

**KENOSHA UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL
(THIS IS NOT AN ORDER)**

Date: 5/5/2025

RFP Number: #4902F – PLAYGROUND EQUIPMENT RELOCATION

Date Due: Tuesday, 5/20/2025 at 1:00PM

PLEASE SIGN AND RETURN ONE ORIGINAL, ONE PAPER COPY AND ONE ELECTRONIC COPY

INDIVIDUAL SIGNING THIS SECTION ACKNOWLEDGES THAT THEY HAVE READ THE KENOSHA UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSAL **#4902F – PLAYGROUND EQUIPMENT RELOCATION** AND CERTIFIES THAT THE NAMED ORGANIZATION AGREES TO AND IS ABLE TO MEET THE REQUIREMENTS AS LISTED IN THIS RFP. INDIVIDUAL SIGNING THIS RFP ALSO CERTIFIES THAT INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

THE UNDERSIGNED AGREES TO FURNISH THE SERVICES DESCRIBED AT THE NET PRICE QUOTED SUBJECT TO THE STATED CONDITIONS

GENERAL CONDITIONS

1. Quote all prices less any applicable Federal Excise or State Sales Taxes.
2. Quote all prices F.O.B. destination in Kenosha
3. Unit prices will govern if price extensions are in error.
4. KUSD reserves the right to select the unit considered most suitable for its use and to award items individually, in combination, or not at all.
5. Quoted prices to remain firm for 60 days.

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

EMAIL ADDRESS: _____

DATE: _____

“NO-BID” Response Form

This form is designed to assist the bidder in providing information necessary to confirm a “No-Bid” response. To remain potentially involved in future opportunities, the bidder should state the reasons for declining such an invitation. Please submit to the KUSD Purchasing Department after completion and required signature.

RFP Number: #4902F – PLAYGROUND EQUIPMENT RELOCATION**Company Name:** _____**Contact Person:** _____**Telephone Number:** _____**Fax Number:** _____**E-Mail:** _____**Please Note:**

A no-bid response is a critical factor in remaining on the bidders list, and thus ensures future business opportunities. In addition, a no-bid response demonstrates that, while you are not submitting a bid or you are not interested in bidding for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective bidders list. We, the undersigned have declined to submit a bid for the following reason(s):

- _____ Specifications are too rigid (explain below.)
- _____ Unable to meet deadline for responding to above RFP number
- _____ We do not offer this product or service or are unable to meet specifications (explain below.)
- _____ Our schedule would not permit us to perform
- _____ Unable to meet Bond and/or Insurance requirement(s).
- _____ Specifications unclear (explain below.)
- _____ Please remove us from your “Bidders List”.
- _____ Other (explain below.)

COMMENTS:

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By:	_____	_____
	Name (Printed)	Title/Department
	_____	_____
	Signature	Date

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PURPOSE

The purpose of this Request for Proposal (RFP) issued by the Kenosha Unified School District (the District), is to acquire proposals from qualified contractors for the installation of playground equipment and new PIP surfacing at two elementary schools. The project will use the Federal Prevailing Wage Rates for all contractors involved with the scope of work. Certified payroll must be submitted with payment requests. The federal prevailing wage rate determination is attached to this document.

The District will negotiate and administer this "Turn-Key" contract agreement on behalf of all schools and departments of KUSD and will make any payments due under such an agreement or contract.

The requirements, provisions, and terms and conditions included in the RFP document will apply to any contract or agreement awarded as a result of this RFP and is the terms and conditions upon which the District will base negotiations. The Request for Proposal does not guarantee a purchase will be made.

SCOPE OF WORK:

- Location 1: Frank Elementary School: 1816 57 St, Kenosha, WI
- Location 2: Curtis Strange Elementary: 5414 49th Ave, Kenosha, WI
- Location 3: Wilson School Elementary: 4520 33rd Ave, Kenosha, WI (Removal Site)

Frank Elementary School: Installation of an existing Synergy Modular Play Structure (concrete slab bolted installation). Installation of a PIP playground surface within an existing asphalt playground area on top of a new curbed 5" concrete pad. Site excavation and subbase installation, asphalt cutting / patching and site restoration is included in this scope. This Play Structure is currently in storage at our KUSD warehouse. Contractor is to inventory the existing parts and provide any replacement or missing parts as part of this contract. Contractor will be responsible for the delivery of the playset components from our KUSD Warehouse to the Frank School site.

Curtis Strange Elementary School: Installation of an existing relocated Synergy Modular Play Structure (Direct Burial Installation). Installation of PIP playground surface within an existing asphalt playground area. Site excavation and subbase installation, new concrete curbing, asphalt cutting / patching, and site restoration is included in this scope. Contractor will be required to remove and relocate the existing playset structure from Wilson School Site (Location 3) to Curtis Strange. Contractor is to inventory the existing parts and provide any replacement or missing parts as part of this contract.

Wilson Elementary School: The existing PIP surface at Wilson will remain after equipment removal. The concrete curb and associated PIP material at Wilson will all be removed by KUSD.

*Construction details for each location are provided at the end of this document.

Both installations of the PIP and relocated equipment must be installed by a Certified Playground Installer and fully inspected by a Certified Playground Safety Inspector (CPSI) upon completion of this project. Provide written documentation of inspection reports to the owner at project close out.

GENERAL TERMS AND CONDITIONS

1. General conditions printed on prior page(s) will apply.
2. The Kenosha Unified School District (KUSD) reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of KUSD. KUSD reserves the right to negotiate with any company after the bid opening has occurred. The Request for Proposal does not guarantee a purchase will be made.
3. Service start date can be on June 16th 2025 and must be completed no later than July 31, 2025. Bidders must provide a complete construction schedule with bid response.
4. Written responses must be submitted in a sealed envelope marked “**RFP 4902F – PLAYGROUND EQUIPMENT RELOCATION.**” They are to be returned to Kenosha Unified School District, 3600-52nd Street, Kenosha, Wisconsin 53144, Purchasing Department, no later than **Tuesday, 5/20/2025 at 1:00PM.** Please include the entire bid package as your response, including the signed cover sheet and your companies W9, with an authorized signature. Responses received without the signature of a bidder’s authorized agent on the cover sheet will be considered a non-responsive offer and will not be considered. Send one original, one copy, and one electronic copy (USB flash drive) of your RFP response in the sealed envelope. It is the responsibility of the bidder to ensure that proposals arrive to the specified location by the deadline for proposal submission. Late proposals may be accepted if it can be ascertained beyond a reasonable doubt that the circumstances, which caused the proposal to be late, were beyond the bidder’s control and that the proposal was submitted without prior knowledge of the contents of competing proposals. The acceptance of late proposals will be at the discretionary authority of the Purchasing Agent.
5. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the bidder. A mandatory site visit is scheduled for 5/16/25 at 11:00AM, starting at Frank Elementary School.
6. The opening will take place at the Educational Support Center 3600 – 52nd St, Kenosha, in **Room 115B on Tuesday, 5/20/2025 at 1:00PM.** where they will then be publicly opened. Bidders, or their authorized agents, are invited to be present for the opening; however, no decisions or evaluation will take place – only an acknowledgement of qualifying receipt. If you would like attend the opening, please notify Corki Roth at (262) 359-6383 or croth@kusd.edu.
7. This project will use the **Federal Prevailing Wage Rate** – See attached Wage Determination Document.
8. All proposals must be signed to be valid.
9. All proposals must include your companies W9, with an authorized signature.
10. Verbal commitments will NOT be honored.
11. Facsimile or email proposal responses will NOT be accepted.

