

Contract Routing Form

ROUTING: Routine

printed on: 10/13/2015

Contract between: Eco-Resource Consulting LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Tenney Lagoon Shoreline Native Vegetation Installation and Maintenance

Contract No.: 7515
Enactment No.: RES-15-00794
Dollar Amount: 271,052.34

File No.: 40025
Enactment Date: 10/09/2015

Contract Approved & Posted in Memo
KLSV

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-13-2015	10-13-2015
Director of Civil Rights	10-14-2015	10/16/15 MOD.
Risk Manager	10-19-15	10/27/15 12N
Finance Director	10-27-15	10-29-15
City Attorney 1261	10-29-15	11-04-15
Mayor	11/4/15	11/4/15

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

Original + 2 Copies

10/13/2015 08:56:10 enknb - Sarah Lerner-608.261.4281

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

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File #: 40025 Version: 1

Name:

Awarding Public Works Contract No. 7515, Tenney Lagoon Shoreline Native Vegetation Installation and Maintenance.

Type: Resolution

Status:

Passed

File created: 9/2/2015

In control:

[BOARD OF PUBLIC WORKS](#)

On agenda: 10/6/2015

Final action:

10/6/2015

Enactment date: 10/9/2015

Enactment #:

RES-15-00794

Title:

Awarding Public Works Contract No. 7515, Tenney Lagoon Shoreline Native Vegetation Installation and Maintenance.

Sponsors:

[BOARD OF PUBLIC WORKS](#)

Attachments:

1. [Contract 7515.pdf](#)

History (3) Text

3 records Group Export						
Date ▼	Ver.	Action By	Action	Result	Action Details	Watch
10/6/2015	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	Action details	Not available
9/16/2015	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER		Action details	Not available
9/2/2015	1	Engineering Division	Refer		Action details	Not available



PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7515
TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE

ECO-RESOURCE CONSULTING LLC

\$271,052.34

Acct. No. 10463-51-130:54250(98852)
Contingency 12%±

\$271,052.34
32,527.66

GRAND TOTAL

\$303,580.00

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

Friday, October 2, 2015

Page 3

MOSCA, ELIZABETH
MIDDLETON WI

License Status: Active
License No: 2530156
NPN No: 12305256
Effective Date: 11-18-2008
Expiration Date: 03-31-2017
License Type: Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	11-25-2008	Active
Casualty	Resident	11-18-2008	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	CAS/Active	08-05-2015		
	PROP/Active	08-05-2015		
Addison Insurance Company	CAS/Active	08-07-2015		
	PROP/Active	08-07-2015		
American Casualty Company of Reading, Pennsylvania	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
American Economy Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American Fire and Casualty Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American Guarantee and Liability Insurance Company	CAS/Active	08-14-2015		
	PROP/Active	08-14-2015		
American States Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
American Zurich Insurance Company	CAS/Active	08-14-2015		
	PROP/Active	08-14-2015		
Berkley Regional	CAS/Active	01-12-2009		

Insurance Company	PROP/Active	01-12-2009		
Cincinnati Casualty Company, The	CAS/Active	08-11-2015		
	PROP/Active	08-11-2015		
Cincinnati Indemnity Company, The	CAS/Active	08-11-2015		
	PROP/Active	08-11-2015		
Cincinnati Insurance Company, The	CAS/Active	08-11-2015		
	PROP/Active	08-11-2015		
Colonial American Casualty and Surety Company	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
Consolidated Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Continental Casualty Company	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Continental Insurance Company, The	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
Fidelity and Deposit Company of Maryland	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
First National Insurance Company of America	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
First Sealord Surety, Inc.	CAS/Inactive	09-17-2009	02-08-2012	Canceled
General Insurance Company of America	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Granite Re, Inc.	CAS/Active	01-14-2009		
Guarantee Company of North America USA, The	CAS/Inactive	01-22-2009	12-28-2011	Vol. Surrender per Agent Rqst
Hawkeye-Security Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Indiana Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Liberty Mutual	CAS/Inactive	02-04-2010	08-25-2014	Canceled

Insurance Company				
Merchants Bonding Company (Mutual)	CAS/Active	05-03-2013		
	CAS/Inactive	12-03-2008	10-12-2010	Canceled
Merchants National Bonding, Inc.	CAS/Active	05-03-2013		
Midwestern Indemnity Company, The	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
National Fire Insurance Company of Hartford	CAS/Active	05-21-2013		
	CAS/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
	PROP/Active	05-21-2013		
	PROP/Inactive	01-08-2009	09-29-2010	Vol. Surrender per Agent Rqst
Netherlands Insurance Company, The	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Ohio Casualty Insurance Company, The	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Ohio Security Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Old Republic Insurance Company	CAS/Active	12-30-2010		
	CAS/Inactive	12-20-2008	07-06-2010	Canceled
Old Republic Surety Company	CAS/Active	12-30-2010		
	CAS/Inactive	12-20-2008	07-06-2010	Canceled
Peerless Indemnity Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Peerless Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
Pioneer Specialty Insurance Company	CAS/Active	08-26-2015		
	PROP/Active	08-26-2015		
SAFECO Insurance Company of America	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
SAFECO Insurance Company of Illinois	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
SOCIETY INSURANCE, a mutual company	CAS/Active	08-04-2015		
	PROP/Active	08-04-2015		
Star Insurance	CAS/Inactive	07-06-2010	04-19-2011	Canceled

Company	PROP/Inactive	07-06-2010	04-19-2011	Canceled
Transportation Insurance Company	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
United Fire & Casualty Company	CAS/Inactive	10-03-2013	08-14-2015	Canceled
	PROP/Inactive	10-03-2013	08-14-2015	Canceled
Valley Forge Insurance Company	CAS/Active	05-21-2013		
	PROP/Active	05-21-2013		
West American Insurance Company	CAS/Inactive	01-18-2010	08-25-2014	Canceled
	PROP/Inactive	01-18-2010	08-25-2014	Canceled
West Bend Mutual Insurance Company	CAS/Active	08-08-2011		
	PROP/Active	08-08-2011		
Western National Assurance Company	CAS/Active	08-26-2015		
	PROP/Active	08-26-2015		
Western National Mutual Insurance Company	CAS/Active	08-26-2015		
	CAS/Inactive	04-03-2014	08-19-2015	Canceled
	PROP/Active	08-26-2015		
	PROP/Inactive	04-03-2014	08-19-2015	Canceled
Western Surety Company	CAS/Active	08-28-2015		
	CAS/Inactive	09-25-2013	08-03-2015	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-08-2009	10-28-2010	Vol. Surrender per Agent Rqst
Zurich American Insurance Company	CAS/Active	05-14-2013		
	PROP/Active	05-14-2013		
Zurich American Insurance Company of Illinois	CAS/Active	08-14-2015		
	PROP/Active	08-14-2015		

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.

\$271,052.34
FILE

BID OF ECO-RESOURCE CONSULTING, LLC

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TENNEY LAGOON SHORELINE NATIVE VEGETATION
INSTALLATION AND MAINTENANCE

CONTRACT NO. 7515

MUNIS NO. 10463-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 6, 2015

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

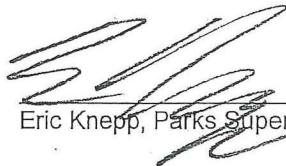
**TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND
MAINTENANCE
CONTRACT NO. 7515**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS	A-1
SECTION B: PROPOSAL SECTION	B-1
SECTION C: SMALL BUSINESS ENTERPRISE	C-1
SECTION D: SPECIAL PROVISIONS	D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT	E-1
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING	F-1
SECTION G: BID BOND	G-1
SECTION H: AGREEMENT	H-1
SECTION I: PAYMENT AND PERFORMANCE BOND	I-1
SECTION J: PREVAILING WAGE RATES	J-1

This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EMK: SCLL

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 NATIVE VEGETATION INSTALLATION AND MAINTENANCE
CONTRACT NO.:	7515
SBE GOAL	20%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	8/28/2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	8/28/2015
BID SUBMISSION (1:00 P.M.)	9/4/2015
BID OPEN (1:30 P.M.)	9/4/2015
PUBLISHED IN WSJ	8/14/2015, 8/21/2015 & 8/28/2015

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 Ecological Restoration

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 NATIVE VEGETATION INSTALLATION AND MAINTENANCE CONTRACT NO. 7515

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 102.1: PREQUALIFICATION OF BIDDERS

The work associated with the installation and maintenance of native landscaping has necessitated a new prequalification category:

399 – Ecological Restoration

The Contractor shall be pre-qualified under this new category to bid on this project. The contract shall be awarded to the lowest responsible bidder that meets the requirements of category 399. Contractors interested in pre-qualifying for category 399 shall complete and submit the Contractors Prequalification Application and Affirmative Action Plan packet along with the materials required in Attachment 1 as soon as possible, but no later than 1:00 PM on Friday August 28th to be considered for PW Contract 7515 Tenney Lagoon Shoreline Native Vegetation Installation and Maintenance.

