



PROJECT NO. 13104

**CONTRACT SPECIFICATIONS
FOR THE LAYING OF
WATER MAIN,
AND APPURTENANCES**

HOWELL ESTATES WATER MAIN RELAY

OAK CREEK WATER AND SEWER UTILITY

May 30, 2013

**170 W. Drexel Avenue
Oak Creek, WI 53154**

**Telephone: (414) 570 - 8200
www.water.oak-creek.wi.us**

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OAK CREEK WATER AND SEWER UTILITY

May 30, 2013

Project Design & Construction Coordination

Ron J. Pritzlaff, P.E.

Utility Engineer

Phone: (414) 570-8210

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NOTICE TO BIDDERS

OWNER: The Oak Creek Water & Sewer Utility hereby gives notice that sealed proposals will be received in the Utility's office at 170 W. Drexel Avenue, Oak Creek, Wisconsin, 53154.

PROJECT: The work, officially known as Project No. 13104, HOWELL ESTATES WATER MAIN RELAY, consists of constructing the following approximate quantities:

Item Description	Quantity
8" PVC Water Main, 3/4" T.B.B.F., Surf Rest.	979 LF
8" PVC Water Main, Spoil B.F., Surf Rest.	2,847 LF
Connect to Existing 8" Water Main	5 EA
Connect to Existing 12" Water Main	1 EA
Hydrant, Lead and 6-Inch Gate Valve	9 EA
8" Gate Valve	13 EA
1-1/4" Water Service Laterals (Polyethylene) Open Cut	22 EA
1-1/4" Water Service Laterals (Polyethylene) Directional Drill	28 EA
Erosion Control	1 LS
Traffic Control	1 LS
13-inch x 9-inch Driveway CMP Culverts	14 EA
12-inch Diameter Driveway CMP Culverts	4 EA
Salvage and Delivery of Existing Hydrants	1 LS
Abandonment of Existing Valve and Valve Box	1 LS

TIME: Proposals must be received by the office of the Utility, 170 W. Drexel Avenue, no later than 9:00 a.m., Thursday, June 13, 2013, at which time and place the proposals will be publicly opened and read aloud.

CONTRACT DOCUMENTS: Bid documents may be obtained at the Utility's website: www.water.oak-creek.wi.us under the public contracts section after May 30, 2013.

STATUTORY PROVISIONS: The Contract letting shall be subject to the provisions of Section 62.15, 66.0901, 66.0903, and 779.16 Wisconsin Statutes. The minimum wage scale to be paid on this project shall be in accordance with the prevailing minimum wage as determined by federal or state law, whichever applies, and such wage is incorporated by reference, as it may be amended from time to time. If the United States Department of Housing and Urban Development or State of Wisconsin, Department of Workforce

Development has issued a wage rate determination, then it shall apply.

**BID
GUARANTEE:** A certified check or bank draft payable to the Oak Creek Water & Sewer Utility, or a satisfactory bid bond, in an amount not less than 5% of the bid shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bond within 10 days after the award of the contract. In case the bidder fails to file such contract and bond within the time set by the Utility, the check or bid bond shall be forfeited to the Utility as liquidated damages pursuant to SS.62.15(3).

**EQUAL
OPPORTUNITY:** The Oak Creek Water & Sewer Utility hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, sex, or national origin in consideration for an award.

BID REJECTION: The Oak Creek Water & Sewer Utility Commission reserves the right to reject any and all bids, waive any informalities in bidding, or to accept the bid or bids, which best serves the interest of the Utility.

**BID
WITHDRAWAL:** No bid shall be withdrawn for a period of 30 days after the scheduled opening of the bids without the consent of the Oak Creek Water & Sewer Utility Commission.

END OF NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. PROPOSAL FORMS

No bid will be considered which is not submitted on forms furnished by the Utility Engineer.

2. QUANTITIES

The estimated quantities of the work are the result of careful calculations but are considered approximate. The quantity shown will be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased according to the specifications at the discretion of the Utility Engineer, without invalidating the bid price.

The general description of bid items is provided to give bidders a brief description of the work covered under this contract, but is not meant to be all inclusive of the work and materials required to complete each item. All miscellaneous items required by the plans and specifications, although not expressly listed on the bid form, are assumed to be included on the unit prices of each general bid item. Bids will be compared on the basis of the quantities listed in the Bidding Schedule. Payment on the contract will be based on the actual, field-measured units installed.

3. PRIOR EXAMINATION OF CONTRACT DOCUMENTS AND WORKSITE

Bidders shall inform themselves of the conditions under which work is to be performed by examining the contract documents, site, ground conditions and obstacles to be encountered in the field, and by such other means necessary. After proposal submittal, the Utility will not accept a claim that there was any misunderstanding as to the quantities, conditions, nature of the work, or extra compensation for items the Contractor failed to inform himself of prior to bidding.