12. State the terms and conditions of services being quoted. Indicate limitations and liabilities associated with the services and time frame for completion.
13. Bidders must make best efforts to ensure their product/services will not have a negative impact on the environment. Additionally, the awardee of this Request for Proposal will in part be selected based on the bidders' ability to meet all Federal and State environmental standards.
14. No item may be canceled, no price changed, once the proposal is received in our office. Orders resulting from this proposal will be considered binding.
15. Awarded vendors will be contacted by letter and will receive a subsequent purchase order.
16. The quantity of materials on the actual purchase order may vary (quantity could be greater than or less than quantity listed on the attached spreadsheet) depending on the District's estimated student enrollment.
17. Invoicing must be done through the United States Postal Service or emailed to acctspay@kUSD.edu.
18. Unless otherwise noted, the District is exempt from all and shall not pay or reimburse the successful bidder with respect to any local, state and federal taxes.

I. Contract Agreement

- a. The District may elect to award more than one contract or select multiple vendors as a result of this RFP process.
- b. Acceptance of a proposal is predicated on the total dollar amount to complete the project and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract.
- c. The General Terms and Conditions, the bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful bidder.

d. Indemnification

The successful bidder(s) shall assume the entire responsibility and liability to indemnify the Kenosha Unified School District, its elected and appointed officials, employees, volunteers and others working on behalf of the District. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the successful bidder pursuant to the provisions of this Agreement. The successful bidder obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages,

compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the successful bidder, its officers, employees, subcontractors, and others affiliated with the successful bidder, arising out of or in any way connected or associated with any work and/or activities performed by the bidder pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The successful bidder expressly assumes full responsibility for any and all damages to the District property arising out of or in any way connected or associated with any work and/or activities performed by the successful bidder pursuant to the provisions of this proposal including, but not limited to, the activities of the bidder, its officers, employees, subcontractors, and others affiliated with the bidder.

The successful bidder shall ensure that its activities on the District premises will be performed and supervised by adequately trained and qualified personnel and the bidder will observe, and cause its officers, employees, subcontractors and others affiliated with the bidder to observe all applicable safety rules.

e. Employees and Sub-contractors

- i. The bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract/agreement, including any or all of its right, title or interest therein, or its power to execute such contract/agreement to any person, company or corporation without prior written consent of the District.
- ii. All employees of the bidder shall be considered to be, at all times, employees of the bidder under its sole direction and not an employee or agent of the District. Where required, employees shall be licensed and accredited. The District may require the successful bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful bidder shall be permitted to use these substances when performing work on District property.
- iii. The successful bidder(s) shall certify that all employees employed in support of this contract/agreement who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of a felony, any offense involving the sexual molestation, physical or sexual abuse of a child, or a crime of moral turpitude.
- iv. The names of all subcontractors known, or contemplated, shall be listed. The District reserves the right to approve all subcontracts.

f. Termination or Cancellation

- i. In order to protect the vested interests of the District, and to ensure the efficient utilization of funds, the successful bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and the Scope of Services. With respect to these obligations, the District will report any non-compliance issues to the successful bidder for

- corrective action. Continues non-compliance by the successful bidder shall be the District's justification for placing the bidder's contract/agreement on probation status or termination.
- ii. In the event that the successful bidder defaults on its contract/agreement or the contract/agreement is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next choice bidder or from other sources during the remaining term of the terminated/defaulted contract/agreement.
 - iii. In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree in a settlement may be subject to arbitration
 - iv. With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days written notice, the contract/agreement may be terminated on an agreed date before the end of the contract without penalties to either party.
 - v. Either party may terminate the contract/agreement because of the failure of the other party to carry out the provisions of the contract/agreement. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract/agreement may be terminated.
 - vi. In the event of the filing of a Petition in Bankruptcy by or against the successful bidder, the District shall have the right to terminate the contract/agreement by providing 15 days' notice of its intentions to terminate.
 - vii. If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract/agreement without penalty by giving not less than 20 days written notice documenting the lack of funding.

g. Disclosure of Information:

The laws of Wisconsin dictate that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a bidder as public information. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Bid as confidential will be deemed non-responsive and disqualify the bidder's proposal.

h. Examination and disposition of information

Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract/agreement.

All Bids become the property of the District and will not be returned to the bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties

II. Conflicts of Interest

- a. It shall be understood and agreed that submitted bid proposals are offered independently of any other proposals
- b. Wisconsin Statute 19.59 prohibits a person serving in a public capacity from obtaining anything of value that could reasonably be expected to influence the person's vote, official actions of judgment, or could reasonably be considered as a reward for any official action of inaction on the part of the individual.

III. Economic Adjustments

Pricing shall be firm for the life of the contract or agreement. There is no limitation on the amount of price decreases that may be made under this clause.

IV. Incurring Costs

Kenosha Unified School District is not liable for any costs incurred in replying to this RFP.

V. Method of Bid

Bids written in pencil will be rejected. Erasures or corrections of mistakes on Request for Proposal must be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Submitted bids must include the pricing, signature page, and acknowledgement of addenda **if any**. A legally authorized representative of the bidder will sign the Certification of Bidder signature page in ink.

Any information held to be proprietary by a bidder must be plainly marked as such and may not include pricing.

If the bidder cannot meet a requirement the term "No Bid" must be entered for that item. An alternative equivalent service can be proposed in the form of an attachment labeled "Alternate".

VI. References

A minimum of three (3) references from other governmental or school district customers must accompany the bid. The "Reference Data Sheet" should be returned with the bid. Additional references may be contacted that are known to the District but not provided by the bidder.

VII. Number of Bids Required

Unless otherwise specified, one (1) original, one (1) paper copy and one (1) electronic copy of the entire bid. Please include a USB flash drive as the electronic copy containing all bid documents in the sealed bid envelope. This is a sealed bid; emailed bids CANNOT be accepted.

VIII. Addressing of Bids

The bid shall be submitted in a sealed envelope marked with the bidder's return address and must be addressed to:

PURCHASING DEPARTMENT
KENOSHA UNIFIED SCHOOL DISTRICT
3600 52nd Street
Kenosha, WI 53144

The following remarks must be noted on the RFP:

RFP #4902F – PLAYGROUND EQUIPMENT RELOCATION
Due: Tuesday, 5/20/2025 at 1:00PM

IX. Calendar of Events

Issuance Date	05/05/2025
Mandatory Site Walk-Thru Date (Start Location: Frank Elementary)	05/16/2025 @ 11:00AM
Bid Due Date	05/20/2025

Sealed bids will be accepted by the Kenosha Unified School District's Purchasing Department until **Tuesday, 5/20/2025 at 1:00PM**

The opening will take place at the Educational Support Center, 3600 – 52nd St, Kenosha, where they will then be publicly opened and read aloud. Bidders or their authorized agents are invited to be present for the opening; however, no decisions or evaluation will take place – only an acknowledgement of qualifying receipt. If you would like attend the opening, please notify Corki Roth at (262) 359-6338 or croth@kUSD.edu.

Late bids and bids received via facsimile will not be accepted and shall remain unopened.

X. Addenda

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by Kenosha Unified School District's Purchasing Department and furnished to all individuals who have received copies of the original RFP. Bidders are required to acknowledge receipt of all addenda by listing such addenda on the Certification of Bidder Signature Page.

