCP AE GATE	1	EACH	\$ 1,000.00	\$ 1,000.00

PAUNACK PARK SHORELINE

Contract No. 6834

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
90030	HEAVY RIPRAP (GLACIAL STONE) PLACEMENT	327	TON	\$ 10.00	\$ 3,270.00
90031	TOPSOIL IN GLACIAL STONE	240	L.F.	\$ 7.00	\$ 1,680.00
90032	NO-MOW/RIPRAP SEEDING	163	S.Y.	\$ 2.00	\$ 326.00
90033	REMOVE CONCRETE PIER	1	LUMP SUM	\$ 800.00	\$ 800.00
90034	TEMPORARY FENCING	120	L.F.	\$ 2.00	\$ 240.00
90035	STEPPED STONE REVETMENT	30	L.F.	\$ 68.00	\$ 2,040.00
<b>GRAND TOTAL</b>					<b>\$49,435.00</b>

*Jpt*



The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

BADGERLAND EXCAVATING LLC

of 2972 DUNMORE STREET FITCHBURG, WI 53711

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF MADISON

of 210 MARTIN LUTHER KING JR BLVD ROOM 115 MADISON, WI 53703

(hereinafter called the Obligee) in the penal sum of

FIVE PERCENT OF BID

Dollars \$ 5% OF BID lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated APRIL 10, 2013 for PAUNACK PARK SHORELINE

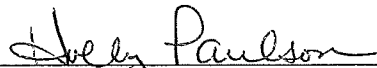
NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: APRIL 10, 2013

BADGERLAND EXCAVATING LLC  
(Principal)

By:   
TIM VAN BOMMEL

The Ohio Casualty Insurance Company

By:   
HOLLY PAULSON (Attorney-in-Fact)

Principal: BADGERLAND EXCAVATING LLC

POWER OF ATTORNEY

Agency Name: R & S Insurance Agency, Inc.

THE OHIO CASUALTY INSURANCE COMPANY

Obligee: CITY OF MADISON

Agent Code: 481238

Bond Number:

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Holly Paulson, Mark Rostowfske, Bruce Rostowfske of Stoughton, Wisconsin its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



STATE OF WASHINGTON  
COUNTY OF KING

Gregory W. Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington  
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15<sup>th</sup> day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 10TH day of APRIL 2013



David M. Carey Assistant Secretary

## SECTION G: AGREEMENT

THIS AGREEMENT made this 6<sup>th</sup> day of May in the year Two Thousand and Thirteen between BADGERLAND EXCAVATING CORPORATION 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 APRIL 30, 2013, 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:

### PAUNACK PARK SHORELINE CONTRACT NO. 6834

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 FORTY NINE THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS(\$ 49,435.00 ) 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.

**PAUNACK PARK SHORELINE  
CONTRACT NO. 6834**

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

Countersigned:

