

ROUTING: Routine

Contract Routing Form

printed on: 06/22/2015

Contract between: DRAX, INC.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Tenney Lagoon Shoreline Restoration & Tenney Park (E Johnson St) Bike Path

Contract No.: 7386
Enactment No.: RES-15-00544
Dollar Amount: 823,000.00

File No.: 38633
Enactment Date: 06/19/2015

(Please DATE before routing)

Contract approved & posted in Muni's KLSV

Signatures Required	Date Received	Date Signed
City Clerk	6.22.15	6-22-2015
Director of Civil Rights	6.22.15	6/29/15 MDC
Risk Manager	06-29-2015	6/29/15 RLV
Finance Director	6.29-15 KLSV	6-30-15
City Attorney	817 7-01-15	7-6-2015
Mayor	7-6-15	7-7-15

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

Original + 2 Copies

06/22/2015 10:47:12 enjls - Sally Swenson, 266-4862

2014 Budget Carryover to
Project 10529 of \$145K

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: see above
AA Plan: EXEMPT: 3-1-16
Amendment / Addendum #
Type: POS / Dvp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #: 38633 Version: 1

Name:

Awarding Public Works Contract No. 7386, Tenney Lagoon Shoreline Restoration and Tenney Park (E. Johnson St.) Bike Path.

Type: Resolution

Status: Passed

File created: 5/26/2015

In control: BOARD OF PUBLIC WORKS

On agenda: 6/16/2015

Final action: 6/16/2015

Enactment date: 6/19/2015

Enactment #: RES-15-00544

Title: Awarding Public Works Contract No. 7386, Tenney Lagoon Shoreline Restoration and Tenney Park (E. Johnson St.) Bike Path.

Sponsors: BOARD OF PUBLIC WORKSAttachments: 1. Contract 7386.pdf

History (3) Text

3 records Group Export						
Date	Ver.	Action By	Action	Result	Action Details	Watch
6/16/2015	1	<u>COMMON COUNCIL</u>			Not available	Not available
6/3/2015	1	<u>BOARD OF PUBLIC WORKS</u>			Not available	Not available
5/26/2015	1	<u>Engineering Division</u>	Refer		<u>Action details</u>	Not available

KLSV
SDR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7386

TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST.) BIKE PATH

DRAX, INC.

KLSV
\$823,000.00

Acct. No. 10463-51-130: 54250(91223) \$191,290.22

Acct. No. 10332-84-174-84300:54250(91223) \$495,011.73
Contingency± 65,840.00
Sub Total \$560,851.73

Acct. No. 10529-403-172: 54440(91226) \$136,698.05

GRAND TOTAL \$888,840.00

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

Friday, July 3, 2015

CRAWFORD, JEREMY JOHN
BROOKLYN PARK MN

License Status: Active
License No: 2505634
NPN No: 7234863
Effective Date: 08-23-2007
Expiration Date: 04-30-2016
License Type: Non-Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Casualty	Non-Resident	08-23-2007	Active
Property	Non-Resident	08-23-2007	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Contractors Indemnity Company	CAS/Active	11-30-2007		
American Safety Casualty Insurance Company	CAS/Inactive	12-11-2012	07-23-2014	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-11-2012	07-23-2014	Vol. Surrender per Agent Rqst
Capitol Indemnity Corporation	CAS/Active	01-06-2010		
	PROP/Active	01-06-2010		
Guarantee Company of North America USA, The	CAS/Active	06-27-2014		
Hudson Insurance Company	CAS/Active	10-16-2013		
	PROP/Active	10-16-2013		
Philadelphia Indemnity Insurance Company	CAS/Active	11-12-2013		
	PROP/Active	11-12-2013		
	SUR/Active	11-12-2013		
Platte River Insurance Company	CAS/Active	01-06-2010		
	PROP/Active	01-06-2010		
U.S. Specialty Insurance Company	CAS/Active	12-01-2009		
ULLICO Casualty Company	CAS/Inactive	03-04-2009	05-30-2013	Canceled
	PROP/Inactive	03-04-2009	05-30-2013	Canceled

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you

have any concerns with any of the agents or agencies listed.

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

Wednesday, June 17, 2015

WILLIAMS, MICHAEL D
ST LOUIS PARK MN

License Status: Active
License No: 2394946
NPN No: 1542418
Effective Date: 11-29-2000
Expiration Date: 03-31-2016
License Type: Non-Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Casualty	Non-Resident	12-01-2000	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACE American Insurance Company	CAS/Inactive	08-11-2004	06-12-2006	Vol. Surrender per Agent Rqst
American Contractors Indemnity Company	CAS/Active	12-01-2009		
American Safety Casualty Insurance Company	CAS/Inactive	12-11-2012	07-23-2014	Vol. Surrender per Agent Rqst
Capitol Indemnity Corporation	CAS/Active	01-04-2010		
Contractors Bonding and Insurance Company	CAS/Inactive	09-17-2002	03-28-2014	Inadequate Production
Guarantee Company of North America USA, The	CAS/Active	06-27-2014		
Hartford Accident and Indemnity Company	CAS/Inactive	09-20-2007	10-31-2008	Canceled
Hartford Casualty Insurance Company	CAS/Inactive	09-20-2007	10-31-2008	Canceled
Hartford Fire Insurance Company	CAS/Inactive	09-20-2007	10-31-2008	Canceled
Hartford Insurance Company of the	CAS/Inactive	09-20-2007	10-31-2008	Canceled

Midwest				
Hartford Underwriters Insurance Company	CAS/Inactive	09-20-2007	10-31-2008	Canceled
Hudson Insurance Company	CAS/Active	10-16-2013		
Indemnity Insurance Company of North America	CAS/Inactive	08-11-2004	06-12-2006	Vol. Surrender per Agent Rqst
Navigators Insurance Company	CAS/Inactive	09-24-2002	04-30-2008	Canceled
Philadelphia Indemnity Insurance Company	AUTO/Active	11-12-2013		
	CAS/Active	11-12-2013		
	SUR/Active	11-12-2013		
Platte River Insurance Company	CAS/Active	08-15-2007		
Sentinel Insurance Company, Ltd.	CAS/Inactive	09-20-2007	10-31-2008	Canceled
Travelers Casualty and Surety Company of America	CAS/Active	04-23-2014		
Twin City Fire Insurance Company	CAS/Inactive	09-20-2007	10-31-2008	Canceled
U.S. Specialty Insurance Company	CAS/Active	12-01-2009		
ULLICO Casualty Company	CAS/Inactive	03-04-2009	05-30-2013	Canceled
West Bend Mutual Insurance Company	CAS/Inactive	10-19-2009	07-18-2014	Canceled
Westchester Fire Insurance Company	CAS/Inactive	08-11-2004	06-12-2006	Vol. Surrender per Agent Rqst

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

\$823,000
FILE

BID OF DRAX, INC.

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TENNEY LAGOON SHORELINE RESTORATION &
TENNEY PARK (E. JOHNSON ST) BIKE PATH

CONTRACT NO. 7386

PROJECT NO. 53W1820/53W1679

MUNIS NO. 10332/10529

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 16, 2015

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**TENNEY LAGOON SHORELINE RESTORATION AND
TENNEY PARK (E. JOHNSON ST.) BIKE PATH
CONTRACT NO. 7386**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: scs

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST.) BIKE PATH
CONTRACT NO.:	7386
SBE GOAL	10%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	May 15, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	May 15, 2015
BID SUBMISSION (1:00 P.M.)	May 22, 2015
BID OPEN (1:30 P.M.)	May 22, 2015
PUBLISHED IN WSJ	May 8, 2015 & May 15, 2015

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 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, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)l. of the 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 General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

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 thereof 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 or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, 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. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

PREVAILING WAGE RATES

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

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. Flat Work
221 ☐ Concrete Bases and Other Concrete Work
222 ☐ Concrete Removal
225 ☐ Dredging
230 ☐ Fencing
235 ☐ Fiber Optic Cable/Conduit Installation
240 ☒ Grading and Earthwork
241 ☐ Horizontal Saw Cutting of Sidewalk
242 ☐ Infrared Seamless Patching
245 ☐ Landscaping, Maintenance
250 ☐ Landscaping, Site and Street
251 ☐ Parking Ramp Maintenance
252 ☐ Pavement Marking
255 ☐ Pavement Sealcoating and Crack Sealing
260 ☐ Petroleum Above/Below Ground Storage Tank Removal/Installation
262 ☐ Playground Installer
265 ☐ Retaining Walls, Precast Modular Units

- 270 ☐ Retaining Walls, Reinforced Concrete
275 ☐ Sanitary, Storm Sewer and Water Main Construction
276 ☐ Sawcutting
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
320 ☐ Traffic Signals
325 ☐ Traffic Signing & Marking
332 ☒ Tree pruning/removal
333 ☐ Tree, pesticide treatment of
335 ☐ Trucking
340 ☐ Utility Transmission Lines including Natural Gas, Electrical & Communications
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/Tuck pointing

- 437 ☐ Metals
440 ☐ Painting and Wallcovering
445 ☐ Plumbing
450 ☐ Pump Repair
455 ☐ Pump Systems
460 ☐ Roofing and Moisture Protection
464 ☐ Tower Crane Operator
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: www.dhs.wisconsin.gov/Asbestos/Cert. 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 ☐ State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below

shall be deemed non-responsible and the bidder ineligible for award of this contract.

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST.) BIKE PATH CONTRACT NO. 7386

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: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

☐ Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are 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 or Heavy Construction
- ☒ Sewer, Water, or Tunnel Construction
- ☒ Local Street or Miscellaneous Paving Construction
- ☐ Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

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 \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

Work to be completed as part of this contract includes three distinct activities: ash tree removal, bike path reconstruction, and shoreline stabilization.

- Ash Tree Removal activities consist of removing approximately 250 mature ash trees from within the park. Trees scheduled for removal are shown on Sheets C-1 through C-5 and tree removal activities are described in Bid Items 20401 and 20403. In some instances, stumps will remain in place and be treated with herbicide. In other instances, root systems will be grubbed and disturbed areas will be regraded.
- Bike Path Reconstruction activities will consist of removing and replacing approximately 950 linear feet of the park path that parallels Johnson Street. The reconstructed path will be 10 feet wide, with 2-foot gravel shoulders on either side. Light poles and fixtures will be added to the southern portion of the path. Additionally, the sidewalk between Baldwin Street and Marston Avenue will be reconstructed to accommodate bike traffic.

- Shoreline Stabilization activities will consist of stabilizing approximately 6000 linear feet of shoreline. Stabilization will consist of either grading the bank to a stable slope, or placing coir log installations. Shoreline stabilization will also include the removal of a large quantity of invasive brush and shrubs. Shoreline stabilization activities include preparation work for an extensive landscape restoration contract to be bid later in the year.

ARTICLE 105.5: INSPECTION OF THE WORK

All contract work will be completed on land owned and maintained by the Parks Division. This park is also a National Historic Landscape. Therefore, all work will be subject to inspection and approval by the Construction Engineer, Project Engineer, and Parks Landscape Architect. Parks Division representatives will have the final approval authority on all completed work.

ARTICLE 105.7: CONTRACT DOCUMENTS

The Contractor shall submit the following submittals prior to beginning work on any of the associated activities. Once approved by the Project Engineer, these submittals shall be considered contract documents, to which the Contractor shall adhere. Additional submittal requirements are listed within Article descriptions or individual bid items.