Submit Pre-qualification packet to:
City of Madison Engineering Division
Attn: Johanna Johnson
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53701

To ensure properly completed application, please contact the City Engineering Division at (608) 264-9274 prior to submission of the pre-qualification packet. Note that when using category #399, this category is designated for "Other". The Contractor will need to write in "Ecological Restoration" in the space just after the work "Other", when submitting the packet.

Attachment 1, at the end of this section, contains a detailed list of submission requirements to obtain prequalification under #399.

If the Contractor does not submit this form with their bid, and they are deemed the lowest bidder, they will have one business day to submit this information to the Sarah Lerner, City of Madison Parks Division, City-County Building, Room 104, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

If the Contractor fails to provide this form within the guidelines described above the Contractor's proposal will be considered non-responsive.

Prospective bidders can also download the prequalification forms from the City's website:
<http://www.cityofmadison.com/business/pw/forms.cfm>

Questions relating to prequalification applications may be directed to Johanna Johnson, City Engineering Division by phone at (608) 264-9274, or email jjohnson@cityofmadison.com.

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).

SECTION 103.5 PAYMENT AND PERFORMANCE BOND

The Contractor shall file with the City prior to the time of execution of the contract a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the contract. The bond shall remain in effect until the date of the Certificate of Substantial Completion. Substantial Completion shall be issued at the end of the 2017. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

SECTION 104: SCOPE OF WORK

This project consists of construction and maintenance associated with installation of native plantings and shoreline restoration along the Tenney Park lagoon. This project continues restoration of the shoreline as part of contract 7386 Tenney Lagoon Shoreline Restoration & Tenney Park (E. Johnson St) Bike Path.

Prior to bidding the Contractor shall review the contract 7386 Tenney Lagoon Shoreline Restoration & Tenney Park (E. Johnson St) Bike Path at

<http://www.cityofmadison.com/business/pw/contracts/docAndSpecs.cfm?ContractNumber=7386>.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section

104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

Any increases or decreases in plants, seeding or brushing shall be measured by the Contractor and verified by the Engineer.

SECTION 105.7: CONTRACT DOCUMENTS

The Contractor shall submit the following documents prior to beginning work on any of the associated activities. Once approved by the 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.

- CONSTRUCTION ACTIVITIES AND MAINTENANCE SCHEDULE (ARTICLE 105.13)
- METHODS AND EQUIPMENT PLAN (ARTICLE 109.5)
- BRUSHING AND HERBICIDE SUBMITTAL (BID ITEM 90002)

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor shall be responsible for staking out the layout of all landscape beds, including seeding areas, as shown on plans with either spray paint or flags. The Contractor must notify the Engineer 48 hours prior to staking landscape beds. The Contractor shall give the Engineer at least 10 business days after staking to review landscape beds prior to brushing, seeding, or planting.

The Contractor shall also be responsible for staking locations of shrubs and trees for review and approval by the Engineer.

The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout 2016 and 2017 to define the edge for City of Madison parks mowers.

Any questions regarding the layout and staking of this project should be directed to Sarah Lerner at the Parks Division at 261-4281.

SECTION 105.12: COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall be responsible for relocating utilities as necessary for digging activities.

In addition to utilities, the Contractor shall be responsible for locating muskrat barrier that was installed in 2015. The location of muskrat barrier is identified in the plans of contract 7386 Tenney Lagoon Shoreline Restoration & Tenney Park (E. Johnson St) Bike Path at <http://www.cityofmadison.com/business/pw/contracts/docAndSpecs.cfm?ContractNumber=7386>. Muskrat barrier can be located via a metal detector. The Contractor shall be responsible for replacing and repairing any damaged utilities or muskrat barrier.

Tenney Park is a popular public facility 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) is a reservable park shelter. 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. The Contractor must work around dates when the shelter is reserved for use. The Contractor shall be responsible for ensuring at the end of each day, that the work site is left clean, orderly, free of construction debris, barricades, etc. The Contractor may have to work around specific shelter reservation dates, and may be required to change schedules depending on special events and reserved dates.
- 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 East Operations Supervisor at 246-4508 or cklinke@cityofmadison.com with questions or concerns regarding maintenance. Mowing and maintenance of all landscape beds proposed in these plans, shall be the responsibility of the Contractor, City staff will not be performing any mowing or brushing in these areas.
- In addition to trees planted as part of this contract, an additional ~150 trees will be planted in Tenney Park throughout the duration of this contract. The Contractor shall accommodate these additional tree planting activities and shall contact the Engineer regarding questions or concerns related to tree planting activities.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall complete any portions of the work in such order of time as has been stated in the contract or in such order as the Engineer may declare necessary by reason of an emergency. The order of doing the work is subject to the review of the City. Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates of construction activities and maintenance.

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 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.

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.

SECTION 108.2: PERMITS

The following permits have been applied for by the City of Madison:

1. City of Madison Erosion Control Permit
2. Wisconsin Department of Natural Resources NOI
3. U.S. Army Corps of Engineers General Permit

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. These permits are specifically for grading operations and general restoration and do not include any approvals for herbicide application.

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

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received.

All planting and seeding shall be carried out at a rate so as to secure full completion within the contract times outlined in Article 207 and 209, the rate of progress, and the time of completion being essential conditions of this Agreement.

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

All plantings shall be installed per City of Madison Standard Specifications for Public Works Contracts unless otherwise defined in the Special Provisions of this contract.

ARTICLE 109.5: METHODS AND EQUIPMENT

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. Vehicular access to the island shall be limited to the Thornton Avenue bridge. The Thornton Avenue bridge is 10' wide and can only accommodate 28,000 lbs occasional loadings for a truck with a single rear axle at a very low speed. Any damage to the existing bridge due to use outside of approved methods and equipment plan, shall be the responsibility of the Contractor to repair as deemed satisfactory by the Engineer. The Contractor shall be required to submit a Methods and Equipment Plan for approval by the Engineer prior to construction.

The Methods and Equipment Plan shall identify the make and model of construction vehicles used, their weight, the full load weight with materials, and the planned haul routes for construction. The Contractor shall not be allowed to stage unplanted plants on site overnight, over weekends and/or holidays.

SECTION 109.7: TIME OF COMPLETION

Seeding shall be installed dormant in 2015 in all areas that do not require brushing. In areas that require brushing as part of this contract, seeding shall be completed in spring 2016 per Article 207 of the Standard Specifications.

Planting installation shall be completed in spring 2016. Spring planting for all plants shall start from the time frost is out of the ground to July 1, 2016.

Landscape and invasive maintenance shall continue until the end of the 2017 growing season.

The first year growing season is defined as the time in 2016 from when plants are installed, until ground is frozen. The 2017 growing season is defined as the time beginning in 2017 from when frost is out of the ground, until the ground is frozen. The contract shall be completed by December 1, 2017.

SECTION 109.14: MOBILIZATION

Mobilization for all activities is incidental to the corresponding bid item. Mobilization will not be paid separately.

SECTION 110.1: MEASUREMENT OF QUANTITIES

Any increases or decreases in plants, seeding or brushing shall be measured by the Contractor and verified by the Engineer.

SECTION 207: SEEDING

Seed bed preparation shall be incidental to all seeding bid items. The Contractor shall encounter the following types of seed bed:

- In areas of existing woody or previously existing woody vegetation there may be significant organic debris on the ground including branches, leaf litter, etc. The Contractor shall be responsible for raking and removing debris and preparing the seed bed to ensure germination of seed.
- In areas that have been recently graded, and removed of turf through contract 7389 Tenney Lagoon Shoreline Restoration & Tenney Park (E. Johnson St.) Bike Path, areas will have existing temporary seeding and Class I Urban Type A erosion matting. Prior to seeding, the Contractor shall cut temporary annual cover crop to a height of 4" and seed into existing cut cover crop and erosion matting. The Contractor shall dispose of cut cover crop vegetation.

BID ITEM 20701- TERRACE SEEDING

DESCRIPTION

Work under this item shall include all work, materials, labor, equipment and incidentals necessary to provide and place terrace seed mix as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall be responsible for selecting Sun Terrace Seed Mix or Shade Terrace Seed Mix per Article 207 of the Standard Specification based on the sun conditions at individual areas.

METHOD OF MEASUREMENT

Terrace Seeding associated with landscape beds shall be measured by the plan square yard quantity. Any increases or decreases in seeding shall be measured by the Contractor and verified by the Engineer.

Terrace Seeding associated with haul route restoration shall be measured per square yard of material based on the following formula: linear feet of haul route x 8' width. This formula will be used regardless of actual haul route width and is intended to encourage the Contractor to limit disturbance in the park. Disturbed areas created by haul routes that extend beyond a 8' width shall be restored by the Contractor at no cost to the City. Approximately 3560 square yards of seed has been included in the proposal for terrace seeding related to haul route restoration.

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 20707- PRAIRIE SEEDING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place prairie seed as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction.

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

In areas where there is not existing temporary annual cover crop, seed shall be sewn with annual cover crop.

Seed at the rate recommended by the manufacturer. Submit additions or substitutions and final mix to Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

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

The native mix shall be as listed below.