XI. Withdrawal of Bids

Bids may be withdrawn by written or facsimile request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be retained in the RFP file but remain unopened.

XII. Amendments to Bids

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify Kenosha Unified School District's Purchasing Department in writing of a material mistake in the bid. Failure of bidder to notify Kenosha Unified School District's Purchasing Department in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake. Formal bid amendments thereto, or requests for withdrawal of bid received by Kenosha Unified School District's Purchasing Department after time specified for opening will not be considered.

XIII. Questions

Bidders with doubt as to the true meaning of any requirements or specifications included in this RFP must submit a written request for clarification to the District personnel listed below:

Corki Roth – Purchasing

3600-52nd Street
Kenosha WI 53144
Phone 262-359-7656
Email croth@kUSD.edu

The Purchasing Agent of the District will work with authorized agents of the District to respond to all inquiries and will render an official response to the question in writing to all bidders. All bidder questions and answers will be publicly posted to the district's Purchasing Department website.

BIDDER QUALIFICATIONS

Executive Summary: Please include an executive summary detailing your understanding of the requirements for this request, as well as a detailed outline on how your company will address the needs of the District.

Contact Information

Please complete these sections below to indicate the structure of your organization and its ability to conduct business in the State of Wisconsin.

RFP Contact: _____

RFP Contact Email: _____

Title: _____

Name of Firm: _____

Check One:

_____ Corporation

_____ Partnership

_____ Individual

_____ Joint Venture

_____ Other

Address: _____

Phone: _____

Fax: _____

Years in business: _____

Years the organization has been under its present name: _____

Former names used by your organization: _____

Corporation information:

Date of incorporation: _____

State of incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

Individuals / Partnerships:

Date of organization: _____

Names and Addresses of all individuals and partners:

Qualified States & Business:

Is your company qualified to do business in Wisconsin? _____

List the states in which partnership or trade name is filed: _____

REFERENCE DATA SHEET

(TO BE COMPLETED AND SUBMITTED WITH BID)

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of all participating government agencies.

Indicate the length of time you have been in business as a company providing the type of service required for this contract. _____ Years _____ Months

Provide a minimum of three (3) references that may substantiate past work performance and experience in the type of work required for this contract.

1. Company: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

2. Company: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

3. Company: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

EXCEPTIONS

List and detail any/all exceptions with the scope of services as presented or omissions you feel need to be addressed.

List your Playground Safety Inspector Contact Information and Certification information

BID FORM

RFP No. 4902F
2025 Playground Equipment Relocation Projects
Frank Elementary & Curtis Strange Elementary

Name of Bidding Contractor: _____

We, as bidding contractor, having completely familiarized ourselves with the Request for Proposal documents and specifications for the above-mentioned project, hereby agree to provide all materials, labor, and delivery necessary to properly complete the specified work as outlined in the provided RFP documents and specifications, including any Addenda issued hereto.

Base Bid No. 1 – Lump Sum Amount (Frank Elementary):

_____ (\$ _____)
Written Amount Numeric

Proposed PIP Product Name

Product Model Name

Product Manufacturer Name

Cost Breakdown:

- PIP Surface Installation Cost \$ _____
- Playset Installation Cost \$ _____

BID FORM

RFP No. 4902F
2025 Playground Equipment Relocation Projects
Frank Elementary & Curtis Strange Elementary

Name of Bidding Contractor: _____

We, as bidding contractor, having completely familiarized ourselves with the Request for Proposal documents and specifications for the above-mentioned project, hereby agree to provide all materials, labor, and delivery necessary to properly complete the specified work as outlined in the provided RFP documents and specifications, including any Addenda issued hereto.

Base Bid No. 2 – Lump Sum Amount (Curtis Strange Elementary):

_____ (\$ _____)
Written Amount Numeric

Proposed PIP Product Name

Product Model Name

Product Manufacturer Name

Cost Breakdown:

- PIP Surface Installation Cost \$ _____
- Playset Installation Cost \$ _____

BID FORM

Receipt of and inclusion in Bid Proposal of the following Addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Indicate responses below:

Contractor visited the sites in-person No. _____, Yes _____

Bid Bond Guarantee attached No. _____, Yes _____

Subcontractor List attached No. _____, Yes _____

KUSD Contractor Statement of Qualification attached No. _____, Yes _____

Reference Lists attached No. _____, Yes _____

Have any Substitutions been provided No. _____, Yes _____

Contractor Project Schedule attached No. _____, Yes _____

Name and License No. of CPSI attached No. _____, Yes _____

Authorized Signature:

Name: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Primary Contact Name: _____ Cell Phone No: _____ Email address: _____

End of Bid Form

Poured-in-Place Surfacing Specifications

PART 1 – GENERAL

1.01 SUMMARY

Poured-in-Place Playground Surfacing System: (Base Bid) with a 7-year warranty.

KUSD School Site Locations: Frank Elementary School & Curtis Strange Elementary School

Work shall include all materials and methods, compacted aggregate base, substrate preparation, concrete slab or curbs, asphalt repair, site restoration, permits and all other related work to provide the KUSD a complete “Turn-Key” installation.

KUSD is not responsible for any portion of the work in this RFP, unless specifically delineated.

See KUSD provided school site plans for general information on the location, configuration and size of the surfacing system at each school. The awarded contractor will have to stake the exact location of the surfacing system prior to the start of construction. KUSD will approve the location and give notice to proceed.

PIP surface must properly drain and be pitched or crowned too not have standing water or ponding on the finish surface.

All new surfaces, including the asphalt perimeter patching provided must meet current ADA access compliance and fall protection compliance standards.

Installing contractor must have at least 10 years of experience with the installation of both the specified playset and PIP surfacing. Provide a list of your (10) most recent Playset / PIP installations. Include contact information for each project, client names, locations and installation costs on company letterhead with RFP response.

1.03 SYSTEM DESCRIPTION

A. Performance Requirements: Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292):

a. Gmax: Less than 200.

b. Head Injury Criteria: Less than 1000.

2. Flammability (ASTM D2859): Pass.

3. Tensile Strength (ASTM D412): 60 psi (413 kPa).

4. Tear Resistance (ASTM D624): 140%.

5. Water Permeability: 0.4 gal/yd²/second.

6. Accessibility: Comply with requirements of ASTM F1951

1.04 SUBMITTALS

B. Product Data: Submit (3) copies of manufacturer's product data and installation instructions to KUSD prior to ordering material.

C. Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 x 229 mm) minimum.

D. Quality Assurance/Control Submittals: Submit the following:

1. Certificate of qualifications of the playground surfacing installer and inspector.

E. Closeout Submittals: Submit the following: Installation and Inspection Reports

1. Warranty documents specified herein.

1.05 QUALITY ASSURANCE

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.

B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.

C. International Play Equipment Manufacturers Association (IPEMA) certified.

1.06 DELIVERY, STORAGE & HANDLING

A. KUSD is not responsible for lost, damaged or stolen material that is stored on KUSD property. It is the sole responsibility to the contractor to secure the work area at each school work site.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Contractor is responsible for site storage of materials delivered and their protection from theft or damage.