- Phasing Submittal (Article 105.13)
- Traffic Control Plan (Article 107.7)
- Erosion Control Plan (Article 210.1(a))
- Brushing and Herbicide Submittal (Bid Item 90033)
- Coir Log (Bid Item 90035)

ARTICLE 105.9: SURVEYS, POINTS AND INSTRUCTIONS

For Priority 1 or Priority 2 utility locates, the Contractor shall contact Dan Rodman, the Parks Division Surveyor at (608) 266-6674. This shall not be done in lieu of contacting OneCall. Questions about locations of Parks utilities may be directed to Mr. Rodman.

ARTICLE 105.12: COOPERATION OF THE CONTRACTOR

Tenney Park is a very popular feature that is heavily used by local residents. The Contractor shall expect heavy pedestrian traffic throughout the work zones and shall be prepared to accommodate park users. Additionally, the Contractor shall be aware of the following activities, for which they will need to make special accommodations:

- The John Wall Pavilion (main park shelter) will be closed for special booking, but may be available to the neighborhood if requested. Therefore, the Contractor shall not block doorways, drinking fountains, picnic tables, restrooms, etc.. The parking lot of the John Wall Pavilion shall not be used for staging.
- Park maintenance activities will occur throughout the duration of the contract. The Contractor shall accommodate mowing, trash pickup, and other maintenance activities. The Contractor may contact Craig Klinke, Parks Eastside Operations Supervisor, at 246-4508 or cklinke@cityofmadison.com with questions or concerns regarding maintenance.
- Parks maintenance staff will be performing repairs to the small hydrants located along the shoreline, and therefore within the project area. The Contractor shall accommodate their schedule and required space to complete these repairs.
- The North American Unicycling Convention and Competition will be held in Tenney Park on August 1, 2015. The competition will be held primarily on the island, but staging and the awards ceremony will be held in the tennis courts and John Wall Pavilion, respectively. The Contractor

shall not work on August 1, 2015, and shall accommodate preparation activities beginning on July 25, 2015.

- The Contractor shall coordinate with Traffic Engineering while they install conduit, bases, and light fixtures along the newly reconstructed bike path.

ARTICLE 105.13: ORDER OF COMPLETION

The Contractor shall begin work on **JULY 7, 2015**. Work shall be completed by **NOVEMBER 13, 2015**. The Contractor shall not be permitted to phase the work in a manner that permits a delayed start or allows for a break in the work. The Contractor shall begin work on or near the start date and shall work steadily to complete this contract. Work shall be phased as stated in the following sections. The Contractor may choose to complete phases concurrently. Tree removal may occur throughout the contract, but shall be completed within individual phases prior to stabilizing the shoreline within those phases.

- **Phase I:** Phase I shall consist of tree removal within Phase I limits, reconstructing the bike path, reconstructing the sidewalk between Baldwin Street and Marston Avenue, and stabilizing the shoreline along the bike path. The Contractor shall be permitted to close the bike path for this phase of construction only. After Phase I is complete, the Contractor shall not be permitted to use the bike path or associated ramps as site access, and will not be permitted to close the path for any period of time. **Phase I shall be completed within 40 calendar days of the start date. If not completed within this window, liquidated damages will be applied in accordance with Article 109.9 of the Standard Specifications for Public Works Construction.** Liquidated damages for Phase I shall be applied in proportion to bike path reconstruction costs.
- **Phase II:** Phase II includes all shoreline east of the Johnson Street Bridge (the thumb or cove shoreline), and all shoreline between the bike path and the Marston Avenue bridge. Phase II shall occur concurrently with or immediately following Phase I. If Phase II occurs immediately after Phase I, it may be completed concurrently with other phases. Phase II shall be completed by November 13, 2015.
- **Phase III:** Phase III shall consist of all clearing and shoreline restoration between the Thornton Avenue bridge and the Johnson Street bridge. Phase III may be complete concurrently with other phases, and shall be completed prior to November 13, 2015.
- **Phase IV:** Phase IV shall consist of all clearing and shoreline stabilization on the island. The Contractor shall only be permitted to access the island via the Thornton Avenue bridge. Due to the heavily used recreational areas on the island, once started, work shall progress steadily until the phase is complete. No prolonged breaks will be permitted in Phase IV. The Contractor shall place closure signage on all bridges leading to the island during Phase IV. Phase IV may be complete concurrently with other phases, and shall be completed prior to November 13, 2015.
- **Phase V:** Phase V includes all clearing and shoreline stabilization along the mainland shoreline, between the Thornton Avenue bridge and Marston Avenue bridge. Phase V may be complete concurrently with other phases, and shall be completed prior to November 13, 2015.

The Contractor shall disturb a maximum of 300 feet of shoreline, per work crew, at one time. The Contractor shall restore shoreline as work progresses, including seeding and placement of erosion control matting. The 300 foot maximum disturbance limits is to be applied per work crew. If rain is expected, the Contractor shall stabilize disturbed shoreline prior to leaving the site for the evening.

The Contractor shall submit a detailed phasing plan, including construction access routes and proposed lay-down areas, one week in advance of any ground disturbing activities.

SECTION 107.7: MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Luke Peters, lpeters@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

The existing path in Tenney park may be closed for the duration of Phase 1 as described in Order of Completion except as follows: ADA/Handicap Accessible pedestrian access from the sidewalk on the north side of Johnson Street east of the project to the bus stop pad at Sta 19+70 RT shall be maintained at all times on a combination of existing, new or temporary surface.

The sidewalk on Johnson Street from Baldwin Street to Marston Street may be closed for the duration of Phase 1 except as follows: The Contractor shall provide or maintain ADA/Handicap Accessible pedestrian access to the west ramp on the east side of Baldwin Street at all times on existing, new or temporary surface. Contractor shall maintain pedestrian access from existing sidewalk on the west side of Marston Street to the crosswalk of Johnson Street to the greatest extent practical throughout the duration of the project, and may close this sidewalk for a maximum duration of three days to construct the new ramp.

In all other locations, the Contractor shall provide or maintain ADA / Handicap Accessible pedestrian access where such accommodations are originally available, at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times.

In addition to following SDD 6.30 Supplemental Traffic Controls for Bikeway Closures and SDD 6.36 Traffic Control for Sidewalk Closure, "SIDEWALK CLOSED AHEAD" and/or "PATH CLOSED AHEAD" signage shall be placed at all crossings across E. Johnson St. that connect up to the path or sidewalk.

The Contractor shall not access the site from E. Johnson St. between the hours of 7:00 and 9:00 am, Monday through Friday. One lane of E. Johnson St. may be closed on weekdays between 9:00 am and 4:00 pm as necessary to perform required curb replacement and work in the terrace.

The Contractor shall maintain two-way traffic on N. Thornton Ave. and access to the Tenney Park Parking Lot at all times. The Contractor shall maintain two-way bike traffic along N. Thornton Ave. at all times, either on the street or on the parallel path.

The Contractor shall maintain two-way traffic on Marston Ave. at all times.

The Contractor shall maintain a minimum of a 12 foot travel lane in each direction on Sherman Ave. at all times.

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

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

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

Contact Luke Peters, Traffic Engineering Division, lpeters@cityofmadison.com, 267-1969, with any questions concerning these traffic control specifications.

ARTICLE 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below. This bid item shall be applied to Phases II, III, IV, and V. Please consult Bid Item 90002 for Phase I Tree Protection requirements.

The intent of these designs is to minimize the damage to shoreline trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Protection of these trees shall be paid under Bid Item 10803 – Root Cutting.

ARTICLE 109.5: METHODS AND EQUIPMENT

The Contractor is encouraged to visit the site prior to bidding. Standard construction equipment is expected to be used for the bike path reconstruction and portions of tree clearing. However, due to the poor soil conditions and limited working areas along the shoreline, the Contractor will be expected to use small or low-earth pressure equipment. The Contractor shall only be compensated for a limited amount

of restoration along the shoreline. Restoration required beyond the plan quantity shall be completed at the cost of the Contractor.

ARTICLE 210.1(a): EROSION CONTROL IMPLEMENTATION PLAN

The Contractor shall prepare an Erosion Control Implementation Plan that details how erosion at the site will be appropriately managed. The Contractor is permitted to lower the lagoon level for the duration of the project, including pumping the lagoon to an artificially low level, in order to assist in erosion control. If the water level is maintained well below the grading limits, the lagoon can function as a sediment trap for construction activities. All lagoon management plans shall be detailed in the Erosion Control Implementation Plan, and shall include proposed sediment treatment for the pumping effluent. The Contractor shall also construct sediment containment at the outlet structure, to prevent sediment laden water from entering the Yahara River during storm events.

The Erosion Control Implementation Plan may be combined with the Phasing Plan. It shall show stockpile locations and proposed material containment (silt fence or silt sock). The plan shall also clearly show the locations of construction entrances and inlet protection.

SECTION 601.10: MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials. Complete quantities of an item shall be picked up on one appointment unless Dennis Rowe agrees to a partial quantity disbursement.

3/4" x 19" Anchor Bolts: 3 sets of 4

BID ITEM 20221: TOPSOIL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. Topsoil may be salvaged from the site, but if insufficient quantities are available, the Contractor shall provide additional topsoil as necessary. All Topsoil shall conform to Article 202 of the Standard Specifications. Topsoil shall be placed to a depth of 6-inches on this site.

METHOD OF MEASUREMENT

Topsoil shall be measured as follows:

- Topsoil associated with shoreline treatments (Vegetated Buffer; Coir Log; Erosion Control Matting, Class III, Type A; Limestone Steps) shall be considered incidental to that bid item and shall include a disturbance buffer associated with each treatment.
- Topsoil associated with haul route restoration shall be measured per Square Yard of material based on the following formula: Linear Feet of Haul Route x 12-Foot Width. This formula will be used regardless of actual haul route width and is intended to encourage the Contractor to limit disturbance to the park. Disturbed areas created by haul routes that extend beyond a 12-foot width shall be restored by the Contractor at no cost to the City.
- Topsoil associated with lay-down and staging areas, as well as bike path reconstruction disturbance, shall be measured per Square Yard as measured in the field.

BASIS OF PAYMENT

Topsoil shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to salvage, haul, provide, and place topsoil as set forth in the description.

BID ITEM 20401: CLEARING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to cut, remove, and dispose all trees marked for removal on Sheets C-1 through C-4, and identified within this bid item. Trees have been field identified and are marked with a blue, metal tag containing an identification number. A Tree Removal Schedule is included at the end of the Special Provisions. The Contractor shall not rely solely on the plan sheets for tree removal identification. The Contractor shall consult the Tree Removal Schedule and coordinate removals with the identification number on the actual tree.

The Contractor shall not remove any unmarked tree. If questions arise regarding tree identification, the Contractor shall immediately consult the Project Engineer or Landscape Architect to resolve the issue.

The Contractor shall be fined in accordance with Article 107.13 of the Standard Specification for incorrectly cut trees.