DESCRIPTION	% BY WEIGHT	QTY	# SEEDS	/SQ. FT.
FORBS				
Agastache foeniculum (Anise Hyssop)	0.48	1 OZ	90,000	2.1
Allium cernuum (Nodding Onion)	2.86	6 OZ	45,600	1

Anemone canadensis (Canada Anemone)	0.24	0.5 OZ	4,000	0.1
Asclepias incarnata (Rose Milkweed)	3.34	7 OZ	33,600	0.8
Aster novae-angliae (New England Aster)	0.48	1 OZ	66,000	1.5
Aster puniceus (Swamp Aster)	0.48	1 OZ	80,000	1.8
Astragalus canadensis (Canada Milk Vetch)	0.24	0.5 OZ	8,500	0.2
Baptisia bracteata (Cream Wild Indigo)	0.95	2 OZ	2,800	0.1
Blephilia ciliata (Downy Wood Mint)	0.10	0.2 OZ	80,000	1.8
Coreopsis lanceolata (Lance-leaf Coreopsis)	1.91	4 OZ	80,000	1.8
Dalea candida (White Prairie Clover)	3.81	8 OZ	152,000	3.5
Dalea purpurea (Purple Prairie Clover)	3.81	8 OZ	120,000	2.8
Dodecatheon meadia (Midland Shooting Star)	0.48	1 OZ	60,000	1.4
Echinacea pallida (Pale Purple Coneflower)	3.81	8 OZ	41,600	1
Echinacea purpurea (Purple Coneflower)	3.81	8 OZ	52,800	1.2
Gentiana flavida (Cream Gentian)	0.95	2 OZ	280,000	6.4
Liatris ligulistylis (Meadow Blazing Star)	1.43	3 OZ	30,000	0.7
Liatris pycnostachya (Prairie Blazing Star)	4.29	9 OZ	99,000	2.3
Lobelia cardinalis (Cardinal Flower)	0.48	1 OZ	400,000	9.2
Lobelia siphilitica (Great Blue Lobelia)	0.48	1 OZ	500,000	11.5
Monarda fistulosa (Wild Bergamot)	0.48	1 OZ	70,000	1.6
Parthenium integrifolium (Wild Quinine)	2.86	6 OZ	42,000	1
Pedicularis canadensis (Wood Betony)	0.48	1 OZ	33,000	0.8
Penstemon digitalis (Foxglove Beardtongue)	1.43	3 OZ	390,000	9
Physostegia virginiana (Obedient Plant)	0.48	1 OZ	11,000	0.3
Polemonium reptans (Jacob's Ladder)	0.48	1 OZ	18,000	0.4
Pycnanthemum virginianum	0.24	0.5 OZ	110,000	2.5

(Mountain Mint)				
Rudbeckia hirta (Black-eyed Susan)	1.91	4 OZ	368,000	8.4
Ruellia humilis (Wild Petunia)	1.43	3 OZ	15,600	0.4
Solidago speciosa (Showy Goldenrod)	0.48	1 OZ	95,000	2.2
Tradescantia ohiensis (Ohio Spiderwort)	1.91	4 OZ	32,000	0.7
Verbena hastata (Blue Vervain)	0.48	1 OZ	93,000	2.1
Zizia aurea (Golden Alexanders)	1.91	4 OZ	44,000	1
Totals for FORBS :	48.95	102.700 OZ		
TREES, SHRUBS & VINES				
Amorpha canescens (Lead Plant)	0.95	2 OZ	32,000	0.7
GRASSES, SEDGES & RUSHES				
Bouteloua curtipendula (Side-oats Grama PLS)	13.50	1.77 LB	169,882	3.9
Bromus kalmii (Prairie Brome PLS)	13.35	1.75 LB	224,000	5.1
Carex brevior (Plains Oval Sedge)	2.08	4.356 OZ	126,324	2.9
Carex gracilescens (Slender Wood Sedge)	1.43	3 OZ	34,500	0.8
Carex molesta (Field Oval Sedge)	2.08	4.356 OZ	108,900	2.5
Carex vulpinoidea (Brown Fox Sedge)	0.48	1 OZ	100,000	2.3
Schyzachyrium scoparium (Little Bluestem PLS)	15.25	2 LB	480,000	11
Sporobolus heterolepis (Prairie Dropseed PLS)	1.94	4.08 OZ	65,280	1.5
TOTALS	100	209.806 OZ		
		13.113 LB	4,888,386	112

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

METHOD OF MEASUREMENT

For areas identified on the plan for Prairie Seeding. Prairie Seeding shall be measured by the plan square yard quantity. Any increases or decreases in seeding shall be measured by the Contractor and verified by the Engineer.

For areas along the lagoon that is maintained as the Tenney Park Ice Skating rink, approximately 500 square yards of additional seeding has been added to the proposal quantity to reseed any areas that area damaged from ice maintenance.

BASIS OF PAYMENT

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

BID ITEM 20708– SAVANNA SEEDING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place savanna seed as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction.

In areas where there is not existing temporary annual cover crop, seed shall be sewn with annual cover crop.

Seed at the rate recommended by the manufacturer. Submit additions or substitutions and final mix to Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

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

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

DESCRIPTION	% BY WEIGHT	QTY	# SEEDS	/SQ. FT.
FORBS				
Agastache foeniculum (Anise Hyssop)	0.69	1 OZ	90,000	2.1
Allium canadense (Wild Garlic)	7.54	11 OZ	6,160	0.1
Allium cernuum (Nodding Onion)	3.43	5 OZ	38,000	0.9
Anemone virginiana (Tall Thimbleweed)	0.96	1.4 OZ	39,200	0.9
Aquilegia canadensis (Columbine)	1.71	2.5 OZ	95,000	2.2
Aster prenanthoides (Crooked-stemmed Aster)	1.37	2 OZ	240,000	5.5
Astragalus canadensis (Canada Milk Vetch)	0.69	1 OZ	17,000	0.4
Blephilia hirsuta (Hairy Wood Mint)	0.69	1 OZ	240,000	5.5
Camassia scilloides (Wild Hyacinth)	1.37	2 OZ	8,400	0.2
Dodecatheon meadia (Midland Shooting Star)	0.69	1 OZ	60,000	1.4
Echinacea purpurea (Purple Coneflower)	4.80	7 OZ	46,200	1.1
Gentiana flavida (Cream Gentian)	0.75	1.089 OZ	152,460	3.5
Geranium maculatum (Wild Geranium)	1.37	2 OZ	10,000	0.2
Heuchera richardsonii (Prairie Alumroot)	0.14	0.2 OZ	140,000	3.2

Kuhnia eupatorioides (False Boneset)	1.49	2.178	OZ	69,696	1.6
Lobelia siphilitica (Great Blue Lobelia)	0.62	0.9	OZ	450,000	10.3
Osmorhiza claytonii (Sweet Cicely)	4.12	6	OZ	15,000	0.3
Pedicularis canadensis (Wood Betony)	0.69	1	OZ	33,000	0.8
Penstemon digitalis (Foxglove Beardtongue)	1.37	2	OZ	260,000	6
Polemonium reptans (Jacob's Ladder)	1.23	1.8	OZ	32,400	0.7
Polygonatum biflorum (Solomon's Seal)	2.06	3	OZ	2,400	0.1
Polygonum virginianum (Woodland Knotweed)	2.06	3	OZ	10,500	0.2
Pycnanthemum virginianum (Mountain Mint)	0.34	0.5	OZ	110,000	2.5
Rudbeckia hirta (Black-eyed Susan)	2.06	3	OZ	276,000	6.3
Rudbeckia triloba (Brown-eyed Susan)	0.69	1	OZ	34,000	0.8
Silene stellata (Starry Campion)	1.03	1.5	OZ	45,000	1
Smilacina racemosa (Solomon's Plume)	5.49	8	OZ	3,200	0.1
Taenidia integerrima (Yellow Pimpernel)	1.37	2	OZ	12,000	0.3
Zizia aurea (Golden Alexanders)	4.12	6	OZ	66,000	1.5
TREES, SHRUBS & VINES					
Amorpha canescens (Lead Plant)	1.37	2	OZ	32,000	0.7
GRASSES, SEDGES & RUSHES					
Bromus kalmii (Prairie Brome PLS)	8.96	13.064	OZ	104,512	2.4
Carex blanda (Common Wood Sedge)	1.37	2	OZ	25,000	0.6
Carex gracilescens (Slender Wood Sedge)	1.37	2	OZ	23,000	0.5
Carex molesta (Field Oval Sedge)	2.74	4	OZ	100,000	2.3
Diarrhena obovata (Beak Grass)	5.49	8	OZ	20,000	0.5
Elymus hystrix (Bottlebrush Grass PLS)	6.17	9	OZ	68,400	1.6
Elymus virginicus (Virginia Wild Rye PLS)	11.63	1.06	LB	71,232	1.6
Schyzachyrium scoparium (Little Bluestem PLS)	5.98	8.712	OZ	130,680	3
TOTALS	100	145.803	OZ		
		9.113	LB	3,176,440	73

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

METHOD OF MEASUREMENT

For areas identified on the plan for Savanna Seeding. Savanna Seeding shall be measured by the plan square yard quantity. Any increases or decreases in seeding shall be measured by the Contractor and verified by the Engineer.