C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.07 PROJECT/SITE CONDITIONS

A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

1.08 PUNCH-LIST / WARRANTY

A. Warranty date will begin after the KUSD "punch-list" items have been satisfied by the contractor. Contractor is to inform KUSD the date of substantial completion. KUSD will perform an on-site "Punch-list" with the installation contractor present. Punch-list items must be corrected within 5 working day of receipt.

B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.

C. Proper drainage is critical to the longevity of the PlayBound Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

1. Warranty Period: (when aromatic urethane for the top surface is specified): 7 years from date of completion of work. (when aliphatic urethane for the top surface is specified): 10 years from date of completion of work.

PART 2 – PRODUCTS

2.01 POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM

Specifier Note: Retain or delete paragraph below per project requirements and specifier's practice.

A. Manufacturer Basis of Design: Surface America, Inc. or equal

1. Contact: PO Box 157, Williamsville, NY 14231; Telephone: (800) 999-0555, (716) 632-8413; Fax: (716) 632-8324; E-mail: info@surfaceamerica.com; website: <http://www.surfaceamerica.com>.

B. Proprietary Products/Systems. Poured-in-place playground surfacing system, including the following:

1. Poured-In-Place Primer:

a. Material: Urethane.

2. Poured-in-Place Basemat: Critical Fall Height – 4'-0" a.f.f. Coordinate and confirm height requirements with the Burke equipment being relocated to each site locations.

a. Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.

Installer Note: The type of playground equipment determines the required basemat thickness, and the basemat thickness may be different at various locations on the playground site. Depending on ASTM F1292 requirements for critical fall height (4', 5', 6', 7', 8', 9', 10', 12' or 13' select basemat thickness from options provided in subparagraph below (1 1/4", 2", 2 1/2", 3", 3 1/2", 4", 4 1/2", 5" or 6"). Specify project requirements below and coordinate with working drawings.

b. Thickness: [1 1/4" for 4' critical fall height] [2" for 5' critical fall height] [2 1/2" for 6' and 7' critical fall heights] [3" for 8' critical fall height] [3 1/2" for 9' critical fall height] [4" for 10' critical fall height] [5" for 12' critical fall height] [6" for 13' critical fall height].

c. Formulation Components: Blend of strand and granular material.

3. Poured-In-Place Top Surface:

a. Material: Blend of Virgin EPDM (ethylene propylene diene monomer) rubber or TPV Granule and aromatic or aliphatic urethane binder.

b. Thickness: Nominal 1/2" (12.7 mm), minimum 3/8" (9.5 mm), maximum 5/8" (15.9 mm).

c. Color: [Standard] [Terra Cotta Red] [Primary Red] [Orange (indoor only)] [Gold] [Beige] [Yellow] [Bright Green] [Hunter Green] [Teal] [Sky Blue] [Royal Blue] [Purple] [Pearl] [Eggshell] [Brown] [Light Gray] [Dark Gray] [Black]

Specifier Note: Aliphatic urethane (Extreme-10) is recommended for certain colors (blue, teal, purple, pearl, eggshell and grays) because aromatic binder (Super-7) "yellows" slightly upon exposure to ultraviolet rays.

Most of this thin layer of urethane wears off with foot traffic and weathering typically within two to six months. *This characteristic applies industry-wide.*

- d. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
- e. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
- f. Dry Skid Resistance (ASTM E303): 89.
- g. Wet Skid Resistance (ASTM E303): 57.

2.02 PRODUCT SUBSTITUTIONS

A. Substitutions: substitution permitted upon approval prior to the bid opening.

Specifier Note: Specify proportions and procedures for site mixing materials. Mixing is the preparation of materials for use and is considered to be part of the manufacturing process.

2.03 MIXES

A. Required mix proportions by weight:

- 1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
- 2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

PART 3 – EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

Specifier Note: Specify actions to physically determine that conditions are acceptable to receive primary products of the section.

3.02 EXAMINATION

A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured – up to 30 days. New concrete must be fully cured – up to 7 days.

B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

3.03 PREPARATION

A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, concrete curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

3.04 INSTALLATION

A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, playground equipment installation, curb / concrete slab / asphalt restoration and other relevant work, has been completed. Bidding contractor is responsible for the installation of all of the mentioned items.

B. Basemat Installation:

1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.

2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.

3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.

C. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

D. Top Surface Installation:

1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).

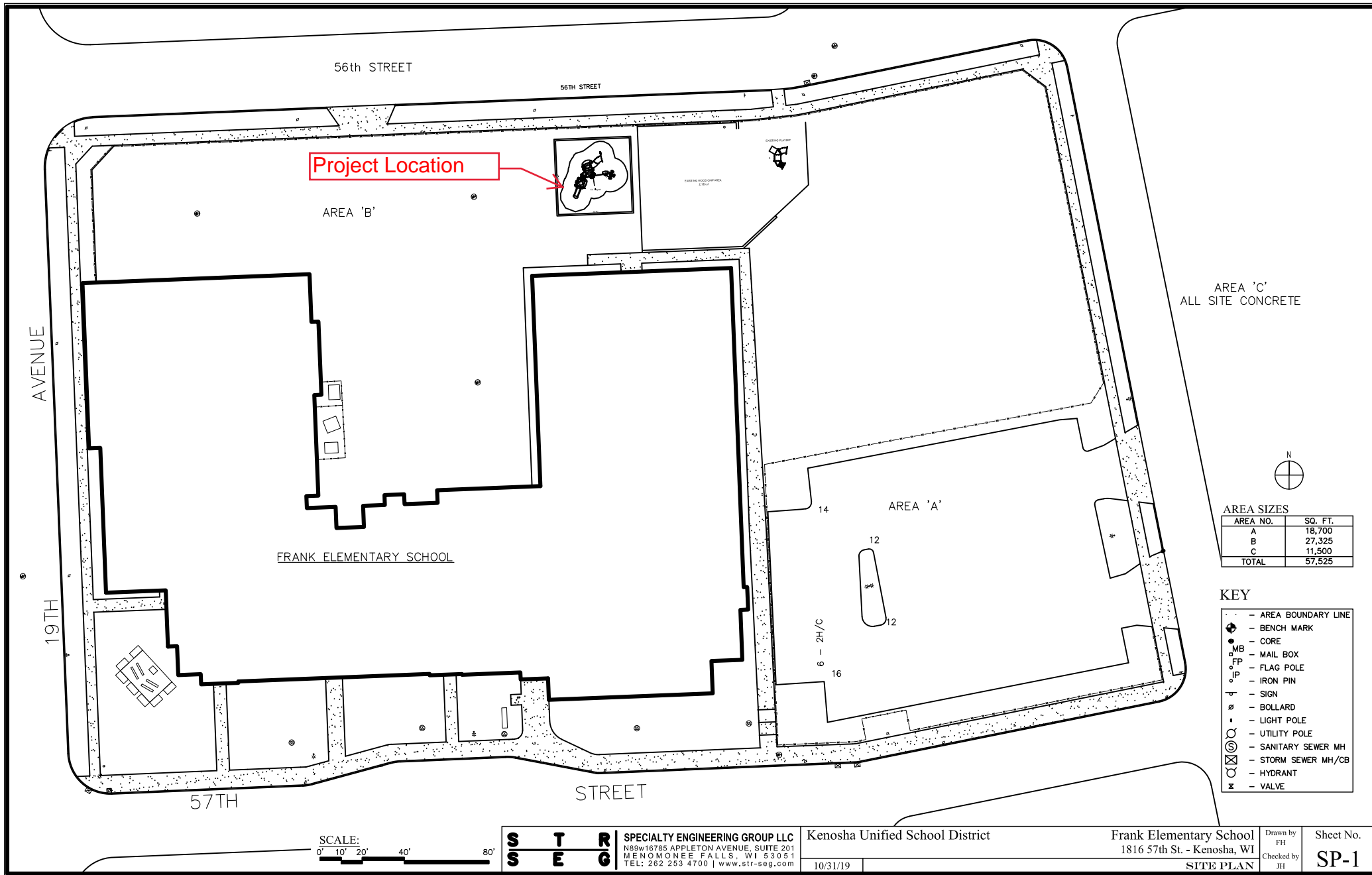
2. Allow top surface to cure for a minimum of 48 hours.