Unless indicated for grubbing, the stumps of cut trees shall be cut to within 2 inches of the ground surface and shall be treated with an appropriate herbicide to prevent regrowth from the stump. Materials, equipment, labor, and incidentals necessary to complete the herbicide treatment of stumps shall be considered incidental to this bid item. Herbicide selection and application shall be completed and recorded in accordance with Bid Item 90031, Brushing. Herbicide details shall be included in the Invasive Vegetation Removal submittal.

Debris created during clearing operations shall be stockpiled in areas that will not damage native vegetation. Logs shall not be placed on shrubs or planting beds. All cut trees and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

METHOD OF MEASUREMENT

Clearing shall be measured by the Inch Diameter as defined in Article 204.3 of the Standard Specifications.

BASIS OF PAYMENT

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

BID ITEM 20701: TERRACE SEEDING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place Terrace Seed Mix throughout the project. Placement of Terrace Seed Mix shall conform to Article 207 of the Standard Specifications. The Contractor shall be responsible for selecting Sun Terrace Seed Mix or Shade Terrace Seed Mix based on the sun conditions at individual areas.

METHOD OF MEASUREMENT

Terrace Seed Mix shall be measured as follows:

- Terrace Seed Mix associated with shoreline treatments (Erosion Control Matting, Class III, Type A and Limestone Steps) shall be considered incidental to that bid item and shall include a disturbance buffer associated with each treatment.
- Terrace Seed Mix associated with haul route restoration shall be measured per Square Yard of material based on the following formula: Linear Feet of Haul Route x 12-Foot Width. This formula will be used regardless of actual haul route width and is intended to encourage the Contractor to limit disturbance to the park. Disturbed areas created by haul routes that extend beyond a 12-foot width shall be restored by the Contractor at no cost to the City.
- Terrace Seed Mix associated with lay-down and staging areas, as well as bike path reconstruction disturbance, shall be measured per Square Yard as measured in the field.

BASIS OF PAYMENT

Terrace Seed Mix shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to salvage, haul, provide, and place topsoil as set forth in the description.

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

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place Erosion Control Matting, Class I Urban Type A as necessary throughout the project. Provision and installation of Erosion Control Matting shall be in accordance with Article 210.2(c) of the Standard Specifications. The Contractor shall use biodegradable anchors to secure matting.

METHOD OF MEASUREMENT

Erosion Control Matting, Class I Urban Type A shall be measured as follows:

- ECM associated with shoreline treatments (Vegetated Buffer; Coir Log; Erosion Control Matting, Class III, Type A; Limestone Steps) shall be considered incidental to that bid item and shall include a disturbance buffer associated with each treatment.
- ECM associated with haul route restoration shall be placed sparingly and only that the direction of the Engineer or Landscape Architect. When placed in haul road restoration, it shall be measured per Square Yard of material based on the following formula: Linear Feet of Haul Route x 12-Foot Width. This formula will be used regardless of actual haul route width and is intended to encourage the Contractor to limit disturbance to the park. Disturbed areas created by haul routes that extend beyond a 12-foot width shall be restored by the Contractor at no cost to the City.
- ECM associated with lay-down and staging area restoration shall be placed sparingly and only that the direction of the Engineer or Landscape Architect. When placed in staging areas, it shall be measured per Square Yard
- ECM places in conjunction with bike path reconstruction shall be measured per Square Yard of material placed in the field.

BASIS OF PAYMENT

Erosion Control Matting, Class I Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to salvage, haul, provide, and place topsoil as set forth in the description.

BID ITEM 21081: EROSION CONTROL MATTING, CLASS III, TYPE A

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place ECM, Class III, Type A at the locations shown on the plan set. Shoreline grading shall be paid separately under Vegetated Buffer.

The Erosion Control Matting, Class III, Type A (turf reinforcement mat) shall comply with Article 210.2(c) of the Standard Specifications and be installed per the manufacturer's recommendations, including anchorage and top and toe trenching. The turf reinforcement mat shall be installed within the topsoil layer, with approximately 4 inches of topsoil over the matting. Terrace Seed Mix and Erosion Control Matting, Class I Urban Type A provision and placement shall be included in this bid item.

METHOD OF MEASUREMENT

Erosion Control Matting, Class III Type A shall be measured per Square Yard of material provided and placed in the field.

BASIS OF PAYMENT

Erosion Control Matting, Class III Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to place turf reinforcement mat, topsoil, seed, and erosion matting as set forth in the description.

BID ITEM 90001: LIMESTONE SHORELINE FOR PATH

DESCRIPTION

The work shall consist of furnishing and placing limestone revetments on a crushed stone bed with Geotextile Fabric along the shoreline of Tenney Lagoon adjacent to the reconstructed path in accordance with the plans and these specifications. This work is generally located between approximately Path Sta 12+70 and 18+00. This item does not apply to stone revetments placed in other shoreline locations.

MATERIALS

GEOTEXTILE FABRIC TYPE HR

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

CUT STONE

The stone shall be sound a sound, dolomitic limestone boulders with natural sides and faces, selected at the quarry for size and rectangularity within the following range:

Height: 14" to 18"
Depth: 24" to 36"
Length: 30" Minimum

Stone shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying conditions meeting approximately the following properties:

Water Absorption (ASTM C97)	0.36%
Density (ASTM C97)	174 pcf
Modulus of Rupture (ASTM C99)	1450 psi
Compressive Strength w/ Rift (ASTM C170)	29,000 psi
Compressive Strength across Rift	34,000 psi

The stone shall be durable, sound, free from detrimental cracks, seams and other defects which tend to increase deterioration from natural causes or cause breakage in handling and/or placing.

Boulders shall have natural faces and be generally rectangular in plan and cross section.

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 shall be repaired by the Contractor at no additional cost to the Owner.

Sources for Stone Blocks:

The following listed sources have supplied materials that meet the quality requirements specified. All stone shall be produced from the sources listed below or an equivalent quality of material from a source approved in advance in writing by the Engineer:

Buechel Stone Corp., Fond du Lac, WI, 800-236-4473
 Michels Materials, Valders, WI, 920-478-2084
 Halquist Stone, Sussex, WI, 800-255-8811
 Valders Stone and Marble, Inc., Valders, WI, 800-569-2156

Other Sources

If the Contractor elects to use stone from a source not indicated the material must be approved by the Engineer, prior to its delivery to the site for use on this project. 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. All stone shall be produced from the same quarry.

Quarry Operations

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. 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.

CONSTRUCTION METHODS

LAYOUT:

The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.

PREPARATION OF FOUNDATION

Excavate as necessary to provide the minimum depth of bedding as shown on details. The bed for the cut limestone shall be properly trimmed and shaped. Note that the limestone shall consist of two courses laid horizontally in a running bond fashion. The total height of the wall varies slightly based on the vertical alignment of the path. Therefore, stones of the proper height must be selected and the exact depth of excavation or thickness of bedding will vary to achieve the proper elevation for the top of stone.

DEWATERING:

The water level in the lagoon, if not drawn down, will be above the elevation of the bottom of the cut stone footings. Contractor may find it necessary to exclude water from the excavation by means of sandbags and pumping, or other methods. This work will be considered Type 1 Dewatering in accordance with City Standard Specifications and the cost of any such dewatering shall be considered incidental to this bid item, with no additional compensation.

Foundation shall be approved by Engineer prior to placing fabric. Place Geotextile fabric on the subgrade as shown on details. Place and compact crushed aggregate bedding to the minimum depths shown prior to placing stone.

STONE INSTALLATION

Place stone on the prepared bed such that the top outer edge of the stone approximately follows the pond edge reference line and cross sections. Select stones to provide a neat, close-fitting arrangement. Each limestone boulder shall firmly set with no rocking or tipping providing a firm foundation for subsequent course.

Stones shall fit snugly together and have no gaps larger than 2-inch. Minor chipping or shaping may be required to avoid significant gaps between adjacent stones. 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.

Provide a continuous, approximately horizontal bond line for the entire length. Vertical bond lines shall provide a minimum 6" offset between the courses. Batter top course as shown on details. Select stones for the top course to provide approximately 30-inch stone surface and a reasonably continuous line along the back of the stone. Fine aggregate may be used to bed the lower and upper course in order to provide even support such that boulders do not rock or move once installed.

Crushed aggregate backfill behind the stone shall be placed and compacted in lifts, and shall be compacted to the top of the first course of stone before placing the second course. Backfill in front of the stone shall be placed carefully to provide the required toe-in and final elevation at the stone edge.

Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Engineer.

METHOD OF MEASUREMENT

The City will measure the limestone, furnished, and installed, by the linear foot of exposed stone face measured at the front face of the wall. The linear foot measurement shall include both courses of stone. Only accepted work will be measured for payment and quantity thereof will be based on the area within the stations shown on the plans, or directed by the engineer.

BASIS OF PAYMENT

This work, measured as provided, will be paid for at the contract unit price per Linear Foot under the item Limestone Shoreline For Path. Payment is full compensation for excavation and preparation of the bed, including dewatering, backfilling and disposal of surplus material; furnishing and placing Geotextile Fabric Type HR, for furnishing and placing crushed aggregate bedding and fine aggregate bedding if required, for furnishing, selecting, minor shaping and placing limestone; for restoring the site of the work; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work

BID ITEM 90002: TREE PROTECTION**DESCRIPTION**

No trees may be removed except those specifically indicated for removal on the plans or as directed by the Construction Engineer. Contractor shall not grade, excavate, store materials or equipment or

otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.13 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

There are trees which, because of their proximity to the construction, their susceptibility to damage and/or their importance to the landscape, warrant additional protective measures. Such trees are shown on the plans or will be designated in the field by the Construction Engineer. Contractor shall take extra precautionary measures to protect such trees as provided herein.

MATERIALS

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

CONSTRUCTION METHODS

All trees to be protected shall be flagged with yellow ribbon tied around trunk, not by paint. Erect and maintain construction fencing between the construction area and the trees a minimum of 5 feet from trunks. Support construction fence on posts spaced no more than 7 ft apart driven 12 to 18 inches.

Trees may be individually fenced or fencing may be extended longitudinally to protect several trees. Fencing must extend a minimum of 15 feet beyond the tree or group of trees to be protected in both directions longitudinal to the reference line, or as directed to clearly separate the construction activity from the tree or trees.

All rough grading, excavation or trenching within the drip line of protected trees shall be done under the supervision of a City of Madison Forestry representative. Contractor shall notify the Construction Engineer a minimum of two working days in advance of any such work to arrange for the Forestry representative to be present. Where it is likely that grading or trenching will encounter roots of a protected tree greater than 1 inch in diameter, the roots shall be exposed by hand and the Forestry representative will determine where to sever root(s). Roots shall be cut cleanly with a saw or ax.

If in the opinion of the Forestry representative excavation to subgrade as shown on the plans cannot be done without unacceptable damage to trees to be protected, the Construction Engineer may request a reduced base thickness or other modifications to reduce damage to the tree. Likewise, excavation below subgrade (undercutting) may be deleted as directed by the Construction Engineer in certain locations where necessary to protect trees. Any horizontal alignment modifications shall be made only in consultation with the Design Engineer.

If it is necessary in the opinion of the Construction engineer to remove additional overhanging branches of protected trees, the contractor may prune the trees for crown cleaning and raising as defined by ANSI A3000 for Tree Care Operations. Such work shall be done under the supervision of the Forestry representative.