For areas along the lagoon that is maintained as the Tenney Park Ice Skating rink, approximately 500 square yards of additional seeding has been added to the proposal quantity to reseed any areas that area damaged from ice maintenance.

BASIS OF PAYMENT

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

SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES

All planting as part of this contract shall be completed per Article 209 – Trees, Shrubs, Perennials and Grasses of the latest edition of the City of Madison Standard Specifications for Public Works Construction and as outlined in these Special Provisions.

All plantings shall be installed in spring 2016 and shall be completed by July 1, 2016.

Care and maintenance of plants during the first growing season after installation in 2016 shall be incidental to the cost of BID ITEMS 20900-20936. Landscape maintenance for the 2017 growing season shall be paid separately under BID ITEM 90000 – 2017 LANDSCAPE MAINTENANCE. Removal of existing woody and invasive plants shall be paid separately under BID ITEM 90001 – BRUSHING, continued treatment of brushing areas shall be paid under BID ITEM 90002 – INVASIVE MAINTENANCE.

The first year growing season is defined as the time in 2016 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2017 from when frost is out of the ground, until the ground is frozen.

Preparing the ground for planting shall be incidental to bid items 20900-20936. This includes removing woody debris including twigs, leaves, and other organic matter that has accumulated throughout the years. Prior to planting, the Contractor shall be required to remove and/or treat all invasive plants.

If plants are being installed in areas that are receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the proposed plant.

The Contractor shall be responsible for laying out with paint or flags the landscape beds (including seeding areas) as shown on the plans. The Contractor shall then review the proposed landscape beds with the Engineer and identify any plants outside of the landscape beds that shall be removed in order to maintain this consistent defined edge. The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout 2016 and 2017 to define the edge for City of Madison parks mowers.

The water level within the Tenney Park lagoon is generally at elevation 847. Water intake is controlled by a control structure adjacent to Sherman Avenue. Water outflow is controlled by an intake structure at the pedestrian bridge at the end of Thornton Avenue. The maximum outflow is regulated by the water level of the Yahara River, and water within the lagoon cannot be lowered below the level of the Yahara River. Therefore, while generally at elevation 847, the water level occasionally fluctuates throughout the year between elevation 846.8 and 847.5. In addition to this fluctuation, in spring and fall, the lagoon is flushed of debris. During these times the water level can change from 847 to 845.5. The Contractor shall be responsible to plant species that are tolerant of water fluctuations at appropriate locations based on the changed in water level described.

Plants shall be watered the day of installation.

In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time. Should conditions require such waterings, the Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

Plants shall be guaranteed for two growing seasons from the date of installation, until substantial completion is issued. Growing seasons are defined in Section 109.7 of these Special Provisions. At any time within the period of the guarantee, the Contractor shall replace any plant which, for any reason (except as identified in the paragraph below), has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the Engineer as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required.

Recognizing that installation of forbs and grasses typically involves a lower survivability, the Contractor shall be responsible for ensuring that approximately 75% of the total number of installed forbs and grasses are flourishing by the end of the 2017 growing season. Additionally, recognizing that some forbs and grasses will be damaged from ice maintenance and muskrats additional quantities have been added to BID ITEMS 20933, 20934, 20935, and 20936. The Contractor shall not be required to guarantee plants that have been damaged from ice maintenance and muskrat activities, but shall be required to replace plants damaged through these activities with quantities allocated for replacements in these respective bid items.

All trees and shrubs shall conform to the sizes specified on the following page.

BOTANICAL NAME	COMMON NAME	SIZE	ROOT
TREES			
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' - SINGLE STEM TREE FORM	AUTUMN BRILLIANCE® SERVICEVERRY - SINGLE STEM TREE FORM	1.5" CAL.	B&B
BETULA NIGRA - MULTI STEM	RIVER BIRCH	8' HT.	B&B OR
BETULA NIGRA 'CULLY' - MULTI STEM	HERITAGE®® RIVER BIRCH	8' HT.	B&B OR
CARPINUS CAROLINIANA	AMERICAN HORNBEAM	1.75"	B&B
CELTIS OCCIDENTALIS 'WINDY CITY'	WINDY CITY HACKBERRY	2" CAL.	B&B
FAGUS SYLVATICA 'ROSEO-MARGINATA'	TRI-COLOR BEECH	1.5"	B&B
GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	2" CAL.	B&B
LARIX LARCINA	TAMARACK	5' HT.	B&B OR
NYSSA SYLVATICA	BLACK TUPELO	1.5"	B&B
OSTRYA VIRGINIANA	AMERICAN HOPHORNBEAM	2" CAL.	B&B
QUERCUS ALBA	WHITE OAK	1.5"	ROOT
QUERCUS BICOLOR	SWAMP WHITE OAK	1.5"	ROOT
QUERCUS MACROCARPA	BUR OAK	1.5"	ROOT
TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2" CAL.	B&B
SHRUBS			
AMORPHA FRUTICOSA	LEADPLANT	#1	CONT
ARONIA MELANOCARPA	BLACK CHOKEBERRY	#3	CONT
ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY CHOKEBERRY	#3	CONT
ARONIA MELANOCARPA 'AUTUMN MAGIC'	AUTUMN MAGIC CHOKEBERRY	#3	CONT
CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	#1	CONT
CORNUS SERICEA 'BERGESON'	BERGESON DOGWOOD	#5	CONT
CORNUS SERICEA 'FARROW'	ARCTIC FIRE™ DOGWOOD	#3	CONT
CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	#3	CONT
CORNUS SERICEA 'KELSEY'	KELSEY'S COMPACT DOGWOOD	#3	CONT
CORNUS STOLONIFERA 'CARDINAL'	CARDINAL REDOISER DOGWOOD	#3	CONT
DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#3	CONT
RHUS GLABRA	SMOOTH SUMAC	#2	CONT
SAMBUCUS CANADENSIS	ELDERBERRY	#2	CONT
SPIREA ALBA	MEADOWSWEET	#1	CONT
VIBURNUM LENTAGO	NANNYBERRY VIBURNUM	#3	CONT
VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	#3	CONT
VIBURNUM TRILOBUM 'REDWING' AKA 'J N	REDWING AMERICAN	#3	CONT
VIBURNUM TRILOBUM 'BAILEY COMPACT'	BAILEY COMPACT AMERICAN	#3	CONT

BID ITEM 20933 - PRAIRIE PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to install plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers.

Prairie plants shall be installed 1.5' O.C.

Plants shall be installed so that the top (crowns) stems shall be set at grade. Mulch shall be applied around the immediate area around the plug. Mulch shall be clean straw or marsh hay that is well-seasoned, and free of rot, mildew and seeds of noxious weeds. Installation of mulch is incidental to this bid item.

Forbs			
<i>Botanical Name</i>	<i>Common Name</i>	<i>Quantity</i>	<i>Unit</i>
Anemone canadensis	Canada anemone	350	EA
Asclepias incarnata	Rose Milkweed	350	EA
Agastache foeniculum	Anise Hyssop	350	EA
Aster nova-angliae	New England Aster	350	EA
Chelone glabra	Turtlehead	350	EA
Dalea purpurea	Purple Prairie Clover	350	EA
Eupatorium maculatum	Joe Pye Weed	350	EA
Echinacea purpurea	Purple Coneflower	350	EA
Echinacea pallida	Pale purple coneflower	350	EA
Eupatorium perfoliatum	Boneset	350	EA
Gentiana andrewsii	Bottle Gentian	350	EA
Gentiana flavida	Cream Gentian	350	EA
Helenium autumnale	Sneezeweed	350	EA
Iris versicolor	Blueflag Iris	350	EA
Liatris pycnostachya	Prairie Blazingstar	350	EA
Lobelia cardinalis	Cardinal flower	350	EA
Lobelia siphilitica	Blue lobelia	350	EA
Mimulus ringens	Monkey flower	350	EA
Monarda fistulosa	Wild Bergamot	350	EA
Penstemon digitalis	Foxglove Beardtongue	350	EA
Pycnanthemum virginianum	Mountain Mint	350	EA
Physostegia virginiana	Obedient Plant	350	EA
Ratibida pinnata	Yellow Coneflower	350	EA
Rudbeckia hirta	Black-eyed Susan	350	EA
Rudbeckia triloba	Brown-eyed Susan	350	EA
Solidago riddelli	Riddell's Goldenrod	350	EA
Solidago speciosa	Showy Goldenrod	350	EA
Verbena hastata	Blue Vervain	350	EA
Zizia aurea	Golden Alexanders	350	EA
Grasses, Sedges and Rushes			
<i>Botanical Name</i>	<i>Common Name</i>	<i>Quantity</i>	<i>Unit</i>
Carex aquatilis	Water Sedge	337	EA
Carex bebbi	Bebb's Sedge	337	EA
Carex brevior	Plains Oval Sedge	337	EA
Carex comosa	Bristly Sedge	337	EA

Carex hystericina	Porcupine Sedge	337	EA
Carex lacustris	Lake Sedge	337	EA
Carex stipata	Awl Fruited Sedge	337	EA
Carex stricta	Tussock Sedge	337	EA
Carex vulpinoidea	Fox Sedge	337	EA
Chasmanthium latifolium	River Oats	337	EA
Glyceria striata	Fowl Manna Grass	337	EA
Juncus effusus	Common Rush	337	EA
Juncus torreyi	Torrey Rush	337	EA
Schizachyrium scoparium	Little Bluestem	337	EA
Scirpus atrovirens	Dark Green Bulrush	337	EA
Sporobolus heterolepis	Prairie Dropseed	337	EA
TOTAL		15537	

METHOD OF MEASUREMENT

Prairie Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1.5' O.C. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of Ecological Restoration.