3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.

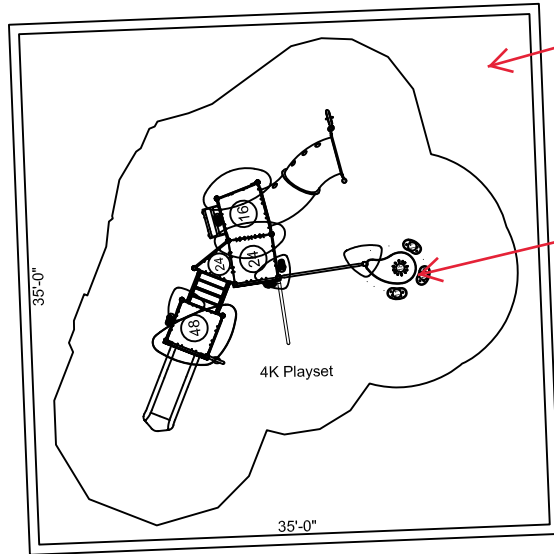
4. Do not allow foot traffic or use of the surface until it is sufficiently cured. Contractor is to secure the areas to prevent use of the equipment with snow fencing.

3.05 PROTECTION

A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site. Contractor is responsible to protect the work at all times during construction until final acceptance by the Owner.



56TH STREET



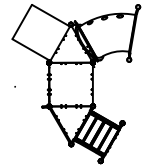
PIP surface over curbed 5"
35' x35' Concrete Slab - See
Detail D1

Synergy Playset
Bolted to concrete
slab

EXISTING WOOD CHIP AREA
2,153 sf

Existing asphalt
playground

EXISTING PLAYSET



Frank Elementary
A2

**PIP SURFACE THICKNESS IS TO BE DETERMINED
BY THE CONTRACTOR BASED ON A CRITICAL
FALL HEIGHT OF 4'0" - CONFIRM WITH EQUIPMENT
SPECIFICATION BEFORE INSTALLATION**

**8" FORMED CONCRETE PERIMETER CURB
W/ FIBER REINFORCEMENT. PROVIDE
LIGHT BROOM FINISH ON EXPOSED SURFACE
TYP. 3000 PSI SIDEWALK CONCRETE MIX.
TOOLED CONTROL JOINTS AT 5'-0" O.C.**

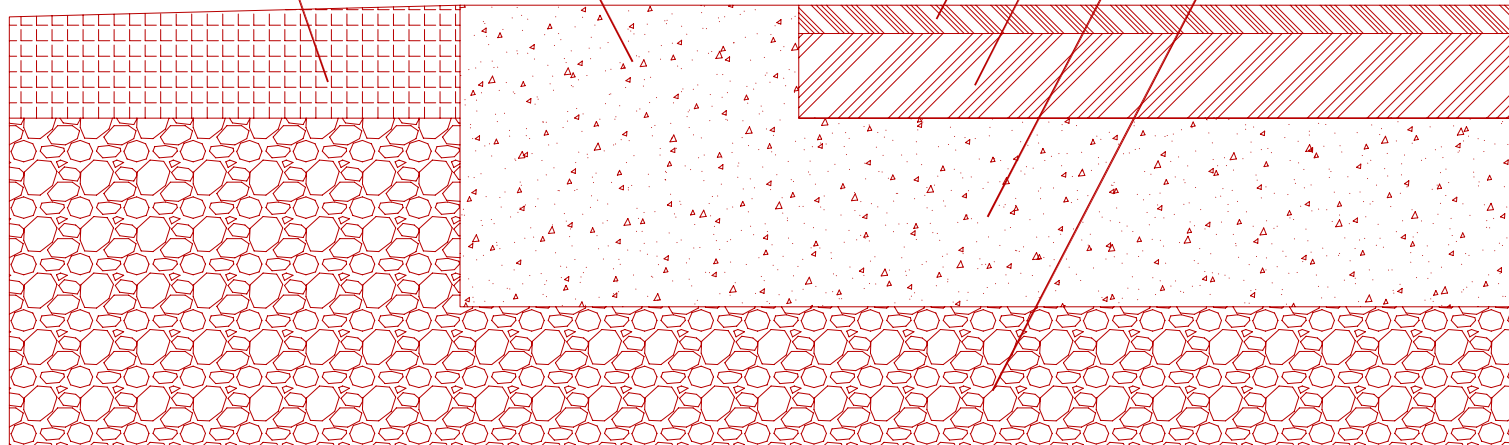
**ASPHALT PATCH AS
REQUIRED AT EXCAVATION
AREAS OUTSIDE OF PIP**

**PIP TOP SURFACE
CROWN PIP SURFACE TO ENSURE PROPER
DRAINAGE FREE OF PONDING**

PIP BASEMAT SURFACE

**5" CONCRETE SLAB
W/ FIBER REINFORCEMENT. PROVIDE
LIGHT BROOM FINISH ON EXPOSED SURFACE
TYP. 3000 PSI SIDEWALK CONCRETE MIX.
TOOLED CONTROL JOINTS AT 8'-0" O.C. E.W.**

**8" COMPACTED WELL DRAINING
AGGREGATE STONE BASE CROWNED
FOR POSITIVE DRAINAGE**



DETAIL NOT TO SCALE

D1 - Frank Elementary

**PIP DETAIL WITH SLAB AND CURB SECTION
Playground Equipment Surface at Frank Elementary**

SHEET NUMBER

SK1

DRAWING SCALE

N.T.S.