*[Signature]* 5/16/13  
Witness Date

*[Signature]* 5/16/13  
Witness Date

BADGERLAND EXCAVATING CORP.  
Company Name

*[Signature]* 5/16/13  
President Date

*[Signature]* 5/16/13  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

*[Signature]*  
Finance Director

*[Signature]*  
City Attorney

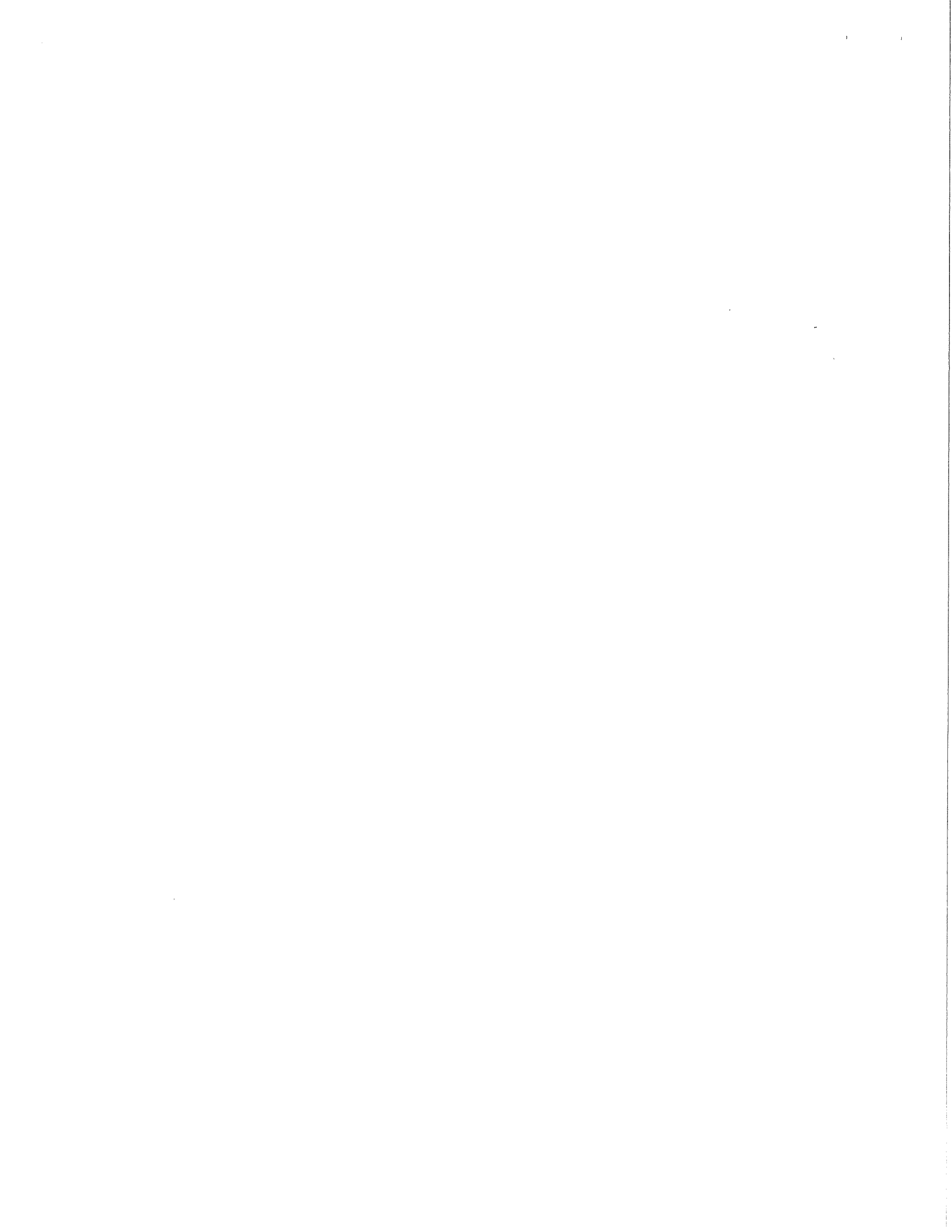
Signed this 28<sup>th</sup> day of May

*[Signature]* <sup>20</sup> <sup>13</sup>  
Mayor Date

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]* 5-21-13  
City Clerk Date



**SECTION H: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we BADGERLAND EXCAVATING CORP. as principal, and THE OHIO CASUALTY INSURANCE COMPANY Company of FAIRFIELD, OHIO as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY NINE THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS (\$ 49,435.00 ), 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:

**PAUNACK PARK SHORELINE  
CONTRACT NO. 6834**

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 6TH day of MAY, 2013

Countersigned:

[Signature]  
Witness  
[Signature]  
Secretary

BADGERLAND EXCAVATING CORP.  
Company Name (Principal)  
[Signature]  
President TIM VAN BOMMEL Seal

Approved as to form:

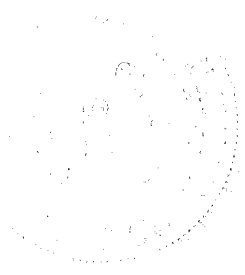
[Signature]  
City Attorney

THE OHIO CASUALTY INSURANCE COMPANY  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact HOLLY PAULSON

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 688382 for the year 20 13, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

MAY 6, 2013  
Date

[Signature]  
Agent HOLLY PAULSON





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5795011

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

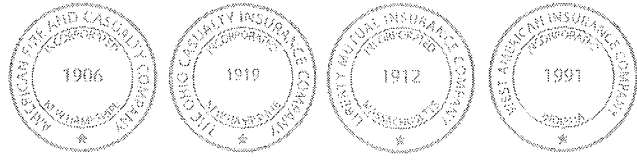
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holly Paulson; Mark Rostowfske; Bruce Rostowfske

all of the city of Stoughton state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

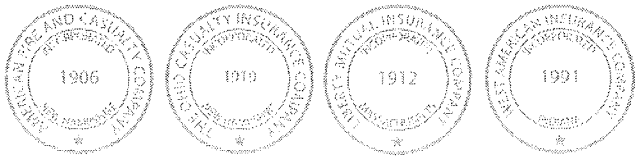
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