METHOD OF MEASUREMENT

Tree Protection will be measured as complete units of work for each individual tree designated for protection, flagged and protected as provided herein. Any tree which is damaged in any way as a result of insufficient care on the part of the Contractor or failure to implement the measures provided above will not be measured for payment. In addition, damages may be assessed in accordance with Article 107.2 of the Standard Specifications.

BASIS OF PAYMENT

Tree Protection, measured as provided above, will be paid for at the contract price each, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work including furnishing, erecting, maintaining and removing safety fencing, hand excavating and cutting of roots and trimming of branches, coordination with City Forestry and all labor, materials, equipment and incidentals necessary to complete the work. 50% of the bid price for Tree Protection will be paid after installation of fencing and 50% of the bid price will be paid after removal of fencing and completion of operations with potential to damage trees.

BID ITEM 90003: CONSTRUCTION FENCING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Fencing locations shall be determined in conjunction with an approved Phasing Plan.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until seeded areas are acceptably established. The Parks Division shall approve all placement of temporary fencing.

The Contractor will be responsible for maintaining construction fencing until spring/early summer 2013 as determined by the Engineer.

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

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

METHOD OF MEASUREMENT

Construction fence (plastic) shall be measured by the Linear Foot of material placed, maintained, and removed.

BASIS OF PAYMENT

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

BID ITEM 90004: ASPHALT REPAIR

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to repair portions of the park paths damaged by construction equipment and hauling. This bid item shall not be used for the Johnson Street path. The Contractor shall limit construction traffic on and over park paths, but where unavoidable, such as at crossings, shall be contained to minimal sections.

The Construction Engineer, in cooperation with Parks staff, shall determine the limits of asphalt repair sections. In sections to be replaced, the Contractor shall sawcut the full width of the existing pavement, remove the damaged asphalt, and remove subgrade as necessary. The Contractor shall then import, place, and compact 6 inches of crushed aggregate base course. Three inches of HMA Pavement Type E-0.3 shall be imported and placed in accordance with Section 4 of the Standard Specifications. Compaction with a hand compactor will be acceptable for this repair.

Repaired asphalt dimensions shall match the existing path, including path width and asphalt thickness.

METHOD OF MEASUREMENT

Asphalt Repair shall be measured per Square Yard of asphalt repair delineated by City staff and completed by the Contractor

BASIS OF PAYMENT

Asphalt Repair shall be measured as described above and shall be paid at the unit price, which shall be considered full compensation for sawcutting and removing damaged asphalt, importing and placing 6 inches of crushed aggregate base course, and importing and placing 3 inches of HMA Pavement Type E-0.3.

BID ITEM 90005: ROOT CUTTING

DESCRIPTION

Work under this item shall include all costs associated root cutting as described in special provision Section 107.13 Tree Protection Specifications.

METHOD OF MEASUREMENT

Root Cutting shall be measured per Each tree where root cutting is required.

BASIS OF PAYMENT

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

BID ITEM 90030: MOBILIZATION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to mobilize for all shoreline stabilization and tree clearing activities. This includes transporting personnel and equipment to the site. Mobilization shall be completed in accordance with Article 109.14 of the Standard Specifications.

Work under this bid item shall also include completing measures required to protect existing facilities, including existing curb and gutter, paths, sidewalks, and parking lots. The Contractor shall take all necessary precautions to protect curb and gutter, paths, and sidewalks when they intersect with construction access routes. The Contractor shall take all necessary precautions to protect the Thornton Avenue bridge from construction traffic damage. If damage occurs to these facilities, they shall be repaired at no cost to the City. The Construction Engineer will make the final determination as to what facilities shall be replaced due to construction damage.

Additionally, this bid item shall include the provision of swamp mats should the Contractor choose to access vegetated shorelines from the lagoon side. Proposed swamp mats shall be detailed in the

Phasing Plan, and are subject to approval by the Engineer. Any restoration activities associated with placement, moving, and removing swamp mats shall be considered incidental to this bid item. The Construction Engineer shall make the final determination as to quantity of lagoon bed damage and restoration.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum for all work, materials, equipment, and incidentals necessary to complete the work as described above.

BASIS OF PAYMENT

Mobilization shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to complete the work as described in this bid item.

BID ITEM 90031: LAGOON/STORM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to control the water level in Tenney Lagoon at an acceptable working level for the duration of the contract, including following storm events. The Contractor will be permitted to drain the lagoon, including pumping down the water that does not drain freely.

If the Contractor chooses to pump water from the lagoon, they shall treat the effluent for sediment removal, but pumping the water through silt bags prior to discharge. Alternative methods may be considered by the Engineer and shall be detailed in the Erosion Control Implementation Plan. The Contractor shall also construct a sediment control device at the lagoon outlet, which shall be detailed in the Erosion Control Implementation Plan.

In the event of pumping the lagoon to extremely low levels, the Contractor shall be prepared to manage/remove stranded fish.

METHOD OF MEASUREMENT

Lagoon/Storm Control shall be measured as a Lump Sum for all work, materials, equipment, and incidentals necessary to maintain the water level in the lagoon at the desired elevation.

BASIS OF PAYMENT

Lagoon/Storm Control shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, and incidentals required to control the lagoon levels during the contract.

BID ITEM 90032: NATIVE AND ORNAMENTAL PLANT MAINTENANCE

DESCRIPTION

The vegetation surrounding Tenney Lagoon, unless otherwise noted, is to be maintained without damage. Tenney Park is a National Historic Landscape that has received thousands of hours of volunteer labor for native and ornamental vegetation maintenance and establishment. It is the intent of this bid item to preserve beneficial vegetation within the work area.

The Contractor shall employ or subcontract personnel qualified in plant identification and maintenance. This person shall be responsible for identifying native and invasive species within the designated brushing limits. Invasive shrubs, such as european alder, bittersweet, buckthorn, and others shall be

removed through Bid Item 90033, Brushing. This bid item is intended to compensate the Contractor for salvaging native and ornamental shrubs such as dogwood, cranberry viburnum, and others. The Contractor or their representative shall work with the Landscape Architect to determine what species and specific plants will be saved. This bid item shall include time necessary to complete a minimum of one site walk through with the Landscape Architect, and may include subsequent site walks to identify plants for removal or protection.

The Contractor may be permitted to cut dogwood flush with the ground to provide shoreline access or working room in vegetated areas. Prior to cutting, the Contractor shall mark shrubs to be flush cut for review and approval by the Landscape Architect. The cutting of dogwood shall be completed in a manner consistent with maintenance pruning. Prior to cutting any other native shrubs, the Contractor shall receive permission to do so from the Project Engineer, Landscape Architect, or Construction Engineer.

If the loss of native shrubs occurs, the Contractor shall be penalized in accordance with Article 107.13 of the Standard Specifications. For the loss of native shrubs, the Contractor shall be responsible for the replacement cost of a similar shrub.

PERSONNEL

The Contractor performing the work shall employ or subcontract personnel that are qualified in plant identification and maintenance. Proof of personnel qualifications shall be submitted for approval with the Brushing and Herbicide submittal. The Contractor shall provide resumes of personnel or subcontractors showing that they clearly meet the minimum qualifications as stated below:

- Provide a minimum of 10 projects within that include seeding and invasive removals, and have employed personnel that will also be used on this project
- A list of all staff used on the project and their qualifications
- Three (3) references, including contact information
- Proof of Wisconsin Commercial Pesticide Applicator Certification

METHOD OF MEASUREMENT

Native Plant Maintenance shall be measured as a Lump Sum for all labor, materials, equipment, and incidentals necessary to maintain and preserve native vegetation within the brushing, clearing, and construction limits.

BASIS OF PAYMENT

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

BID ITEM 90033: BRUSHING

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove invasive shrubs and herbaceous plants within the brushing areas shown on the plan set. This work shall include the removal of all invasive or marked plants (garlic mustard, cattails, reed canary grass, etc.), trees smaller than 3 inches (ash, box elder, buckthorn, etc.), and shrubs (buckthorn, bittersweet, honeysuckle, etc.). Removal of trees larger than 3 inches in diameter shall be paid under the bid item for Clearing.

The Contractor, or their representative shall be responsible for identifying invasive species within the brushing limits, in accordance with Bid Item 90032. Once properly identified, invasive shrubs shall be removed and properly disposed of.

Roots shall be treated in one of two ways: removal or herbicide treatment. In areas where a Vegetated Buffer is to be installed following brushing and clearing, the Contractor shall remove the roots by grubbing. In areas where invasive shrub removal corresponds to a Coir Log shoreline treatment, the Contractor or their representative shall treat the stumps and stems with an appropriate herbicide.

All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

MATERIALS

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

CONSTRUCTION

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Project Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

All Brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

All cut trees and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

PERSONNEL

The Contractor performing the work shall employ or subcontract personnel that are qualified in plant identification and maintenance. Proof of personnel qualifications shall be submitted for approval with the Brushing and Herbicide submittal. The Contractor shall provide resumes of personnel or subcontractors showing that they clearly meet the minimum qualifications as stated below:

- Provide a minimum of 10 projects within that include seeding and invasive removals, and have employed personnel that will also be used on this project
- A list of all staff used on the project and their qualifications

- Three (3) references, including contact information
- Proof of Wisconsin Commercial Pesticide Applicator Certification

METHODS OF MEASUREMENT

Brushing shall be measured per Square Yard based on the plan quantity without measurement thereof and shall include all work, equipment, materials, and incidentals necessary to complete brushing activities as described above. If brushing is added outside the limits shown on the plan set, it shall be measured per Square Yard of brushing completed.

BASIS OF PAYMENT

Brushing shall be measured as provided above and shall be paid at the contract price, which shall be full payment for applying herbicides to cutting of trees, shrubs, and herbaceous plants from one eighth (1/8") inches up to twenty-four (36) inches diameter. Payment shall include all personnel, labor, herbicides and equipment needed to complete the above job.

BID ITEM 90034: VEGETATED BUFFER

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to construct vegetated buffers in the areas shown in the plan set. This bid item shall include grading the lagoon banks to the provided slopes and limits, removing excavation cut, placing and grading topsoil, placing seed mix, and placing erosion control matting per spec.

MATERIALS

The Vegetated Buffer bid item shall include:

- Topsoil shall be placed on all disturbed areas. Topsoil may be salvaged from the site provided it meets the requirements of Article 202.2(f) of the Standard Specifications. Topsoil shall be placed to a depth of 6 inches. Questions regarding acceptability of topsoil material shall be directed to the Landscape Architect.
- Temporary Seed Mix, as defined in Article 207.3(b) shall be placed within all Vegetated Buffer grading limits and disturbance buffer. Seeding shall be completed in accordance with Article 207 of the Standard Specifications with the exception of mulch. Erosion Matting shall be placed in lieu of mulch. Temporary Seed Mix shall be approved by the Landscape Architect prior to placement.
- Erosion Control Matting, Class II Type C, shall be placed between elevations 847.0 and 846.0, which equate to the ordinary high water mark and toe of grading limits, respectively.
- Erosion Control Matting, Class I Urban Type A, shall be placed on the graded slopes above the ordinary high water mark (elevation 847.0), and within a 10-foot disturbance buffer.

CONSTRUCTION

The Contractor shall grade areas marked as Vegetative Buffer on the plan set, to the specified slopes and limits. Grading limits will be staked by City of Madison surveyors. The Contractor shall be responsible for removing excess material generated during grading, or stockpiling topsoil material that complies with the Standard Specifications. Excavation Cut shall be considered incidental to this bid item.