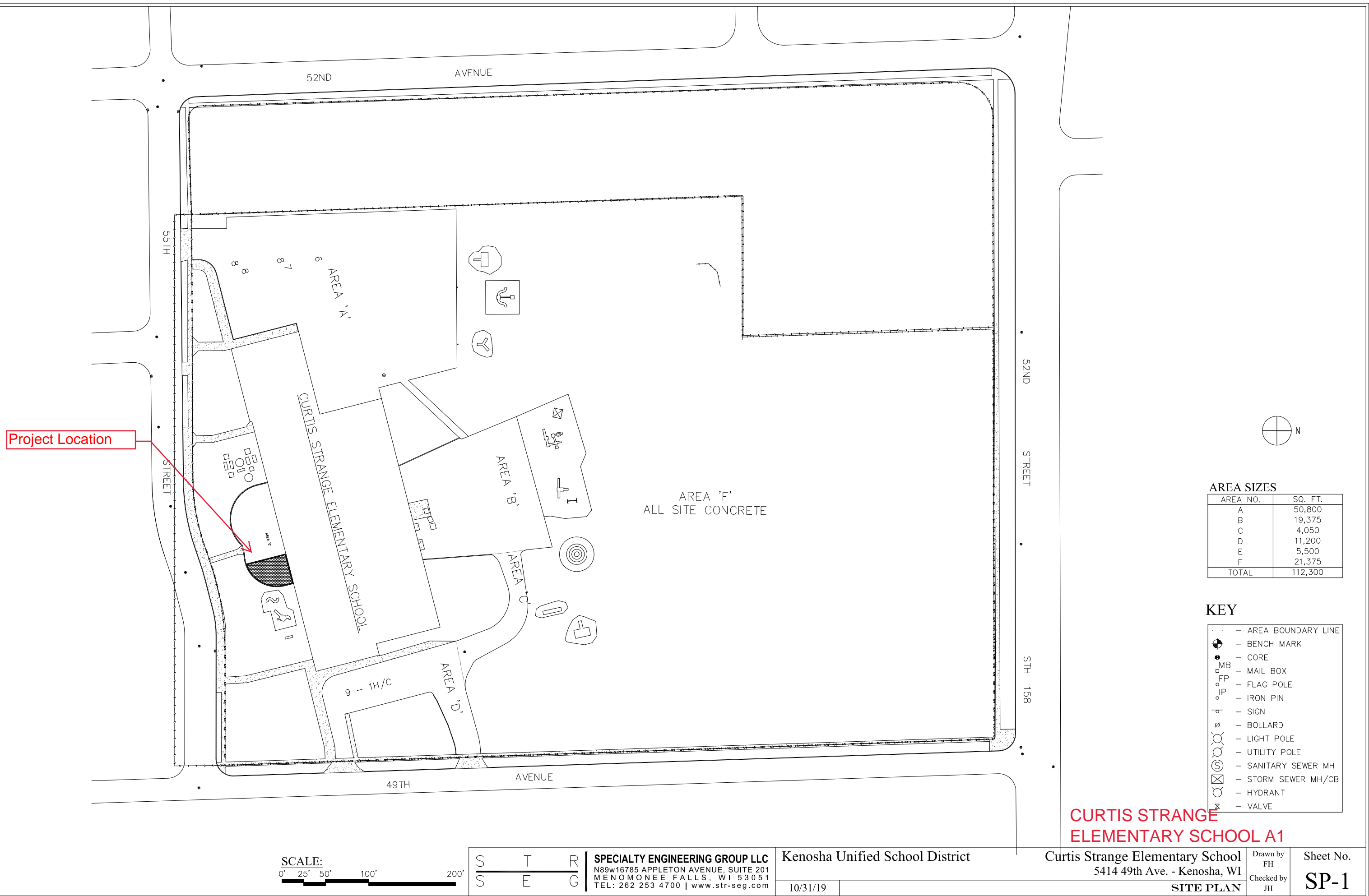


DATE

05-02-25

SHEET NUMBER

1 OF 1



PIP surface will be installed
up against existing building
foundation wall.
Approximate length 34'-0"
Verify on site

AREA 'E'
EXISTING
ASPHALT

New concrete curb
Approximate length
47'-6" verify on site

New PIP surface
Approx 1,315 sf
verify on site

Relocated playset
from Wilson School
with approximate
fall zone shown
Verify on site

CURTIS STRANGE ELEMENTARY SCHOOL A2

Edge of School
Building

new concrete curb
See detail D1 -
Curtis Strange

Relocated Wilson
Playset

Existing concrete
curb and fence

New PIP surface
area

CURTIS STRANGE ELEMENTARY SCHOOL

A3

**PIP SURFACE THICKNESS IS TO BE DETERMINED
BY THE CONTRACTOR BASED ON A CRITIACAL
FALL HEIGHT OF 4'0" - CONFIRM WITH EQUIPMENT
SPECIFICATION BEFORE INSTALLAION**

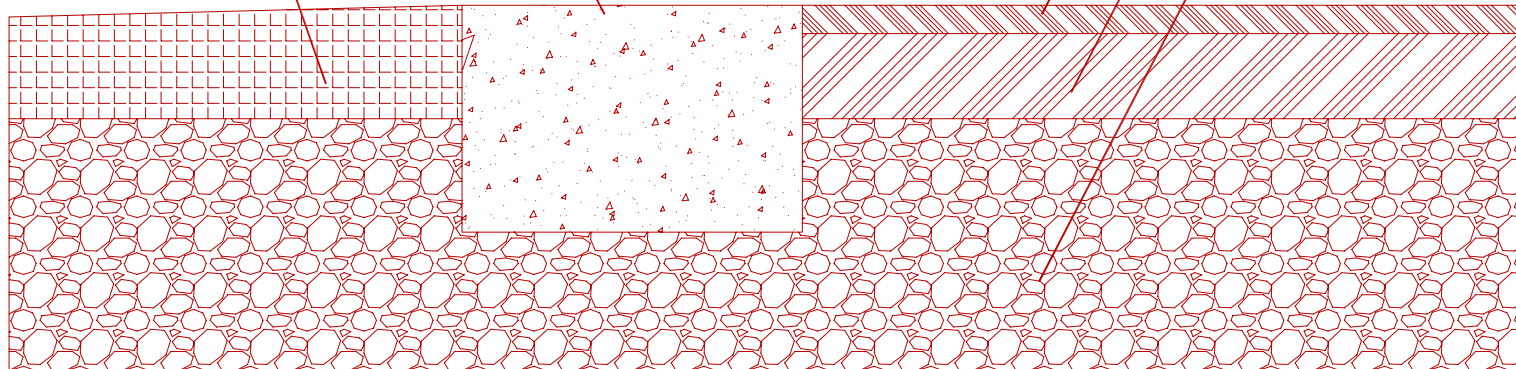
**6" x 8" FORMED CONCRETE PERIMETER CURB
W/ FIBER REINFORCEMENT. PROVIDE
LIGHT BROOM FINISH ON EXPOSED SURFACE
TYP, 3000 PSI SIDEWALK CONCRETE MIX,
TOOLED CONTROL JOINTS AT 5'-" O.C.**

**ASPHALT PATCH AS
REQUIRED AT EXCAVATION
AREAS OUTSIDE OF PIP**

**PIP TOP SURFACE
CROWN PIP SURFACE TO ENSURE PROPER
DRAINAGE FREE OF PONDING**

PIP BASEMAT SURFACE

**8" COMPACTED WELL DRAINING
AGGREGATE STONE BASE**



DETAIL NOT TO SCALE

D1 - Curtis Strange

**PIP DETAIL AND CURB SECTION
Playground Equipment Surface at Curtis Strange Elementary**



DATE
05-02-25

SHEET NUMBER
1 OF 1

SHEET NUMBER
SK1

DRAWING SCALE
N.T.S.