An additional 2062 plants have been added to the proposal page and the above table to account for plant replacements in 2017 related to damage from ice maintenance and muskrats. This quantity will may reduced or eliminated.

BASIS OF PAYMENT

Prairie Plants 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.

BID ITEM 20934 - SAVANNA PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to install plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers.
Savanna plants shall be installed 1' O.C.

Plants shall be installed so that the top (crowns) stems shall be set at grade. Mulch shall be applied around the immediate area around the plug. Mulch shall be clean straw or marsh hay that is well-seasoned, and free of rot, mildew and seeds of noxious weeds. Installation of mulch is incidental to this bid item.

Forbs			
Botanical Name	Common Name	Quantity	Unit
Agastache foeniculum	Anise Hyssop	206	EA
Aquilegia canadensis	Columbine	206	EA
Asarum canadense	Wild Ginger	206	EA
Asclepias incarnata	Swamp Milkweed	206	EA
Aster prenanthoides	Crooked-stem Aster	206	EA
Blephilia cillata	Downy Wood Mint	206	EA
Campanula americana	Tall Bellflower	206	EA
Dodecatheon media	Midland Shooting Star	206	EA
Echinacea purpurea	Purple Coneflower	206	EA
Eupatorium perfoliatum	Boneset	206	EA
Gentiana andrewsii	Bottle Benthian	206	EA
Gentiana flavida	Cream gentian	206	EA
Iris versicolor	Blueflag Iris	206	EA
Lobelia siphilitica	Blue lobelia	206	EA
Mimulus ringens	Monkey flower	206	EA
Osmorhiza claytonii	Sweet cicely	206	EA
Penstemon digitalis	Foxglove Beardtongue	206	EA
Polemonium reptans	Jacob's Ladder	206	EA
Pycnanthemum verticillatum	Hairy Mountain Mint	206	EA
Rudbeckia hirta	Black-eyed Susan	206	EA
Rudbeckia triloba	Brown-eyed Susan	206	EA
Silene stellata	Starry Champion	206	EA
Smilacina racemosa	Solomon's Plume	206	EA
Grasses, Sedges and Rushes			
Botanical Name	Common Name	Quantity	Unit
Carex blanda	Common Wood Sedge	206	EA
Carex comosa	Bottlebrush Sedge	206	EA
Carex gracillescens	Slender Wood Sedge	206	EA
Carex hystericina	Porcupine Sedge	206	EA
Carex molesta	Field Oval Sedge	206	EA
Carex stipata	Awl Fruited Sedge	206	EA
Carex vulpinoidea	Brown Fox Sedge	206	EA
Elymus hystrix	Bottlebrush Grass	206	EA
Juncus effusus	Common Rush	206	EA
Scirpus atrovirens	Dark Green Bulrush	206	EA
TOTAL		6798	

METHOD OF MEASUREMENT

Savanna Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1' O.C. For purposes of developing this proposal, quantities do not

account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of Ecological Restoration.

An additional 922 plants have been added to the proposal page and above table to account for plant replacements in 2017 related to damage from ice maintenance and muskrats. This quantity may be reduced or eliminated.

BASIS OF PAYMENT

Savanna Plants 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.

BID ITEM 20935 - COIR LOG PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to install plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

Coir log plants shall not be planted in coir logs, but in the soil immediately behind the coir logs.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers.

Plants shall be installed into existing coir log, spaced 1' O.C.

Forbs			
<i>Botanical Name</i>	<i>Common Name</i>	<i>Quantity</i>	<i>Unit</i>
Aster prenanthoides	Crooked-stem Aster	150	EA
Echinacea purpurea	Purple Coneflower	150	EA
Eupatorium perfoliatum	Boneset	150	EA
Gentiana andrewsii	Bottle Benthian	150	EA
Gentiana flavida	Cream Gentian	150	EA
Iris versicolor	Blueflag Iris	150	EA
Lobelia cardinalis	Cardinal Flower	150	EA
Lobelia siphilitica	Blue lobelia	150	EA
Liatris pycnostachya	Prairie Blazing Star	150	EA
Mimulus ringens	Monkey Flower	150	EA
Penstemon digitalis	Foxglove Beardtongue	150	EA
Pycnthemum virginianum	Mountain Mint	150	EA
Ratibida pinnata	Yellow Coneflower	150	EA
Rudbeckia hirta	Black-eyed Susan	150	EA
Rudbeckia triloba	Brown-eyed Susan	150	EA
Solidago riddelli	Riddell's Goldenrod	150	EA
Verbena hastata	Blue Vervain	150	EA
Carex comosa	Bristly Sedge	150	EA
Carex stipata	Awl Fruited Sedge	150	EA

Carex vulpinoidea	Fox Sedge	150	EA
Glyceria striata	Fowl Manna Grass	150	EA
Juncus effusus	Common Rush	150	EA
Scirpus atrovirens	Dark Green Bulrush	150	EA
Grasses, Sedges and Rushes			
Botanical Name	Common Name	Quantity	Unit
Carex blanda	Common Wood Sedge	150	EA
Carex comosa	Bottlebrush Sedge	150	EA
Carex graciliscens	Slender Wood Sedge	150	EA
Carex hystericina	Porcupine Sedge	150	EA
Carex molesta	Field Oval Sedge	150	EA
Carex stipata	Awl Fruited Sedge	150	EA
Carex vulpinoidea	Brown Fox Sedge	150	EA
Elymus hystrix	Bottlebrush Grass	150	EA
Juncus effusus	Common Rush	150	EA
Scirpus atrovirens	Dark Green Bulrush	150	EA
TOTAL		4950	

METHOD OF MEASUREMENT

Coir Log Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1' O.C. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of Ecological Restoration.

An additional 694 plants have been added to the proposal page and above table to account for plant replacements in 2017 related to damage from ice maintenance and muskrats. This quantity may be reduced or eliminated.

BASIS OF PAYMENT

Coir Log Plants 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.

BID ITEM 20936 - WETLAND EMERGENT PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to install plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

Wetland Emergent Plants shall be planted at or below the Ordinary High Water Mark of 847.00 to a depth as appropriate for the specific species. It is the responsibility of the Contractor to install these plants below or at the OHWM. The Contractor is responsible securing wetland emergent plants to the lagoon bed as appropriate. The Contractor shall not use metal staples to secure plants to lagoon bed.

Wetland plants shall be placed 1.5' O.C.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers.

Forbs			
Botanical Name	Common Name	Quantity	Unit
Acorus calamus	Sweet flag	491	EA
Alisma trivale	Water plantain	491	EA
Polygonum amphibium	Water smartweed	491	EA
Sagittaria latifolia	Arrowhead	491	EA
Sedges and Rushes			
Botanical Name	Common Name		EA
Carex aquatilis	Water Sedge	491	EA
Carex lacustris	Lake Sedge	491	EA
Carex stipata	Awl-fruited Sedge	491	EA
Juncus effusus	Soft rush	491	EA
Sparganium americanum	Bur reed	491	EA
Scirpus atrovirens	Green Bulrush	491	EA
TOTAL		4906	

METHOD OF MEASUREMENT

Wetland Emergent Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1.5' O.C. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of Ecological Restoration.

An additional 716 plants have been added to the proposal page and above table to account for plant replacements in 2017 related to damage from ice maintenance and muskrats. This quantity may be reduced or eliminated.

BASIS OF PAYMENT

Wetland Emergent Plants 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.

BID ITEM 20970 – DROUGHT WATERING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants. Drought watering shall only be paid in 2016 for conditions defined in Article 209.5(j) of the Specifications. Drought watering in 2017 is incidental to BID ITEM 90000 - 2017 LANDSCAPE MAINTENANCE.

METHOD OF MEASUREMENT

Drought Watering shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the site. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

BID ITEM 90000 – 2017 LANDSCAPE MAINTENANCE

This work shall consist of maintenance of trees, shrubs, perennials, forbs, sedges, aquatics and seed installed in this contract at all locations during the 2017 growing season. The 2017 growing season is defined as the time beginning in 2017 from when frost is out of the ground, until the ground is frozen. Care and maintenance of plants during the 2016 growing season shall be incidental to cost of BID ITEMS 20900-20936.