Once grading activities are complete, topsoil shall be placed to a depth of 6 inches. Temporary Seed Mix shall be placed in accordance with Article 207 of the Standard Specifications. Erosion matting shall be placed as described in the Materials section of this bid item.

A 10 foot disturbance buffer has been added to all approximate quantities in order to allow the Contractor working room beyond the grading limits. Any shoreline disturbance beyond this buffer shall be restored as described in this section at no cost to the City. The Contractor is encouraged to minimize shoreline disturbance.

METHODS OF MEASUREMENT

Vegetated Buffer shall be measured per Linear Foot of buffer installed. Quantities shall be measured parallel to the shoreline. As construction progresses, and shoreline conditions change due to clearing, etc., the Engineer reserves the right to alter quantities of Vegetated Buffer without unit price negotiation.

BASIS OF PAYMENT

Vegetated Buffer shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for grading the existing banks; removing excess material; placing 6 inches of topsoil within the grading areas and disturbance buffer; placing Temporary Seed Mix within the grading limits above the ordinary high water mark, and within the disturbance buffer; and placing erosion control matting as specified in the Materials section, including within the disturbance buffer.

BID ITEM 90035: COIR LOG

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to construct coir log shoreline stabilization installations as shown in the plan set. Coir log was chosen as a stabilization method in areas where shoreline vegetation is to be preserved. The Contractor shall use extreme caution when working around and amongst existing vegetation.

MATERIALS

The Coir Log bid item shall include:

- 12-inch, circular, coconut coir log constructed of interwoven coconut mattress fibers encased in bristle coir twine mesh (2-inch x 2-inch openings). The coir log shall be constructed of 100% biodegradable materials. No synthetic mesh materials will be permitted. The Contractor shall submit for approval the proposed material specifications.
- 2-inch x 2-inch, oak stakes, 36-inches in length.
- ¼-inch (6mm) biodegradable rope. Rope shall be constructed of coconut bristle, jute, or approved equal and shall be sufficiently durable to withstand a two year installation.
- Clean Fill to be placed as necessary between the coir log and existing lagoon bank. Fill will not be required at all coir log installations. It is anticipated that excavation cut generated on site will not be suitable fill for this purpose.
- #2 Washed Stone (river stone)
- Temporary Seed Mix, as defined in Article 207.3(b) shall be placed within all Coir Log grading limits and within the disturbance buffer. Seeding shall be completed in accordance with Article 207 of the Standard Specifications with the exception of mulch.

Erosion Matting shall be placed in lieu of mulch. Temporary Seed Mix shall be approved by the Landscape Architect prior to placement.

- Erosion Control Matting, Class I Urban Type A, shall be placed on the graded slopes above the ordinary high water mark (elevation 847.0), and within a 10-foot disturbance buffer.

CONSTRUCTION

Coir log shall be placed at the grades and locations shown on the plan set. Coir log shall be placed such that the bottom of the coir log is trenched approximately 4-6 inches into native material. The bottom of the coir log shall be set at an elevation of 846.0, resulting in a top elevation of 847.0. The grading limits shown on the plan set indicate the lagoon face of the coir log.

The coir log shall be pinned at 3.5 foot increments with 2 inch x 2 inch x 36 inch oak stakes. The stakes shall be driven to their complete depth, so that the top of the stake is nearly flush with the top of the coir log. The coir log shall be secured to the stakes with ¼ inch biodegradable rope, tied in the pattern shown on Sheet D-5. The stakes shall be notched on the outside surface in order to provide a secure seat for the rope. Ropes shall be secured tightly.

Where necessary, clean fill shall be placed between the coir log and existing shoreline. Fill will not be required in all areas. Fill shall be loosely compacted and graded to a slope between 3:1 and 4:1 (h:v). It is anticipated that the cut material generated on site will not be acceptable fill material.

Washed stone (#2), or river stone, shall be placed at the toe of the coir log.

Clean fill and disturbed areas shall be seeded with Temporary Seed Mix in accordance with Article 207 of the Standard Specifications. Erosion Matting, Class I Urban Type A shall be placed over all disturbed areas. A 10 foot disturbance buffer has been added to all approximate quantities in order to allow the Contractor working room beyond the grading limits. Any shoreline disturbance beyond this buffer shall be restored as described in this section at no cost to the City. The Contractor is encouraged to minimize shoreline disturbance.

In areas of dense vegetation, the Contractor may be permitted to access the shoreline from the lagoon side. If the Contractor chooses to employ this methodology, swamp mats shall be used to stabilize the lagoon bed. See Bid Item 90030, Mobilization, for details.

METHODS OF MEASUREMENT

Coir Log shall be measured per Linear Foot installed. Quantities shall be measured parallel to the shoreline. As construction progresses, and shoreline conditions change due to clearing, etc., the Engineer reserves the right to alter quantities of Coir Log without unit price negotiation.

BASIS OF PAYMENT

Coir Log shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for grading providing and installing the coir log, stakes, and rope; providing and installing clean fill as necessary, providing and installing #2 Washed Stone at the toe of the coir log; placing Temporary Seed Mix within the grading limits and within the disturbance buffer; and placing erosion control matting as specified in the Materials section, including within the disturbance buffer.

BID ITEM 90036: #2 WASHED STONE

DESCRIPTION

Work under this bid item includes all work, equipment, materials, and incidentals necessary to provide and install #2 Washed Stone at the locations shown on the plan set. Stone shall be graded between ¾

inch and 4 inches. The Project Engineer or Construction Engineer shall inspect and approve stone prior to placement.

METHODS OF MEASUREMENT

#2 Washed Stone shall be measured per Ton of placed material. #2 Washed Stone placed at the toe of coir log installations shall be considered incidental to that bid item. This bid item shall be used to pay for stone placed at the toe of Erosion Control Matting, Class III Type A installations, and other locations as necessary throughout the project.

BASIS OF PAYMENT

#2 Washed Stone shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for provision and placement of #2 Washed Stone.

BID ITEM 90037: MUSKRAT BARRIER

DESCRIPTION

The Contractor shall install muskrat barrier at the locations shown on the plan set.

MATERIALS

Muskrat barrier shall consist of 1-inch mesh hardware cloth. The cloth may be constructed of galvanized steel, aluminum, stainless steel, or approved equal.

CONSTRUCTION

The muskrat barrier shall be installed between 0.5 and 3.5 feet below ground surface. The barrier shall be installed by trenching and shall be placed vertically, or nearly vertical. The Contractor shall be aware that there are shallow, underground utilities within the park. Muskrat barrier shall be installed to within 2-feet of underground utilities. The Contractor will not need to relocate utilities to accommodate muskrat barrier installation.

METHODS OF MEASUREMENT

Muskrat Barrier shall be measured per Linear Foot of barrier installed, as measured along the ground surface.

BASIS OF PAYMENT

Muskrat Barrier shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for provision and placement of muskrat barrier as shown on the plan set and described in this bid item.

BID ITEM 90038: TURF REMOVAL

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove turf grass from areas shown on the plan set. Removal shall occur by mechanical means, as opposed to herbicide application. Excavation beyond the turf grass root mass will not be necessary in these areas. The Contractor shall not remove turf within a 5 foot radius of tree trunks. The Contractor shall remove excavated turf from the site.

The Turf Removal bid item shall include:

- Topsoil shall be placed to a depth of 6 inches in all Turf Removal areas.
- Temporary Seed Mix, as defined in Article 207.3(b) shall be placed within all Turf Removal areas. Seeding shall be completed in accordance with Article 207 of the Standard Specifications with the exception of mulch. Erosion Matting shall be placed in lieu of mulch.
- Erosion Control Matting, Class I Urban Type A, shall be used to stabilize all Turf Removal disturbance.

METHODS OF MEASUREMENT

Turf Removal shall be measured per Square Yard based on Plan Quantity without measurement thereof. If additional Turf Removal areas are added to the contract, they shall be paid per Square Yard at the unit price for areas measured in the field.

BASIS OF PAYMENT

Turf Removal shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for removing turf; placing 6 inches of topsoil within the disturbed areas; placing Temporary Seed Mix; and placing erosion control matting as specified in the Materials section.

BID ITEM 90039: LIMESTONE STEPS

DESCRIPTION

Work completed as part of this bid item shall consist of furnishing and placing limestone steps on a crushed stone bed, underlain with Geotextile Fabric, at various points along the lagoon shoreline. Limestone step locations are shown on Sheets U-2 through U-9 and defined on Sheets U-10 and U-11. This bid item does not apply to limestone revetment installed along the E. Johnson Street bike path.

MATERIALS

GEOTEXTILE FABRIC TYPE HR

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

CUT STONE

The stone shall be sound a sound, dolomitic limestone boulders with natural sides and faces, selected at the quarry for size and rectangularity within the following range:

Height: 14" to 18"
Depth: 24" to 36"
Length: 30" Minimum

Stone shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying conditions meeting approximately the following properties:

Water Absorption (ASTM C97)	0.36%
Density (ASTM C97)	174 pcf
Modulus of Rupture (ASTM C99)	1450 psi
Compressive Strength w/ Rift (ASTM C170)	29,000 psi
Compressive Strength across Rift	34,000 psi

The stone shall be durable, sound, free from detrimental cracks, seams and other defects which tend to increase deterioration from natural causes or cause breakage in handling and/or placing.

Boulders shall have natural faces and be generally rectangular in plan and cross section.

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 shall be repaired by the Contractor at no additional cost to the Owner.

Sources for Stone Blocks:

The following listed sources have supplied materials that meet the quality requirements specified. All stone shall be produced from the sources listed below or an equivalent quality of material from a source approved in advance in writing by the Engineer:

Buechel Stone Corp., Fond du Lac, WI, 800-236-4473
Michels Materials, Valders, WI, 920-478-2084
Halquist Stone, Sussex, WI, 800-255-8811
Valders Stone and Marble, Inc., Valders, WI, 800-569-2156

Other Sources

If the Contractor elects to use stone from a source not indicated the material must be approved by the Engineer, prior to its delivery to the site for use on this project. 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. All stone shall be produced from the same quarry.

Quarry Operations

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. 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.

CONSTRUCTION METHODS

LAYOUT:

The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.

PREPARATION OF FOUNDATION

Excavate as necessary to provide the minimum depth of bedding as shown on details. The bed for the cut limestone shall be properly trimmed and shaped. Note that the limestone shall consist of two courses laid horizontally in a running bond fashion. The total height of the wall varies slightly based on the vertical alignment of the path. Therefore, stones of the proper height must be selected and the exact depth of excavation or thickness of bedding will vary to achieve the proper elevation for the top of stone.

DEWATERING:

The water level in the lagoon, if not drawn down, will be above the elevation of the bottom of the cut stone footings. Contractor may find it necessary to exclude water from the excavation by means of sandbags and pumping, or other methods. This work will be considered Type 1 Dewatering in accordance with City Standard Specifications and the cost of any such dewatering shall be considered incidental to this bid item, with no additional compensation.

Foundation shall be approved by Engineer prior to placing fabric. Place Geotextile fabric on the subgrade as shown on details. Place and compact crushed aggregate bedding to the minimum depths shown prior to placing stone.