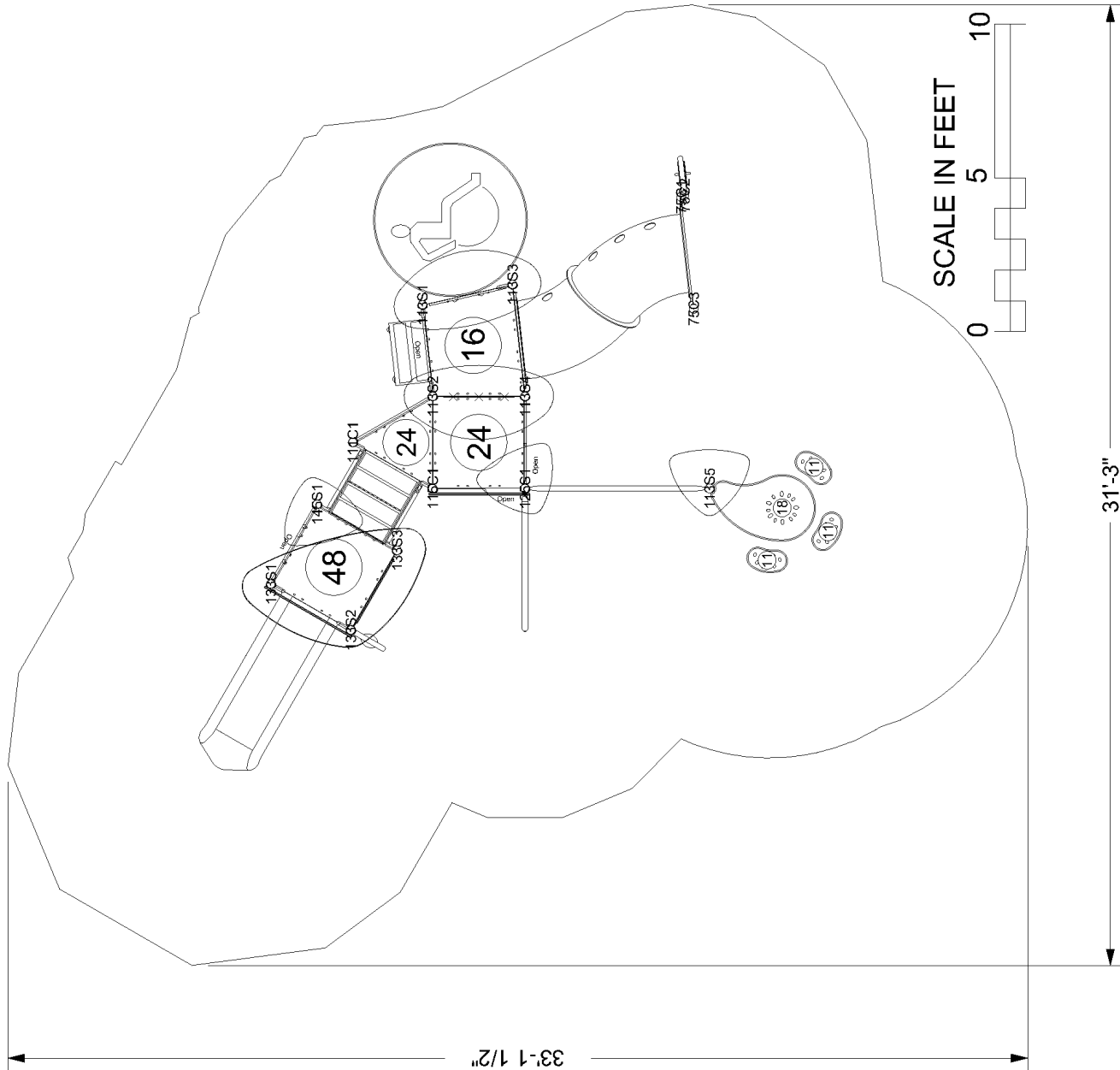
SERIES: Basics, Synergy
SITE PLAN
DRAWN BY: Leah Kirssin

Bose Elementary School, KUSD
1900 15th St.
Kenosha, WI 53140

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

February 01, 2022

Lee Recreation, LLC
142-143849-2



INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA
667 SQ.FT.
PERIMETER
104 FT.
STRUCTURE SIZE
33' 2" x 31' 3"
STRUCTURE IS DESIGNED
FOR CHILDREN AGES:
☐ 6-23 MONTH OLDS
☒ 2-5 YEAR OLDS
☐ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



Registered
to ISO 9001



To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.

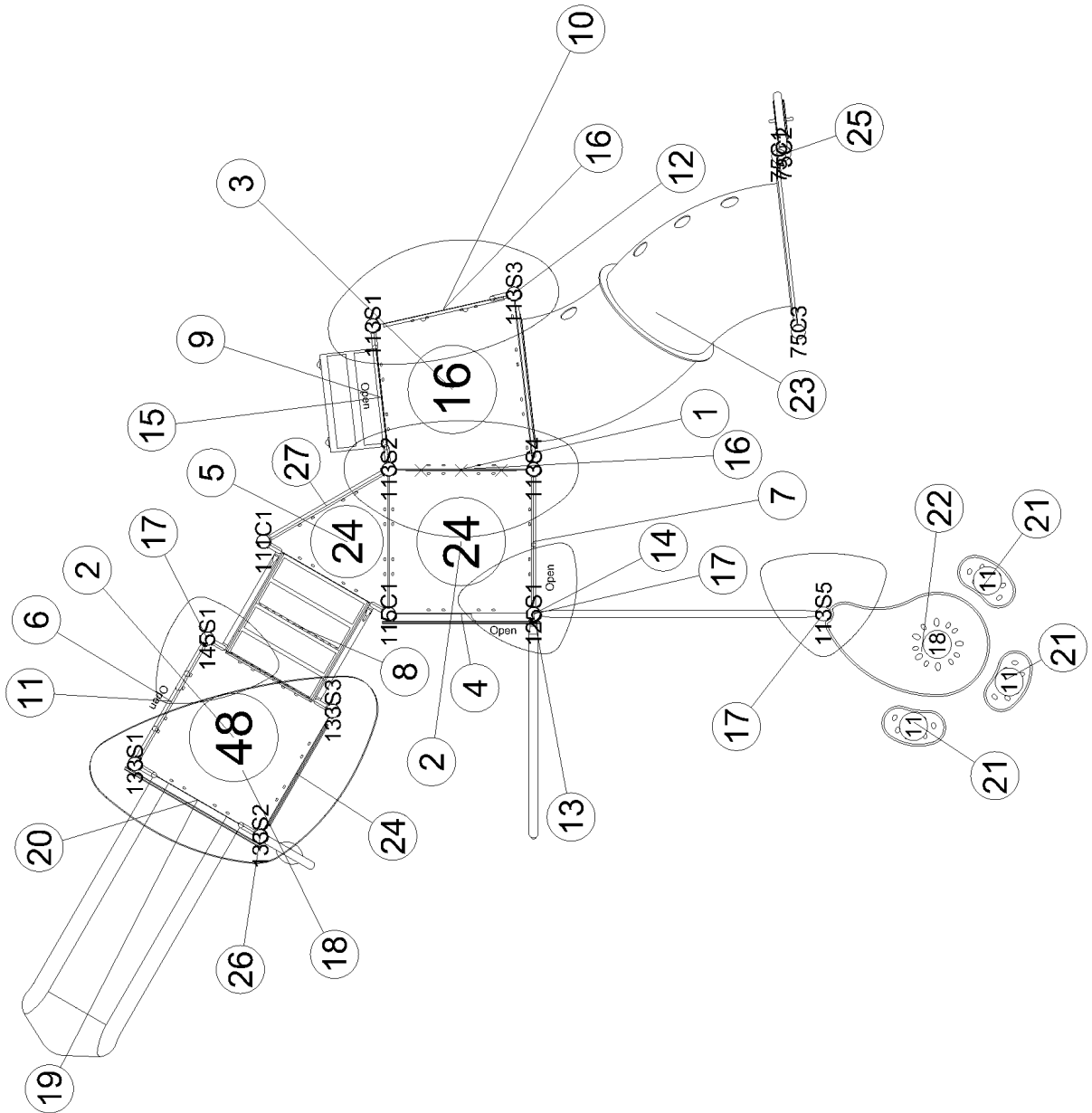
WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	10
NUMBER OF ELEVATED PLAY EVENTS:	6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 4
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 4
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 2