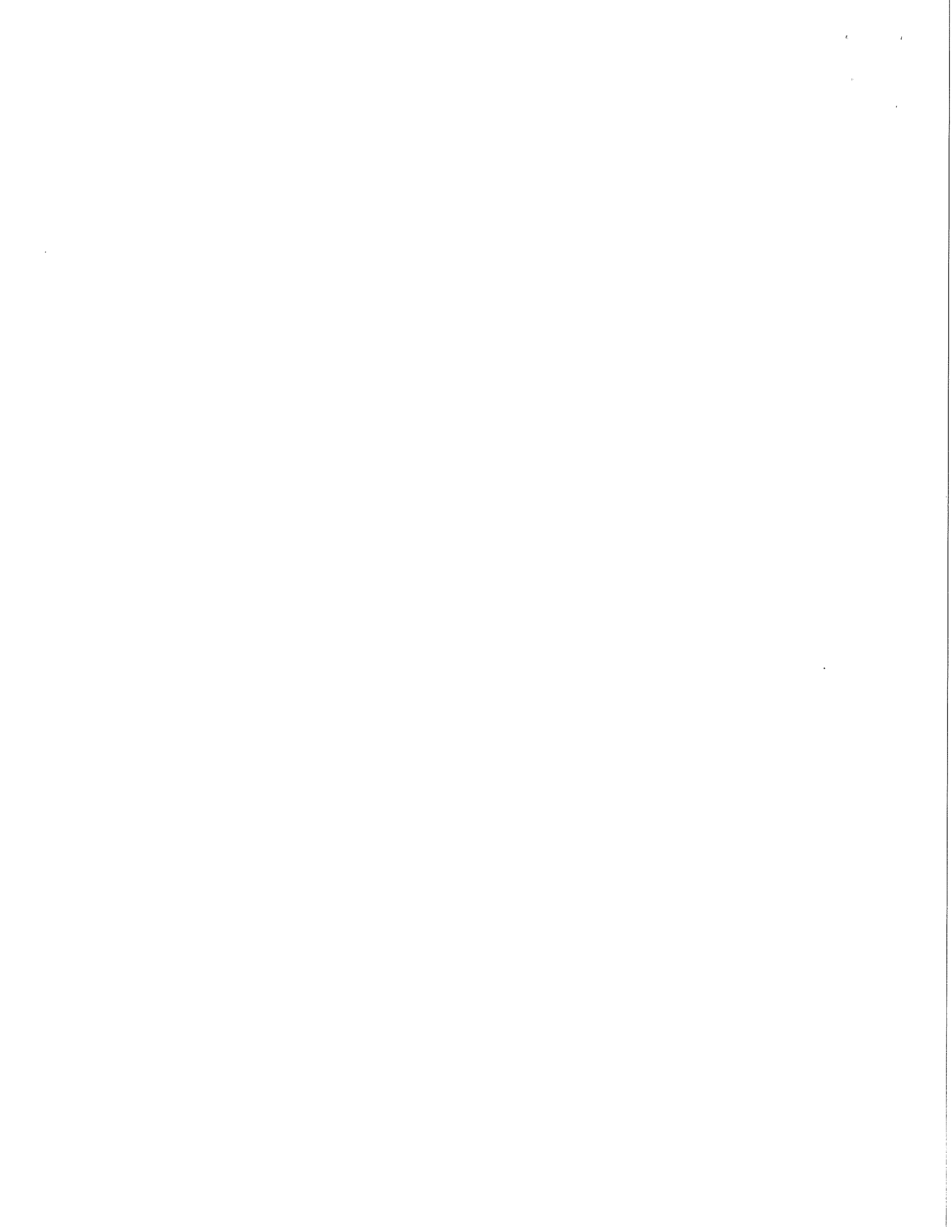
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6<sup>th</sup> day of May, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# 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. 2012001051

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



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

## TRUCK DRIVERS

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

## LABORERS

Fringe Benefits Must Be Paid On <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 \$.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

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curling 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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
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				
<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	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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$.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 <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>
		\$	\$	\$
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 <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>
		\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or 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

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> \$
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); Manhole; 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); Slideboom; 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	Boller (Temporary Heat); Forklift; Greaser; Oiler.	29.19	17.96	47.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01



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

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

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

**SKILLED TRADES**

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

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle 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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2012; 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; Travelling 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 Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson 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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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-Alre 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 Chlp Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing 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 Chlpper; 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

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>	\$	\$	\$
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Asslstant 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 Asslstant 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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day:	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

#### TRUCK DRIVERS

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

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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 Chlp Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curling Machine. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

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

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

Fringe Benefits Must Be Paid On <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, Timber, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Alre 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 Driller; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chlp Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p>	31.52	17.89	49.41
555	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p>	32.67	18.55	51.22
556	Fiber Optic Cable Equipment.	22.00	7.27	29.27

**RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

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

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	27.00	2.47	29.47
102	Bollermaker	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	Roofer or Waterproofer	29.85	1.55	31.40
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.45	4.11	26.56
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	13.36	37.32
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	23.96	12.88	36.84
146	Well Driller or Pump Installer	15.10	12.38	27.48
147	Siding Installer	18.80	1.42	20.22

## TRUCK DRIVERS

Fringe Benefits Must Be Paid On <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

## 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	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

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Borling 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, TImbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manholst; Material or Stack Holst; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rlg; 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 \*\*\*\*\*