STONE INSTALLATION

Place stone on the prepared bed such that the top outer edge of the stone approximately follows the pond edge reference line and cross sections. Select stones to provide a neat, close-fitting arrangement. Each limestone boulder shall firmly set with no rocking or tipping providing a firm foundation for subsequent course.

Stones shall fit snugly together and have no gaps larger than 2-inch. Minor chipping or shaping may be required to avoid significant gaps between adjacent stones. 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.

Provide a continuous, approximately horizontal bond line for the entire length. Vertical bond lines shall provide a minimum 6" offset between the courses. Batter top course as shown on details. Select stones for the top course to provide approximately 30-inch stone surface and a reasonably continuous line along the back of the stone. Fine aggregate may be used to bed the lower and upper course in order to provide even support such that boulders do not rock or move once installed.

Crushed aggregate backfill behind the stone shall be placed and compacted in lifts, and shall be compacted to the top of the first course of stone before placing the second course. Backfill in front of the stone shall be placed carefully to provide the required toe-in and final elevation at the stone edge.

Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Engineer.

METHOD OF MEASUREMENT

The City will measure the limestone steps, furnished, and installed, by the linear foot of exposed stone face measured at the front face of the wall. The linear foot measurement shall include both courses of stone. Only accepted work will be measured for payment and quantity thereof will be based on the area within the stations shown on the plans, or directed by the engineer.

BASIS OF PAYMENT

This work, measured as provided, will be paid for at the contract unit price per Linear Foot under the item Limestone Steps. Payment is full compensation for excavation and preparation of the bed, including dewatering, backfilling and disposal of surplus material; furnishing and placing Geotextile Fabric Type HR, for furnishing and placing crushed aggregate bedding and fine aggregate bedding if required, for furnishing, selecting, minor shaping and placing limestone; for restoring the site of the work; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work

BID ITEM 90040: REGROWTH MAINTENANCE

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to treat invasive or nuisance plant regrowth during the 2015 growing season. This bid item will be used in areas that were brushed via Bid Item 90033.

The Contractor shall employ or subcontract personnel capable of identifying plant resprouts and treating with an appropriate herbicide. Herbicide application shall be completed by the same personnel tasked with protecting native and ornamental plants, and brushing management. Herbicide applications shall occur as necessary following initial ground disturbance and proceeding through either the end of the growing season, or the placement of dormant seed through subsequent contracts.

The Contractor shall consult with the Landscape Architect prior to any herbicide applications.

MATERIALS

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall include all proposed herbicides and methodologies in the Brushing and Herbicide Submittal described in Bid Item 90033.

CONSTRUCTION

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation.

METHODS OF MEASUREMENT

Regrowth Maintenance shall be measured per Square Yard based on the plan quantity without measurement thereof. Plan quantities shall be based on the square yardage for individual brushing areas shown on Sheets C-2 through C-5. The Contractor may be compensated for treating individual areas as necessary, or as requested by the Engineer or Landscape Architect. The quantity shown on the proposal page reflects three herbicide treatments for all brushed areas. This quantity may be increased or decreased without negotiating the unit price. If regrowth maintenance or other herbicide application is added outside the limits shown on the plan set, it shall be measured per Square Yard of work completed in the field.

BASIS OF PAYMENT

Regrowth Maintenance shall be measured as provided above and shall be paid at the contract price, which shall be full compensation for identifying and treating invasive and nuisance resprouts in brushed and cleared areas, including all labor, equipment, materials and incidentals necessary to complete the work.

TENNEY LAGOON SHORELINE TREE REMOVAL SCHEDULE				
ID #	Species	# OF TRUNKS	TOTAL DBH	GRUB STUMP?
4	Green Ash	1	5	
5	Green Ash	1	8	
7	Green Ash	1	15	
12	Green Ash	1	9	
13	Green Ash	1	12	
27	Green Ash	1	20	
36	Green Ash	1	12	Y
37	Green Ash	1	12	Y
38	Green Ash	1	12	Y
40	Green Ash	1	5	Y
42	Green Ash	1	17	
44	Green Ash	1	15	
45	Green Ash	1	9	Y
46	Mulberry	1	10	Y
51	European Alder	4	12	Y
52	European Alder	3	9	Y
53	European Alder	1	4	Y
54	Green Ash	1	22	Y
55	Green Ash	1	13	Y
56	Green Ash	1	12	Y
57	Green Ash	1	18	Y
59	White Ash	1	19	
62	Green Ash	1	4	
67	Green Ash	1	15	
68	Green Ash	1	10	
70	Green Ash	1	5	
74	Green Ash	1	11	
97	European Alder	2	7	Y
100	Green Ash	1	19	Y
101	Green Ash	1	20	Y
104	Buckthorn	12	76	Y
108	Green Ash	1	3	
113	White Ash	1	24	Y
114	European Alder	1	3	Y
115	European Alder	2	6	Y
119	White Ash	1	16	Y
123	Green Ash	1	29	Y
124	Green Ash	1	16	Y
125	Green Ash	1	11	Y
126	Green Ash	1	17	
130	Green Ash	1	16	
135	Green Ash	1	12	
139	White Ash	1	7	
144	Green Ash	1	5	Y

145	Green Ash	1	10	Y
147	White Ash	1	10	
164	White Ash	1	5	
168	Box Elder	1	18	
171	Green Ash	1	8	
172	Green Ash	1	8	
173	Box Elder	1	8	
175	White Ash	1	8	
176	Green Ash	1	19	
177	Green Ash	3	18	
178	White Ash	1	15	
184	Hackberry	1	15	Y
187	Green Ash	1	8	
188	White Ash	1	8	
189	Green Ash	3	16	
190	Green Ash	1	5	
192	Green Ash	1	7	
193	Green Ash	3	19	
196	Green Ash	2	25	
197	White Ash	1	6	
198	Green Ash	1	15	
200	Green Ash	1	18	
203	Red Elm	1	6	Y
204	Green Ash	1	14	
207	Green Ash	1	8	
212	Green Ash	1	13	
213	Green Ash	1	9	
217	Green Ash	1	11	
219	White Ash	1	7	
220	Green Ash	1	13	
223	Green Ash	1	7	
224	Green Ash	1	7	
226	Green Ash	1	9	
232	White Ash	1	7	
233	Green Ash	1	7	
234	Green Ash	1	5	
235	White Ash	1	7	
236	Green Ash	1	11	
239	Green Ash	1	8	
241	Black Locust	1	13	
244	White Ash	1	24	
245	White Ash	1	24	Y
246	Green Ash	1	16	Y
253	Green Ash	1	12	
256	Green Ash	2	25	
257	Green Ash	1	10	
261	Green Ash	1	24	Y
263	Green Ash	1	13	Y
265	Green Ash	1	7	
267	River Birch	1	14	Y

269	River Birch	2	17	Y
271	Green Ash	1	21	Y
272	Green Ash	1	17	Y
282	Green Ash	3	35	
283	Green Ash	1	18	
284	Green Ash	1	6	
286	Green Ash	1	7	
288	Green Ash	1	6	
289	Green Ash	1	6	
290	Black Ash	1	10	
291	Green Ash	1	22	
292	White Ash	1	31	
293	Green Ash	1	12	
295	Green Ash	1	5	
296	Green Ash	1	9	
297	White Ash	1	3	
298	Black Ash	1	19	
299	European Alder	1	3	
301	White Ash	1	14	
302	White Ash	1	13	
304	Green Ash	1	10	
305	White Ash	2	25	
306	White Ash	1	16	
307	Green Ash	1	8	
308	Green Ash	1	13	
309	Black Ash	1	5	
311	Green Ash	1	12	
312	Green Ash	1	14	
314	Green Ash	1	12	
315	Green Ash	1	12	
319	Green Ash	1	7	
322	White Ash	1	23	Y
326	Green Ash	1	10	
327	Green Ash	1	5	
328	Green Ash	1	4	
329	Green Ash	2	11	
330	Green Ash	1	6	
331	Black Ash	1	6	
332	Green Ash	2	13	
333	Black Ash	2	14	
334	Green Ash	1	5	
335	Green Ash	1	4	
337	Green Ash	2	15	
338	Green Ash	1	3	
340	Green Ash	1	5	
342	Green Ash	2	13	
343	Black Ash	2	19	
345	Black Ash	1	5	
346	Green Ash	1	27	
348	Green Ash	1	7	

349	Black Ash	1	7	
351	Green Ash	1	21	Y
353	Green Ash	1	18	Y
354	Green Ash	1	15	Y
355	Green Ash	1	10	
356	Green Ash	4	29	
362	Green Ash	1	10	
364	Green Ash	2	27	
365	Green Ash	1	10	
373	Green Ash	1	11	
376	Green Ash	1	7	
377	Green Ash	1	13	
378	Green Ash	1	8	
380	Green Ash	1	13	
382	White Ash	2	24	
386	Green Ash	1	4	
387	Green Ash	1	10	
388	Green Ash	1	16	
392	White Ash	1	19	
396	Green Ash	1	14	
400	Green Ash	1	13	
404	White Ash	1	15	
409	Green Ash	1	22	
412	Green Ash	1	5	
415	Green Ash	1	21	
416	White Ash	1	13	
417	Green Ash	1	9	
418	Green Ash	1	12	
419	Green Ash	1	8	
420	Green Ash	1	17	
422	White Ash	1	22	
425	Green Ash	1	11	
427	Green Ash	1	12	
431	Green Ash	1	11	
441	Green Ash	1	22	Y
450	Green Ash	1	15	
452	Green Ash	1	5	
453	Green Ash	2	26	
456	Green Ash	2	16	
460	White Ash	1	20	
462	Green Ash	1	15	
471	Buckthorn	1	3	
472	Green Ash	1	10	
474	Green Ash	1	5	
479	Green Ash	1	5	
480	White Ash	1	18	
482	Green Ash	1	12	
483	Buckthorn	1	5	
484	Green Ash	1	12	
485	Buckthorn	1	7	

486	Green Ash	1	5	
487	Green Ash	1	10	
488	Green Ash	4	26	
489	Black Ash	1	12	
491	Green Ash	1	6	
492	Green Ash	1	10	
497	White Ash	1	13	
499	Green Ash	1	16	
503	Green Ash	1	15	
515	Black Ash	1	5	
523	Black Ash	1	13	
525	Black Ash	1	9	
527	Green Ash	1	5	
528	Green Ash	1	5	
529	Green Ash	1	5	
534	Green Ash	1	3	
535	Green Ash	1	5	
536	Green Ash	1	5	
537	Green Ash	1	8	
540	Green Ash	1	4	
544	Green Ash	1	14	
550	Green Ash	1	5	

SECTION E: BIDDERS ACKNOWLEDGEMENT
TENNEY LAGOON SHORELINE RESTORATION AND
TENNEY PARK (E. JOHNSON ST) BIKE PATH
CONTRACT NO. 7386

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 - 2015 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. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(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 DRAX INC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of DE a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this