This work shall include furnishing all necessary materials and performing all necessary work such as watering, the removal and placement of new mulch, support staking, fertilizing, rodent protection, disposing of surplus waste materials, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract. All weeding and invasive plant removal shall be performed under Bid Items 90001 – BRUSHING and 90002 – INVASIVE MAINTENANCE.

The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout 2016 and 2017 to define the edge for City of Madison parks mowers.

All care is to be in accordance with the plans and specifications of this contract and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall have adequate experience and knowledge in the care of native perennials, grasses, trees and shrubs.

A monthly inspection of all landscape areas shall be completed by the Contractor. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the Engineer 48 hours prior to inspection.

All plant material shall be inspected to determine need for pruning. All pruning shall be done at the appropriate time for each species. Pruning includes perennials, shrubs, low evergreen plantings and planted trees. All plant material shall be pruned in order to stimulate tight, natural growth. Pruning should develop the natural form of each individual plant. In general, tools to be used should conform to accepted horticultural practices. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact.

All pruning cuts shall comply with the ANSI A300 current edition; see Part VIII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut.

Prune trees and raise the canopy on all trees as specified by the Engineer.

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Engineer to determine course of action. The remediation work shall be done on a time & material basis upon approval of the Engineer.

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. Section 209.5 (j) Drought Watering **does not apply** to landscape maintenance bid items.

Excess material such as mulch, plant, or organic debris as a result of landscape maintenance shall be removed from the site immediately. Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost.

METHOD OF MEASUREMENT

Landscape Maintenance shall be measured by lump sum for each individual site to maintain the landscape plantings during the second growing season.

BASIS OF PAYMENT

Landscape Maintenance 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. **Landscape Maintenance shall be paid on a quarterly basis during the second growing season. The Contractor shall submit documentation showing proof of inspection with each payment request.**

BID ITEM 90001 – BRUSHING

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove small invasive trees, shrubs and herbaceous plants and select native plants within all areas identified for brushing in this contract. This work shall include the removal of all invasive plants (garlic mustard, cattails, reed canary grass, etc.), trees smaller than 3 inches cal. (ash, black locust, alder box elder, buckthorn, etc.), and shrubs and vines (alder, buckthorn, bittersweet, honeysuckle, etc.). All brushing shall be completed in spring 2016 prior to planting and seeding. The Contractor shall be responsible for identifying invasive species within the brushing limits. Once properly identified, invasive shrubs shall be removed and properly disposed of. 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.

This bid item also includes removing select grape vine, basswood sprouts and mulberry sprouts as determined by the Engineer.

This bid item includes removing select existing vegetation that is outside the proposed landscape beds, native and/or non native. These areas are marked on the plans as "BRUSHING TBD IN FIELD." The purpose of these plant removals is to create continuous defined native landscape beds around the shoreline. The Contractor shall be responsible for laying out with spray paint or flags the proposed landscape beds (including seeding areas) as shown on the plans. The Contractor shall then review the proposed landscape beds with the Engineer and determine if areas outside of the landscape beds require brushing in order to maintain the defined landscape edge.

This bid item does not include removal of existing trees. No existing trees greater than 3" cal. will be removed.

Roots shall be treated with herbicide as appropriate to prevent regrowth. 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.

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the 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. Mowing with a Forestry mower to remove brush shall be allowed.

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.

The Contractor shall note that in the summer and fall of 2015, Tenney Park lagoon will have most of the invasive vegetation treated and removed as part of contract 7386 Tenney Lagoon Shoreline Restoration and Tenney Park (E. Johnson St.) Bike Path. This bid item is intended to address removal of areas that were either not treated (identified on the plans as "BRUSHING") or that may require additional removals as determined in the field.

METHOD OF MEASUREMENT

Brushing shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Brushing 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.

BID ITEM 90002 – INVASIVE 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 2016 and 2017 growing season. This bid item will be used in areas that were brushed as part of Bid Item 90001 - BRUSHING and to treat invasive plants in all newly planted or seeded areas.

The Contractor shall employ personnel capable of identifying invasive plants and treating with an appropriate herbicide. Herbicide applications shall occur as necessary and proceeding through the 2016 and 2017 growing season.

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 90001.

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.

METHOD OF MEASUREMENT

Invasive Maintenance shall be measured per square yard quantity. Quantities listed in the proposal are based on plan quantities. Quantities are based on the square yardage for all seeding and planting areas shown on sheets L-2 through L-10. The Contractor may be compensated for treating individual areas as necessary, or as requested by the Engineer. The quantity shown on the proposal page reflects three herbicide treatments for all seeded/planted areas. This quantity may be increased or decreased without negotiating the unit price. If regrowth maintenance 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

Invasive Maintenance 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.

BID ITEM 90003 - TURF REMOVAL

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment and incidentals necessary to remove turf grass as necessary to install seed and plants. Turf removal will have been performed in 2015 as part of a separate contract. This bid item is intended to address additional turf removal required as necessary based on field changes. Quantities in this bid item may be significantly reduced and/or eliminated.

Topsoil shall be placed to a depth of 6 inches in all turf removal areas and is incidental to this bid item.

METHODS OF MEASUREMENT

Turf Removal shall be measured per square yard.

BASIS OF PAYMENT

Turf Removal 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.

BID ITEM 90004 - CONSTRUCTION FENCING (PLASTIC)

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. Construction fencing shall be installed in late fall of 2016.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. 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 construction operations are complete.

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 3000 lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the plan linear foot quantity as listed in the proposal page without measurement thereof.

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.

END OF SPECIAL PROVISIONS

play MADISON PARKS

Eric Knepp
Madison Parks Superintendent

Madison Parks Division
www.cityofmadison.com/parks

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Planning and Development
Community & Recreation Services
210 ML King, Jr. Blvd., Rm. 104
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Madison, WI 53701-2987
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Parks Operations Offices
Goodman Maintenance Facility
1402 Wingra Creek Pkwy.
West Forestry, 608.266.4816
Construction, 608.266.6289
Conservation, 608.267.4918
Central Parks, 608.266.4728

State Street Mall Concourse
Maintenance
120 S. Fairchild St., 608.266.6031

Summit Maintenance Facility
1902 Freeport Rd.
West Parks, 608.288.6164

Sycamore Maintenance Facility
4602 Sycamore Ave.
East Parks, 608.246.4508
East Forestry, 608.266.4816

Olbrich Botanical Gardens
3330 Atwood Ave., 608.246.4550

Warner Park Community
Recreation Center
1625 Northport Dr., 608.245.3690

Irwin A. & Robert D. Goodman Pool
325 W. Olin Ave., 608.264.9292

Golf Madison Parks
Glenway Golf Course
3747 Speedway Rd., 608.266.4737
Monona Golf Course
111 East Dean Ave., 608.266.4736
Odana Hills Golf Course
4635 Odana Rd., 608.266.4724
Yahara Hills Golf Course
6701 E. Broadway, 608.838.3126

Forest Hill Cemetery
1 Speedway Rd., 608.266.4720



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NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 7515

TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Special Provisions

1. p. A-1: Replace existing page A-1, with new page A-1.
Corrects the date of the prebid meeting.
2. p. A-3: Replace existing page A-3, with new page A-3.
Additional prequalification categories added.
3. P. D-1: Replace Section 102.1 with the following:

SECTION 102.1: PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in either prequalification categories 250 – Landscaping, Site and Street; 399 – Other (Ecological Restoration) or 415 General Building Construction, Equal or Less than \$250,000.

If the General Contractor is prequalified in categories 250 or 415, than their sub contractor must be prequalified in category 399 – Other (Ecological Restoration). Work to be performed by prequalified category 399 – Other (Ecological Restoration) shall include (but not be limited to) BID ITEMS 20707, 20708, 20933, 20934, 20935, 20936, 90001 and 90002. General Contractors who are not prequalified under category 399 must submit proof that their sub contractor is prequalified under category 399 within 2 business days of submitting their bid.

Attachment 1 identifies prequalification requirements for obtaining prequalification in category 399 – Other (Ecological Restoration).

4. BID ITEM 20936- WETLAND EMERGENT PLANTS
Allow substitution of *Alisma subcordatum* for *Alisma triviale*.

Prequalification Requirement

1. Replace file "Prequalification requirement.pdf" with file "Attachment 1.pdf."

Proposal Page

1. Proposal Page has been revised as follows:
 - BID ITEM 20902 *Betula nigra* 'Cully' quantity shall be 6 EA.
 - BID ITEM 20904 *Carpinus carolinia* quantity shall be 6 EA.
 - BID ITEM 20905 *Celtis occidentalis* 'Windy City' quantity shall be 6 EA.
 - BID ITEM 20910 *Ostrya virginina* quantity shall be 6 EA.
 - BID ITEM 20912 *Quercus bicolor* quantity shall be 5 EA.

- BID ITEM 20914 Tilia americana 'Redmond' quantity shall be 5 EA.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.