ITEM	COMP.	DESCRIPTION
1	290-0101	8" CLOSURE PLATE
2	290-0102	SQUARE PLATFORM
3	290-0103	TRAPEZOID PLATFORM
4	290-0105	IMAGINATION DISCOVER OFFSE
5	290-0106	TRIANGLE PLATFORM
6	290-0111	CLIMBER ENCLOSURE 2-5
7	290-0112	OFFSET ENCLOSURE 2-5
8	390-0101	24" TRANSITION STAIR W/BARRI
9	390-0104	GRAB BARS
10	390-0128	CRUX CLIMBER 16"
11	390-0156	TREE BRANCH CLIMBER 48"
12	390-0185	SINGLE GRAB BAR
13	390-0212	APEX ARCH CLIMBER 2-5
14	390-0221	LINX CLIMBER
15	390-0226	SINGLE STEP
16	490-0106	ELATION ROOF 2 POST
17	490-0107	ELATION ROOF SINGLE POST
18	490-0108	ELATION ROOF 3 POST
19	490-0132	ROCK N ROLL SLIDE 40" 48"
20	490-0134	IMAGINATION DISCOVER SLIDE
21	580-1355	LIL NOVO BEAN BENCH
22	580-1356	LIL NOVO BEAN TABLE
23	590-0085	TUNNEL 16" OFFSET TO GROUND
24	590-0090	SHAPES PANEL, 2-5 ABOVE PLAT
25	590-0100	CLICKER ACTIVITY PANEL
26	590-0101	BUBBLE MIRROR ACTIVITY PANE
27	590-0398	PIPE WALL 2-5



Burke

February 01, 2022

SERIES: Basics, Synergy

Bose Elementary School, KUSD

Lee Recreation, LLC

COMPONENT PLAN

1900 15th St.

142-143849-2

DRAWN BY: Leah Kirssin

Kenosha, WI 53140

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

**142-143849-2**

February 01, 2022

Proposal Prepared for:

Susan Mozinski
Kenosha Unified School District
1900 15th St
Kenosha, WI 53140
Phone: 262-359-4044

Project Location:

Bose Elementary School, KUSD
1900 15th St.
Kenosha, WI 53140

Proposal Prepared by:

Lee Recreation, LLC
260 W Main Street
Cambridge, WI 53523
Phone: 800-775-8937
Fax: 608-423-7655
jeff@leerecreation.com

Phone:

Fax:

Component No.	Description	Qty	Weight	Ext. Weight
Phase One				
Burke Basics				
580-1355	LIL NOVO BEAN BENCH	3	28	84
580-1356	LIL NOVO BEAN TABLE	1	60	60
Synergy				
072-0300-111C	3 1/2" OD X 111" CAPPED POST	1	41	41
072-0300-115C	3 1/2" OD X 115" CAPPED POST	1	42	42
072-0300-75C	3 1/2" OD X 75" CAPPED POST	3	28	84
072-0302-113S	3 1/2" OD X 113" SWAGED POST	5	41	205
072-0302-125S	3 1/2" OD X 125" SWAGED POST	1	46	46
072-0302-133S	3 1/2" OD X 133" SWAGED POST	3	49	147
072-0302-145S	3 1/2" OD X 145" SWAGED POST	1	53	53
290-0101	8" CLOSURE PLATE	1	5	5
290-0102	SQUARE PLATFORM	2	59	118
290-0103	TRAPEZOID PLATFORM	1	64	64
290-0105	IMAGINATION DISCOVER OFFSET E...	1	38	38
290-0106	TRIANGLE PLATFORM	1	33	33
290-0111	CLIMBER ENCLOSURE 2-5	1	17	17
290-0112	OFFSET ENCLOSURE 2-5	1	22	22
390-0101	24" TRANSITION STAIR W/BARRIE...	1	143	143
390-0104	GRAB BARS	1	6	6
390-0128	CRUX CLIMBER 16"	1	21	21
390-0156	TREE BRANCH CLIMBER 48"	1	15	15
390-0165	SINGLE GRAB BAR	1	3	3
390-0212	APEX ARCH CLIMBER 2-5	1	104	104
390-0221	LINX CLIMBER	1	112	112
390-0226	SINGLE STEP	1	42	42
490-0106	ELATION ROOF 2 POST	2	60	120
490-0107	ELATION ROOF SINGLE POST	3	65	195
490-0108	ELATION ROOF 3 POST	1	92	92
490-0132	ROCK N ROLL SLIDE 40"-48"	1	76	76
490-0134	IMAGINATION DISCOVER SLIDE SI...	1	11	11
590-0085	TUNNEL, 16" OFFSET TO GROUND	1	117	117
590-0090	SHAPES PANEL, 2-5 ABOVE PLATF...	1	25	25

142-143849-2



590-0100	CLICKER ACTIVITY PANEL	1	12	12
590-0101	BUBBLE MIRROR ACTIVITY PANEL	1	7	7
590-0398	PIPE WALL 2-5	1	30	30
600-0104	NPPS SUPERVISION SAFETY KIT	1	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	5	5



"General Decision Number: WI20250004 01/03/2025

Superseded General Decision Number: WI20240004

State: Wisconsin

Construction Type: Building

County: Kenosha County in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

ASBE0019-001 06/01/2024

	Rates	Fringes
Asbestos Removal worker/hazardous material handler		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 43.48	37.50

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0004-001 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90
TILE SETTER.....	\$ 37.09	27.90

CARP2337-004 06/03/2024

Rates	Fringes
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MILLWRIGHT.....	\$ 42.31	32.21
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CARP2337-005 06/03/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

ELEC0014-005 05/26/2024

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-001 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 46.05	30%+13.15

ELEV0015-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.41	37.885+a+b

FOOTNOTE:

- a. PAID VACATION: 8% of regular basic for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 52.66	27.60
Group 2.....	\$ 52.16	27.60
Group 3.....	\$ 51.66	27.60
Group 4.....	\$ 50.37	27.60
Group 5.....	\$ 46.39	27.60
Group 6.....	\$ 41.24	27.60

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons &

over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

IRON0008-005 06/02/2024

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor

Day, Thanksgiving Day & Christmas Day.

LAB00113-012 06/03/2024

	Rates	Fringes
Laborer: Asbestos/hazardous material remover		
Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems.....	\$ 30.32	24.16
LABORER		
General Laborer.....	\$ 37.23	23.90
Plaster Laborer, Mason Tender.....	\$ 37.44	23.90

PAIN0934-002 06/01/2024

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1204-002 06/01/2024

	Rates	Fringes
GLAZIER.....	\$ 46.49	25.20

PLAS0599-009 06/03/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.26	30.63
PLASTERER.....	\$ 38.00	29.77

PLUM0118-001 06/24/2024

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 54.60	26.12

SFWI0669-002 04/01/2024

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 48.22	29.14
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SHEE0018-028 09/01/2024

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.34	37.54

TEAM0662-003 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles.....	\$ 37.72	27.41

SUWI2002-005 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34 **	3.59
Landscape.....	\$ 8.73 **	5.75
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89 **	8.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"