21 day of MAY, 20 15

Charles D. Cook
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 9/28/2018

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



SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

TENNEY LAGOON SHORELINE RESTORATION & TENNEY PARK (E. JOHNSON ST) BIKE PATH CONTRACT NO. 7386

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

Not Applicable ☒ *NONE*

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

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

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

**TENNEY LAGOON SHORELINE RESTORATION &
TENNEY PARK (E. JOHNSON ST) BIKE PATH
CONTRACT NO. 7386**

Best Value Contracting

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

DRAX will use a Construction Craft Laborer

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- ☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- ☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- ☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- ☐ First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- ☐ Contractor has been in business less than one year.
- ☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- ☐ BRICKLAYER
- ☐ CARPENTER
- ☐ CEMENT MASON / CONCRETE FINISHER
- ☐ CEMENT MASON (HEAVY HIGHWAY)
- ☒ CONSTRUCTION CRAFT LABORER
- ☐ DATA COMMUNICATION INSTALLER
- ☐ ELECTRICIAN
- ☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- ☐ GLAZIER
- ☐ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- ☐ INSULATION WORKER (HEAT & FROST)
- ☐ IRON WORKER
- ☐ IRON WORKER (ASSEMBLER, METAL BLDGS)
- ☐ PAINTER & DECORATOR
- ☐ PLASTERER
- ☐ PLUMBER
- ☐ RESIDENTIAL ELECTRICIAN
- ☐ ROOFER & WATER PROOFER
- ☐ SHEET METAL WORKER
- ☐ SPRINKLER FITTER
- ☐ STEAMFITTER
- ☐ STEAMFITTER (REFRIGERATION)
- ☐ STEAMFITTER (SERVICE)
- ☐ TAPER & FINISHER
- ☐ TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- ☐ TILE SETTER

TENNEY LAGOON SHORELINE RESTORATION &
TENNEY PARK (E. JOHNSON ST) BIKE PATH
CONTRACT NO. 7386

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

Company: DRAX, INC.
Address: 2801 INTERNATIONAL LN Ste 205, MADISON WI 53704
Telephone Number: 268 3468 Fax Number: 237 7014
Contact Person/Title: ANDREW H. LANGUM ~~II~~ President

Prime Bidder Certification

I, ANDREW H. LANGUM ~~II~~, PRESIDENT of
Name Title
DRAX INC Company certify that the information

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

Alicia Langum
Witness Signature

Andrew H. Langum ~~II~~
Bidder's Signature

5/21/15
Date

**TENNEY LAGOON SHORELINE RESTORATION &
TENNEY PARK (E. JOHNSON ST) BIKE PATH
CONTRACT NO. 7386**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
DRAX INC IS AN SBE	Concrete	10 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 10 %.

TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST.) BIKE PATH
 CONTRACT NO. 7386
 DATE: 5/22/15

Drax Inc

Item	Quantity	Price	Extension
Section B: Proposal Page			
20217.0 - CLEAR STONE - TON	375.00	\$14.20	\$5,325.00
20221.0 - TOPSOIL - S.Y.	13004.00	\$2.31	\$30,039.24
20228.0 - MEDIUM RIPRAP (UNDISTRIBUTED) - TON	40.00	\$42.10	\$1,684.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR (UNDISTRIBUTED) - S.Y.	25.00	\$2.63	\$65.75
20314.0 - REMOVE PIPE - L.F.	128.00	\$11.00	\$1,408.00
20701.0 - TERRACE SEEDING - S.Y.	13004.00	\$0.55	\$7,152.20
20703.0 - TEMPORARY SEEDING (UNDISTRIBUTED) - S.Y.	500.00	\$1.37	\$685.00
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$2,500.00	\$2,500.00
21002.0 - EROSION CONTROL INSPECTION - EACH	19.00	\$200.00	\$3,800.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	4.00	\$420.00	\$1,680.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$300.00	\$300.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN (UNDISTRIBUTED) - L.F.	1000.00	\$3.50	\$3,500.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	1000.00	\$1.00	\$1,000.00
21022.0 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN (UNDISTRIBUTED) - L.F.	1000.00	\$1.95	\$1,950.00
21023.0 - SILT FENCE - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	1000.00	\$0.50	\$500.00
21052.0 - POLYMER STABILIZATION - S.Y.	1200.00	\$0.23	\$276.00
21056.0 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	15.00	\$78.94	\$1,184.10
21057.0 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EACH	45.00	\$21.05	\$947.25
21058.0 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EACH	15.00	\$1.42	\$21.30
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	2500.00	\$4.42	\$11,050.00
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC (UNDISTRIBUTED) - S.Y.	500.00	\$10.53	\$5,265.00
21081.0 - EROSION MATTING, CLASS III, TYPE A - S.Y.	838.00	\$3.15	\$2,639.70
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	128.00	\$42.00	\$5,376.00
50403.0 - 10 INCH STORM SEWER PIPE - C900 (UNDISTRIBUTED) - L.F.	10.00	\$63.00	\$630.00
50404.0 - 12 INCH STORM SEWER PIPE - C900 - L.F.	104.00	\$55.78	\$5,801.12
50411.0 - 12 INCH RCP STORM SEWER PIPE - L.F.	24.00	\$1,010.40	\$24,249.60
50461.0 - 12 INCH RCP AE - EACH	2.00	\$105.00	\$210.00
50498.0 - JOINT TIES (UNDISTRIBUTED) - EACH	6.00	\$687.28	\$4,123.68
50499.0 - CONCRETE COLLAR - EACH	2.00	\$605.18	\$1,210.36
50801.0 - UTILITY LINE OPENING (ULO) - EACH	6.00	\$2.00	\$12.00
90003.0 - CONSTRUCTION FENCING - L.F.	3000.00	\$2.00	\$6,000.00
90004.0 - ASPHALT REPAIR - S.Y.	500.00	\$33.68	\$16,840.00
90005.0 - ROOT CUTTING - EACH	25.00	\$5.26	\$131.50
90030.0 - MOBILIZATION - LUMP SUM	1.00	\$50,000.00	\$50,000.00
90031.0 - LAGOON/STORM CONTROL - LUMP SUM	1.00	\$115,000.00	\$115,000.00

TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST.) BIKE PATH
CONTRACT NO. 7386
DATE: 5/22/15

Drax Inc

Item	Quantity	Price	Extension
90032.0 - NATIVE AND ORNAMENTAL PLANT MAINTENANCE - LUMP SUM	1.00	\$1,605.06	\$1,605.06
90034.0 - VEGETATED BUFFER - L.F.	3985.00	\$13.68	\$54,514.80
90035.0 - COIR LOG - L.F.	3308.00	\$15.78	\$52,200.24
90036.0 - #2 WASHED STONE - TON	10.00	\$16.84	\$168.40
90037.0 - MUSKRAT BARRIER - L.F.	4020.00	\$3.68	\$14,793.60
90038.0 - TURF REMOVAL - S.Y.	2692.00	\$2.63	\$7,079.96
90039.0 - LIMESTONE STEPS - L.F.	140.00	\$336.00	\$47,040.00
90040.0 - REGROWTH MAINTENANCE - S.Y.	21969.00	\$0.23	\$5,052.87
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10911.0 - MOBILIZATION (PATH) - LUMP SUM	1.00	\$40,092.37	\$40,092.37
20101.0 - EXCAVATION CUT - C.Y.	974.00	\$12.10	\$11,785.40
20140 - GEOTEXTILE FABRIC TYPE SAS NON-WOVEN - S.Y.	944.00	\$2.37	\$2,237.28
20219.0 - BREAKER RUN - TON	560.00	\$13.68	\$7,660.80
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	106.00	\$5.26	\$557.56
20303 - SAWCUT BITUMINOUS PAVEMENT - L.F.	10.00	\$5.00	\$50.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	76.00	\$3.16	\$240.16
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1364.00	\$1.36	\$1,855.04
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	50.00	\$63.15	\$3,157.50
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	28.00	\$36.84	\$1,031.52
30302.0 - 7 INCH CONCRETE SIDEWALK - S.F.	2012.00	\$7.37	\$14,828.44
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	32.00	\$52.63	\$1,684.16
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	772.00	\$18.94	\$14,621.68
40201.0 - HMA PAVEMENT, TYPE E-0.3 - TON	203.00	\$97.88	\$19,869.64
60229.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT BY "OPEN TRENCH" METHOD - LF	910.00	\$5.63	\$5,123.30
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF	40.00	\$5.63	\$225.20
60231.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT BY "OPEN TRENCH" METHOD - LF	40.00	\$5.26	\$210.40
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-DUCT - LF	40.00	\$18.94	\$757.60
60402.0 - CONSTRUCT LB-2 BASE - EACH	3.00	\$578.88	\$1,736.64
60441.0 - AUGER CONCRETE ELECTRICAL BASE - EACH	1.00	\$578.88	\$578.88
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	1.00	\$578.88	\$578.88
60806.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH (5' LINE, 5' GAP) - L.F.	40.00	\$22.10	\$884.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	280.00	\$10.53	\$2,948.40
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	30.00	\$14.74	\$442.20
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	160.00	\$8.00	\$1,280.00
60885.0 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	30.00	\$12.00	\$360.00
90001.0 - LIMESTONE SHORELINE FOR PATH - LF	345.00	\$336.00	\$115,920.00
90002.0 - TREE PROTECTION - EACH	17.00	\$53.00	\$901.00
20401.0 - CLEARING - I.D.	3079.00	\$16.31	\$50,218.49
20403.0 - GRUBBING - I.D.	790.00	\$5.79	\$4,574.10
90033.0 - BRUSHING - S.Y.	7323.00	\$2.81	\$20,577.63
75 Items	Totals		\$823,000.00

SECTION G: BID BOND

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

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

**TENNEY LAGOON SHORELINE RESTORATION &
TENNEY PARK (E. JOHNSON ST) BIKE PATH
CONTRACT NO. 7386**

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

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

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

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

Seal _____
Drax, Inc.
Principal _____
Date 5/22/2015
By: Andrew H. Langum IV
Andrew H. Langum IV, President
American Contractors Indemnity Company
Name of Surety _____
By: Jeremy Crawford
Jeremy Crawford, Attorney-In-Fact
Date 5/21/2015

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2505634 for the year 2015, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

5/21/2015
Date
CCI Surety, Inc.
Agent
1710 N Douglas Dr, Suite 110
Address
Golden Valley, MN 55422
City, State and Zip Code
763.543.6993
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber
or Lisa Jabas of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of May, 2015

Corporate Seals

Bond No. 1001044322-9

Agency No. 8219



[Signature]
Michael Chalekson, Assistant Secretary

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
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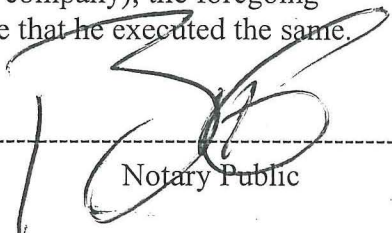
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- Microprint Protection
- Acid Free

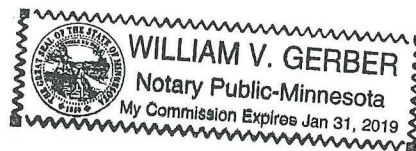
Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 21st day of May, 2015 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public



SECTION H: AGREEMENT

THIS AGREEMENT made this 17 day of JUNE in the year Two Thousand and Fifteen between **DRAX, INC.** 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 **JUNE 16, 2015**, 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:

TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST) BIKE PATH CONTRACT NO. 7386

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 **EIGHT HUNDRED TWENTY-THREE THOUSAND (\$823,000.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"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 pre-apprentices, 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 Subjourney persons. Apprentices and sub journeypersons 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 therefore; 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 therefore; 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. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

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 and DWD prevailing wage requirements are attached hereto as Sec. I of 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, gender identity, 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Affirmative Action Division Manager.