Kay Rutledge, Assistant Parks Superintendent

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 NATIVE VEGETATION INSTALLATION AND MAINTENANCE
CONTRACT NO.:	7515
SBE GOAL	20%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	8/31/2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	8/28/2015
BID SUBMISSION (1:00 P.M.)	9/4/2015
BID OPEN (1:30 P.M.)	9/4/2015
PUBLISHED IN WSJ	8/14/2015, 8/21/2015 & 8/28/2015

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

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 Ecological Restoration

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.

ATTACHMENT 1
PRE-QUALIFICATION SUBMISSION REQUIREMENTS FOR
CATEGORY 399 - Other (ECOLOGICAL RESTORATION)

The scope of the installation and maintenance at the Tenney Park Lagoon Shoreline requires extensive knowledge in ecological restoration. The Contractor in this category must have experience with installation and maintenance of native seed and plants including shoreline restoration and invasive vegetation control.

A resume of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Other: Ecological Restoration.

The Contractor performing the work shall submit documentation demonstrating that they clearly meet the minimum qualifications as stated below:

1. Provide a minimum of 10 projects that include seeding and invasive plant removals, and have employed personnel that will also be used on this project.
2. Provide three (3) references.
3. Proof of Wisconsin Commercial Pesticide Applicator Certification.

All bids that are provided without the Contractor supplying this information as specified in Special Provision Section 102.1 – Prequalification of Bidders shall be considered non-responsive.

play MADISON PARKS

Eric Knepp
Madison Parks Superintendent

Madison Parks Division
www.cityofmadison.com/parks

Administrative Office
Planning and Development
Community & Recreation Services
210 ML King, Jr. Blvd., Rm. 104
P.O. Box 2987
Madison, WI 53701-2987
Phone: 608.266.4711
Fax: 608.267.1162

Parks Operations Offices
Goodman Maintenance Facility
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West Forestry, 608.266.4816
Construction, 608.266.6289
Conservation, 608.267.4918
Central Parks, 608.266.4728

State Street Mall Concourse
Maintenance
120 S. Fairchild St., 608.266.6031

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West Parks, 608.288.6164

Sycamore Maintenance Facility
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East Parks, 608.246.4508
East Forestry, 608.266.4816

Olbrih Botanical Gardens
3330 Atwood Ave., 608.246.4550

Warner Park Community
Recreation Center
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Irwin A. & Robert D. Goodman Pool
325 W. Olin Ave., 608.264.9292

Golf Madison Parks
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3747 Speedway Rd., 608.266.4737
Monona Golf Course
111 East Dean Ave., 608.266.4736
Odana Hills Golf Course
4635 Odana Rd., 608.266.4724
Yahara Hills Golf Course
6701 E. Broadway, 608.838.3126

Forest Hill Cemetery
1 Speedway Rd., 608.266.4720



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NOTICE OF ADDENDUM ADDENDUM 2

CONTRACT NO. 7515

TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

Special Provisions

- SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES
p. D-14, delete table, replace with the following table:

BOTANICAL NAME	COMMON NAME	SIZE	ROOT
TREES			
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' - SINGLE STEM TREE FORM	AUTUMN BRILLIANCE® SERVICEBERRY - SINGLE STEM TREE FORM	1.5" CAL.	B&B
BETULA NIGRA - MULTI STEM	RIVER BIRCH	8' HT.	B&B OR CONT.
BETULA NIGRA 'CULLY' - MULTI STEM	HERITAGE® RIVER BIRCH	8' HT.	B&B OR CONT.
BETULA Papyrifera - MULTI STEM	PAPER BIRCH	6' HT.	B&B OR CONT.
CARPINUS CAROLINIANA	AMERICAN HORNBEAM	1.75" CAL.	B&B
CELTIS OCCIDENTALIS 'WINDY CITY'	WINDY CITY HACKBERRY	2" CAL.	B&B
FAGUS SYLVATICA 'ROSEO-MARGINATA'	TRI-COLOR BEECH	1.5" CAL.	B&B
GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	2" CAL.	B&B
LARIX LARICINA	TAMARACK	5' HT.	B&B OR CONT.
NYSSA SYLVATICA	BLACK TUPELO	1.5" CAL.	B&B
Ostrya virginiana	AMERICAN HOPHORNBEAM	2" CAL.	B&B
QUERCUS ALBA	WHITE OAK	1.5" CAL.	ROOT BAG OR B&B
QUERCUS BICOLOR	SWAMP WHITE OAK	1.5" CAL.	ROOT BAG OR B&B
QUERCUS MACROCARPA	BUR OAK	1.5" CAL.	ROOT BAG OR B&B
TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2" CAL.	B&B
SHRUBS			
AMORPHA FRUTICOSA	LEADPLANT	#1	CONT
ARONIA MELANOCARPA	BLACK CHOKEBERRY	#3	CONT
ARONIA MELANOCARPA 'IROQUOIS BEAUTY' A.K.A. 'MORTON'	IROQUOIS BEAUTY CHOKEBERRY	#3	CONT
ARONIA MELANOCARPA 'AUTUMN MAGIC'	AUTUMN MAGIC CHOKEBERRY	#3	CONT
CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	#1	CONT
CORNUS SERICEA 'BERGESON'	BERGESON DOGWOOD	#5	CONT
CORNUS SERICEA 'FARROW'	ARCTIC FIRE™ DOGWOOD	#3	CONT
CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	#3	CONT
CORNUS SERICEA 'KELSEY'	KELSEY'S COMPACT DOGWOOD	#3	CONT
CORNUS STOLONIFERA 'CARDINAL'	CARDINAL REDOISER DOGWOOD	#3	CONT
DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#3	CONT
RHUS GLABRA	SMOOTH SUMAC	#2	CONT
SAMBUCUS CANADENSIS	ELDERBERRY	#2	CONT
SPIREA ALBA	MEADOWSWEET	#1	CONT
VIBURNUM LENTAGO	NANNYBERRY VIBURNUM	#3	CONT
VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	#3	CONT
VIBURNUM TRILOBUM 'REDWING' AKA 'J N SELECT'	REDWING AMERICAN CRANBERRYBUSH	#3	CONT
VIBURNUM TRILOBUM 'BAILEY COMPACT'	BAILEY COMPACT AMERICAN CRANBERRYBUSH	#3	CONT

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:



<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.


Kay Rutledge, Assistant Parks Superintendent

**SECTION E: BIDDERS ACKNOWLEDGEMENT TENNEY LAGOON SHORELINE
NATIVE VEGETATION INSTALLATION AND MAINTENANCE CONTRACT NO.
7515**

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. 1 through 2 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 **Eco-Resource Consulting, LLC** (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ 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

Owner

Sworn and subscribed to before me this 4 day of

20 September

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 3/16/16

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

E-1



SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING TENNEY LAAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE CONTRACT NO. 7515

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 X

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

Stephen J. Hjort

Signature of Authorized Officer Date Signed

[Signature] 9-4-15

Name of Corporation, Partnership or Sole Proprietorship
Eco-Resource Consulting, LLC

Street Address or P
2554 County Road N

City
Stoughton

State
WI

Zip Code
53589

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

TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE CONTRACT NO. 7515 Best Value Contracting

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

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.

X 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 NATIVE VEGETATION INSTALLATION AND
MAINTENANCE
CONTRACT NO. 7515**

Small Business Enterprise Compliance Report

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

Cover Sheet

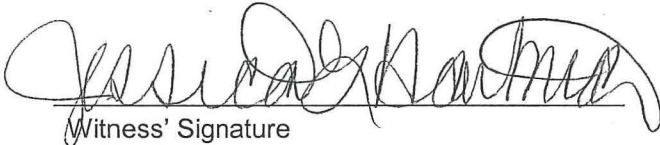
Prime Bidder Information

Company: **Eco-ResourceConsulting, LLC**

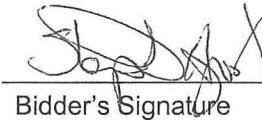
Address: **2554 County Road N, Stoughton, WI 53589**

Prime Bidder Certification

I, **Stephen J. Hjort, Owner of Eco-Resource Consulting, LLC** certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature



Bidder's Signature

9/4/15

Date

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
<i>Tallgrass Restoration, LLC</i>	<i>Brushing, Installation</i>	<i>20</i> %
		%
		%
		%
		%
		%
		%

**TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND
MAINTENANCE
CONTRACT NO. 7515**

	%
	%
	%
	%
	%
	%
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: 20 %.

TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE

CONTRACT NO. 7515

DATE: 9/4/15

**Eco-Resource Consulting,
LLC**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,668.20	\$1,668.20
20701 - TERRACE SEEDING - SY	6585.00	\$0.36	\$2,370.60
20707 - PRAIRIE SEEDING - SY	3901.00	\$0.97	\$3,783.97
20708 - SAVANNA SEEDING - SY	8955.00	\$0.68	\$6,089.40
20900 - AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' - EA	3.00	\$201.42	\$604.26
20901 - BETULA NIGRA - EA	2.00	\$201.42	\$402.84
20902 - BETULA NIGRA 'CULLY' - EA	6.00	\$201.42	\$1,208.52
20903 - BETULA PAPYRIFERA - EA	6.00	\$201.42	\$1,208.52
20904 - CARPINUS CAROLINIANA - EA	6.00	\$255.47	\$1,532.82
20905 - CELTIS OCCIDENTALIS 'WINDY CITY' - EA	6.00	\$243.97	\$1,463.82
20906 - FAGUS SYLVATICA 'ROSEO-MARGINATA' - EA	5.00	\$369.32	\$1,846.60
20907 - GYMNOCLADUS DIOICA - EA	2.00	\$278.47	\$556.94
20908 - LARIX LARCINA - EA	5.00	\$93.32	\$466.60
20909 - NYSSA SYLVATICA - EA	1.00	\$201.42	\$201.42
20910 - OSTRYA VIRGINIANA - EA	6.00	\$278.47	\$1,670.82
20911 - QUERCUS ALBA - EA	2.00	\$231.32	\$462.64
20912 - QUERCUS BICOLOR - EA	5.00	\$223.27	\$1,116.35
20913 - QUERCUS MACROCARPA - EA	2.00	\$231.32	\$462.64
20914 - TILIA AMERICANA 'REDMOND' - EA	5.00	\$223.27	\$1,116.35
20915 - AMORPHA FRUTICOSA - EA	38.00	\$66.87	\$2,541.06
20916 - ARONIA MELANOCARPA - EA	27.00	\$74.92	\$2,022.84
20917 - ARONIA MELANOCARPA 'IROQUOIS BEAUTY' - EA	53.00	\$83.26	\$4,412.78
20918 - ARONIA MELANOCARPA 'AUTUMN MAGIC' - EA	56.00	\$83.26	\$4,662.56
20919 - CEPHALANTHUS OCCIDENTALIS - EA	76.00	\$68.59	\$5,212.84
20920 - CORNUS SERICEA 'BERGESON' - EA	4.00	\$82.39	\$329.56
20921 - CORNUS SERICEA 'FARROW' - EA	43.00	\$84.69	\$3,641.67
20922 - CORNUS SERICEA 'ISANTI' - EA	20.00	\$95.33	\$1,906.60
20923 - CORNUS SERICEA 'KELSEYI' - EA	34.00	\$84.69	\$2,879.46
20924 - CORNUS STOLONIFERA 'CARDINAL' - EA	31.00	\$95.33	\$2,955.23
20925 - DIERVILLA LONICERA - EA	60.00	\$73.19	\$4,391.40
20926 - RHUS GLABRA - EA	103.00	\$74.34	\$7,657.02
20927 - SAMBUCUS CANADENSIS - EA	108.00	\$77.79	\$8,401.32
20928 - SPIREA ALBA - EA	68.00	\$77.51	\$5,270.68
20929 - VIBURNUM LENTAGO - EA	19.00	\$76.93	\$1,461.67
20930 - VIBURNUM PRUNIFOLIUM - EA	16.00	\$80.67	\$1,290.72
20931 - VIBURNUM TRILOBUM 'REDWING' - EA	64.00	\$84.69	\$5,420.16
20932 - VIBURNUM TRILOBUM 'BAILEY COMPACT' - EA	26.00	\$84.69	\$2,201.94
20933 - PRAIRIE PLANTS - EA	15537.00	\$2.87	\$44,591.19
20934 - SAVANNA PLANTS - EA	6798.00	\$3.32	\$22,569.36
20935 - COIR LOG PLANTS - EA	4950.00	\$3.36	\$16,632.00
20936 - WETLAND EMERGENT PLANTS - EA	4906.00	\$3.84	\$18,839.04
20970 - DROUGHT WATERING - EA	10.00	\$1,003.00	\$10,030.00
90000 - 2017 LANDSCAPE MAINTENANCE - LS	1.00	\$25,336.10	\$25,336.10
90001 - BRUSHING - SY	3196.00	\$5.12	\$16,363.52
90002 - INVASIVE MAINTENANCE - SY	46312.00	\$0.38	\$17,598.56
90003 - TURF REMOVAL - SY	500.00	\$4.97	\$2,485.00
90004 - CONSTRUCTION FENCING (PLASTIC) - LF	475.00	\$3.61	\$1,714.75
47 Items	Totals		\$271,052.34

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Eco-Resource Consulting, LLC (a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as the "Principal") and Old Republic Surety Company, a corporation of the State of Wisconsin (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:

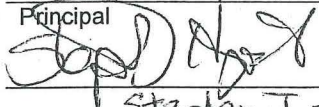
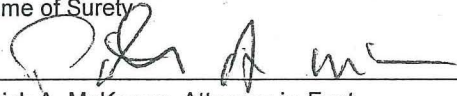
TENNEY LAGOON SHORELINE NATIVE VEGETATION INSTALLATION AND MAINTENANCE CONTRACT NO. 7515

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	<u>Eco-Resource Consulting, LLC</u>	<u>9-4-2015</u>
	Principal	Date
By:	 <u>Stephen J. Hjort / Owner</u>	<u>No seal</u>
	<u>Old Republic Surety Company</u>	
	Name of Surety	
By:	 <u>Patrick A. McKenna, Attorney-in-Fact</u>	<u>9-4-2015</u>
		Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2349196 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.

<u>9-4-2015</u>	<u>Patrick A. McKenna</u>
Date	Agent
	<u>700 Regent Street</u>
	Address
	<u>Madison, WI 53725</u>
	City, State and Zip Code
	<u>608-252-9674</u>
	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.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JUDITH A. WALKER, TIMOTHY HAUSMANN, PATRICK A. MCKENNA, BROOKE L. PARKER, ELIZABETH MOSCA, OF MADISON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of AUGUST, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of AUGUST, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-3933



Signed and sealed at the City of Brookfield, WI this 4 day of September, 2015

James S. Phernoy
Assistant Secretary

HAUSMANN-JOHNSON INSURANCE INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of October in the year Two Thousand and Fifteen between **ECO-RESOURCE CONSULTING, LLC** 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 **OCTOBER 6, 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 NATIVE VEGETATION INSTALLATION AND MAINTENANCE CONTRACT NO. 7515

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 **TWO HUNDRED SEVENTY-ONE THOUSAND FIFTY-TWO AND 34/100 (\$271,052.34)** 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 Contractor 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 LAAGOON SHORELINE NATIVE VEGETATION
INSTALLATION AND MAINTENANCE
CONTRACT NO. 7515

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:

ECO-RESOURCE CONSULTING, LLC

Company Name

Jana Davenport 9/29/15
Witness Date

[Signature] 9-29-15
President Date

n/a

Witness Date

Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 4th day of November, 2015

[Signature]
Witness

[Signature]
Mayor Date

[Signature]
Witness

[Signature] 10-13-2015
City Clerk Date

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.

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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.

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we ECO-RESOURCE CONSULTING, LLC as principal, and Old Republic Surety Company Company of Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED SEVENTY-ONE THOUSAND FIFTY-TWO AND 34/100 (\$271,052.34) 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 NATIVE VEGETATION
INSTALLATION AND MAINTENANCE
CONTRACT NO. 7515**

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 7th day of October, 2015

Countersigned:

ECO-RESOURCE CONSULTING, LLC

Company Name (Principal)

Jana Davenport
Witness

Steph [Signature] NOSE
President Seal

N/A

Secretary

Approved as to form:

Old Republic Surety Company

Surety

Seal

☒ Salary Employee ☐ Commission

[Signature]
City Attorney

By

[Signature]
Attorney-in-Fact, Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2530156 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.

October 7, 2015

Date

[Signature]
Agent Signature



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JUDITH A. WALKER, TIMOTHY HAUSMANN, PATRICK A MCKENNA, BROOKE L PARKER, ELIZABETH MOSCA, OF MADISON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of AUGUST, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of AUGUST, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-3933



Signed and sealed at the City of Brookfield, WI this 7 day of Oct., 2015.

Timothy Hausmann
Assistant Secretary

HAUSMANN-JOHNSON INSURANCE INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. 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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.35/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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).</p> <p>Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.</p>	33.69	19.78	53.47
502	<p>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).</p> <p>Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.</p>	33.69	19.78	53.47
503	<p>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.</p> <p>Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.</p>	31.62	19.78	51.40
504	<p>Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.</p>	41.65	21.71	63.36
505	<p>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.</p> <p>Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).</p>	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 Mfr'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 Mfr.'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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/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
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.09	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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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		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	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		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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**

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfrg.'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 Mfrg.'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 <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 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: http://www.dot.wi.gov/busines/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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LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$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/busines/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/busines/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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/busines/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/busines/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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	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
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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 Waterproofing	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 All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/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, Dumptor, 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 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	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 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 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 All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or 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
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With 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.</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>	37.22	21.15	58.37
543	<p>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.</p>	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 Mfrg.'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
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 Mfrg.'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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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
CODE	TRADE OR OCCUPATION	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	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/business/civilrights/laborwages/pwc.htm .	36.72	21.15	57.87
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***** END OF RATES *****

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752



Scott Walker, Governor
Reginald J. Newson, Secretary

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.