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. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

6. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.

**TENNEY LAGOON SHORELINE RESTORATION AND
TENNEY PARK (E. JOHNSON ST) BIKE PATH
CONTRACT NO. 7386**

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:

Scott J. J... 6/17/15
Witness Date
Scott J. J... 6/17/15
Witness Date

DRAX, INC.

Company Name

Paul H. Jay... 17/June/15
President Date
Paul H. Jay... 17/June/15
Secretary Date

CITY OF MADISON, WISCONSIN

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

[Signature]
Finance Director

Signed this 7th day of July

[Signature]
Witness

[Signature]
Witness

Approved as to form:

[Signature]
City Attorney

[Signature] 7-7-15
Mayor Date

Maibeth Witzel-Behl 6-22-2015
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DRAX, INC. as principal, and
American Contractors Indemnity Company
Company of California as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of EIGHT HUNDRED TWENTY-THREE THOUSAND (\$823,000.00)
Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we
hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

TENNEY LAGOON SHORELINE RESTORATION AND TENNEY PARK (E. JOHNSON ST) BIKE PATH CONTRACT NO. 7386

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 17th day of June, 2015

Countersigned:

DRAX, INC.

Company Name (Principal)

Witness

Andrew H. Langum IV

Seal

Secretary

Approved as to form:

American Contractors Indemnity Company

Surety

Seal

☐ Salary Employee

☒ Commission

By

Jeremy Crawford
Attorney-in-Fact

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
License No. 2394946 for the year 2015, and appointed as attorney-in-fact with
authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

6/17/15
Agent Signature Jeremy Crawford, Attorney-in-Fact

**FINAL CONTRACT AMOUNTS THAT
EXCEED THE ORIGINAL CONTRACT
AMOUNT WILL BE CHARGED AN
ADDITIONAL PREMIUM. INCLUDE
THESE PREMIUM CHARGES IN
YOUR CHANGE ORDERS.**

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber
or Lisa Jabas of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of June, 2015.

Corporate Seals

Bond No. 1001048181
Agency No. 8219



Michael Chalekson, Assistant Secretary

Kan't Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
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SECTION J: PREVAILING WAGE RATES

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/7/2015

DETERMINATION NUMBER: 201500014

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. 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

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

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 All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016 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.	32.82	18.66	51.48
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
107	Cement Finisher	31.98	12.04	44.02
108	Drywall Taper or Finisher	26.05	18.23	44.28
109	Electrician Future Increase(s): Add \$1.20/hr on 6/1/15; Add \$1.25/hr on 6/1/16. 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.	34.82	19.67	54.49
110	Elevator Constructor	43.84	27.09	70.93

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
111	Fence Erector	18.00	6.09	24.09
112	Fire Sprinkler Fitter	36.79	18.81	55.60
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	15.90	47.30
118	Line Constructor (Electrical)	39.50	17.73	57.23
119	Marble Finisher	16.25	2.32	18.57
120	Marble Mason	32.09	18.04	50.13
121	Metal Building Erector	19.05	8.08	27.13
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2015; Add \$1.47/hr on 6/1/2016.	34.44	16.07	50.51
123	Overhead Door Installer	27.46	1.98	29.44
124	Painter	25.75	16.60	42.35
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. 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.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	30.83	20.89	51.72
129	Plasterer Future Increase(s): Add \$1.56 on 06/01/2015; Add \$1.61 on 06/01/2016; Add \$1.66 on 06/01/2017	32.65	19.36	52.01
130	Plumber Future Increase(s): Add \$1.80 on 6/1/15	37.57	17.47	55.04

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
132	Refrigeration Mechanic Future Increase(s): Add \$1.80 on 6/1/15	44.20	18.26	62.46
133	Roofer or Waterproofer	29.40	11.31	40.71
134	Sheet Metal Worker	34.45	22.54	56.99
135	Steamfitter Future Increase(s): Add \$1.80/hr on 6/1/15.	44.20	18.26	62.46
137	Teledata Technician or Installer 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	12.74	35.24
138	Temperature Control Installer	42.95	15.04	57.99
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.81	17.18	46.99
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	26.76	58.36
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.90	9.83	31.73

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

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	32.89	18.96	51.85
203	Three or More Axle	18.00	21.99	39.99

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>
		\$	\$	\$
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	21.99	39.99

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 \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.97	15.12	40.09
302	Asbestos Abatement Worker	18.00	9.58	27.58
303	Landscaper	18.75	10.26	29.01
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.55	14.14	35.69
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.82	14.16	32.98
314	Railroad Track Laborer	14.50	5.29	19.79
315	Final Construction Clean-Up Worker Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016	24.97	15.12	40.09

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r'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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
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). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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).	41.65	21.71	63.36

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	36.67	19.78	56.45
509	Backhoe (Track Type) Having a Mfg'r'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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	35.42	19.78	55.20
510	Backhoe (Track Type) Having a Mfg'r.'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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	34.22	19.78	54.00

Fringe Benefits Must Be Paid On All Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
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; 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. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	31.62	19.78	51.40
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; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	30.99	19.78	50.77
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	33.12	19.35	52.47
516	Fiber Optic Cable Equipment	28.89	17.95	46.84

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. 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.	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): 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.	35.18	16.78	51.96
109	Electrician 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.	33.93	22.77	56.70
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	42.95	17.81	60.76
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30

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>
		\$	\$	\$
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
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 \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
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 Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 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.	26.34	15.13	41.47
303	Landscaper	39.43	0.00	39.43

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> \$
304	Flagperson or Traffic Control Person	31.95	0.00	31.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK****Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	37.24	20.10	57.34
522	Backhoe (Track Type) Having a Mfr.'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 \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	34.22	19.78	54.00
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.82	18.96	49.78
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.	30.69	18.46	49.15
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.19	18.96	49.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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 All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): 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.	35.18	16.78	51.96
109	Electrician 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.	33.93	22.77	56.70
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
124	Painter	26.65	13.10	39.75
125	Pavement Marking Operator	29.22	25.90	55.12
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2016. 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.	33.24	16.00	49.24
133	Roofer or Waterproofer	29.40	11.31	40.71

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.29	46.89
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.73	12.17	33.90

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 Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. 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.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/busine
ss/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/busine ss/civilrights/laborwages/pwc.htm .	30.27	21.15	51.42
205	Pavement Marking Vehicle	23.16	21.13	44.29
206	Shadow or Pilot Vehicle	24.37	17.77	42.14

207	Truck Mechanic	24.52	17.77	42.29
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LABORERSFringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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).	30.41	15.14	45.55
302	Asbestos Abatement Worker	18.00	9.58	27.58
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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).	30.41	15.14	45.55
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s):	26.76	15.14	41.90

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> \$
	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.			
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.72	21.15	58.87
532	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 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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

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> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.72	21.15	57.87

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 & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.46	21.15	57.61
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); 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.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</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 & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.17	21.15	57.32
536	Fiber Optic Cable Equipment.	28.89	17.95	46.84
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36

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>	\$	\$	\$
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.	35.72	17.85	53.57
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	35.46	20.40	55.86

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	32.09	18.04	50.13
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): 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.	35.18	16.78	51.96
109	Electrician	35.72	19.17	54.89
111	Fence Erector	18.00	6.09	24.09
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	39.50	17.73	57.23
124	Painter	25.75	16.60	42.35
125	Pavement Marking Operator	30.10	17.34	47.44
126	Piledriver	29.56	25.71	55.27
133	Roofer or Waterproofer	29.40	11.31	40.71
137	Teledata Technician or Installer	22.25	12.24	34.49
143	Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12

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	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72
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 \$1.15/hr on 6/1/2015. 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.	25.18	18.31	43.49
203	Three or More Axle	16.00	0.00	16.00
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	24.37	17.77	42.14
207	Truck Mechanic	16.00	0.00	16.00
LABORERS				

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
301	General Laborer	29.32	12.44	41.76
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s):	30.13	15.14	45.27

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
	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).			
304	Flagperson or Traffic Control Person	19.06	14.29	33.35
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
314	Railroad Track Laborer	14.50	5.29	19.79

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.72	21.15	58.87

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>	\$	\$	\$
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37
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.	35.72	17.85	53.57

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	36.46	21.15	57.61
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.	35.17	20.40	55.57
546	Fiber Optic Cable Equipment.	28.89	17.95	46.84
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	36.72	20.40	57.12
552	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 Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	36.17	20.80	56.97
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	36.17	21.15	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

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 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> \$
101	Acoustic Ceiling Tile Installer	33.07	16.07	49.14
102	Boilermaker	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.40 on 06/01/2015; Add \$1.45 on 06/06/2016 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.	32.82	18.66	51.48
104	Cabinet Installer	34.42	0.00	34.42
105	Carpenter	31.40	2.01	33.41
106	Carpet Layer or Soft Floor Coverer	30.00	0.00	30.00
107	Cement Finisher	24.08	0.00	24.08
108	Drywall Taper or Finisher	8.50	0.00	8.50
109	Electrician	20.00	6.62	26.62
110	Elevator Constructor	23.26	0.00	23.26
111	Fence Erector	16.00	3.76	19.76
112	Fire Sprinkler Fitter	39.00	18.00	57.00
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown)	23.00	10.55	33.55
116	Ironworker	31.50	20.01	51.51
117	Lather	31.40	2.01	33.41
119	Marble Finisher	16.25	2.32	18.57
120	Marble Mason	32.09	18.04	50.13

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
121	Metal Building Erector	18.00	5.88	23.88
123	Overhead Door Installer	16.65	1.03	17.68
124	Painter	25.75	8.94	34.69
125	Pavement Marking Operator	18.75	2.47	21.22
129	Plasterer	25.00	10.45	35.45
130	Plumber	30.00	10.44	40.44
132	Refrigeration Mechanic	17.00	13.56	30.56
133	Roofer or Waterproofer	15.00	1.37	16.37
134	Sheet Metal Worker	22.54	5.20	27.74
135	Steamfitter	23.62	16.12	39.74
137	Teledata Technician or Installer	18.00	28.48	46.48
138	Temperature Control Installer	22.00	1.62	23.62
139	Terrazzo Finisher	16.25	2.32	18.57
140	Terrazzo Mechanic	30.71	16.52	47.23
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter Future Increase(s): Add \$1.40/hr on 6/01/2015; Add \$1.45/hr on 6/06/2016.	31.55	18.26	49.81
143	Tuckpointer, Caulker or Cleaner	14.00	8.75	22.75
146	Well Driller or Pump Installer	12.75	9.50	22.25
147	Siding Installer	17.25	0.00	17.25

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	16.50	0.00	16.50
203	Three or More Axle	18.00	2.44	20.44
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	2.44	20.44

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	24.21	8.02	32.23
302	Asbestos Abatement Worker	16.50	8.21	24.71
303	Landscaper	12.00	0.00	12.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
315	Final Construction Clean-Up Worker	10.00	3.47	13.47

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	34.22	19.78	54.00

Future Increase(s):

Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.

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. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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 \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm .	36.72	21.15	57.87
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***** END OF RATES *****

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.