4. INADEQUACIES AND OMISSIONS

Any verbal information obtained from or statement made by representatives of the Utility at the time of the examination of the contract documents or the site for the purpose of bidding, which apparently corrects or in any way amends the contract documents shall be invalid. The Oak Creek Water and Sewer Utility will not be responsible for such verbal information or statements.

Bidders shall bring any inadequacies, omissions, or conflicts to the Utility Engineer's attention at least seven days before the due date of bids. Prompt clarification will be immediately supplied to all bidders by addenda, and each addendum shall be

acknowledged on the proposal form. Failure to so request clarification of any inadequacy, omission or conflict will not relieve the contractor of responsibility. The signing of the contract will be considered as implicitly denoting that the contractor has a thorough comprehension of the full intent and scope of the specifications and drawings.

5. SUBCONTRACTORS

Bidders shall be required to submit a list of subcontractors with their proposal in accordance with Section 66.0901(7), Wisconsin Statutes.

This list of subcontractors shall not be added to nor altered without the written consent of the Utility Engineer. The Utility Engineer may reject proposals if the list of subcontractors and the class of work to be performed is omitted. The omission shall be considered inadvertent or a representation that the bidder will perform the work himself. If such an omission is inadvertent, the bidder shall provide the list of subcontractors within two working days from the date and time of the bid opening.

6. TIME OF PERFORMANCE

When not otherwise specified, the bidder must state in the proposal the least number of calendar days (including Saturdays, Sundays and holidays) after the date to commence work given in the Notice to Proceed, in which he will start construction and the number of calendar days (including Saturdays, Sundays and holidays) after date to commence work given in the Notice to Proceed in which he will fully complete the work as specified.

In stating time, the bidder should make due allowance for all probable difficulties which may be encountered.

In the event of failure to complete the work within the time stated or otherwise specified, liquidated damages will be assessed as provided in the specifications.

7. PROPOSAL GUARANTY

The Oak Creek Water and Sewer Utility requires either a bid bond or a certified check of at least five (5) percent of the bid.

8. REQUIREMENTS FOR SIGNING PROPOSALS

- A. The full name and business address of each bidder must be entered on the proposal submitted. The proposal shall be signed in the space provided by written signature of the person or persons properly authorized to sign it.
- B. A proposal submitted by an individual shall be signed by the bidder or by an authorized agent.

- C. A proposal submitted by a firm or partnership shall be signed by a member or by an authorized agent; if by joint adventurers, the proposal shall be signed by each of their authorized agent(s).
- D. Proposals which are signed by an attorney-in-fact for individuals, firms, partnerships or joint adventurers shall have attached a power-of-attorney evidencing authority to sign the bid.
- E. A proposal submitted by a corporation shall be signed by an authorized officer or agent of such corporation. Such corporation must be licensed to do business in the State of Wisconsin before a proposal to do the work can be received. If a foreign corporation, the state under which it is incorporated must be named.

9. SUBMISSION OF PROPOSAL

The proposal and the proposal guaranty shall be placed in an envelope or in separate envelopes and shall be sealed. On the envelope or envelopes shall be plainly written the PROJECT NUMBER, DATE OF OPENING BIDS, NAME OF BIDDER, AND THE TYPE AND LOCATION OF THE WORK. Such envelope(s) shall be addressed and delivered to the office of the office of the Utility before the time specified in the Notice to Bidders for opening bids.

10. WITHDRAWAL OF PROPOSAL

A bidder may withdraw a proposal, provided the Utility Engineer receives a written request prior to the deadline for accepting proposals. The proposal will be returned to the bidder unopened.

11. BID PRICES

Bidders must submit a bid price, in accordance with the specifications, for each item of the job or branch, in compliance with the bidding units specified for the quantities listed in the proposal. Bid prices must be written out in words and also entered in figures. In case of variation, the written prices will prevail.

12. DOUBLE BIDDING

Two (2) proposals under different names will not be accepted from one firm or association.

13. DISQUALIFYING OF BID PROPOSAL

A bid proposal will be disqualified because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in

the bid.

Errors in extension may be corrected providing that the unit cost is legible and can be definitely identified as complying with item specifications. The total bid shall be adjusted in accordance with approved extension corrections. An extension may not be divided by number of units specified to determine a unit cost if such is omitted by the bidder. It is the responsibility of the bidder to submit a neat, accurate and complete proposal if his bid is to be accepted.

14. RIGHT TO ACCEPT OR REJECT BIDS

The Utility reserves the unqualified right to reject any or all bids at its sole and absolute discretion, or to reject any or all bids where the Utility Engineer has determined that the contractor or bidder has unbalanced his bid and unit prices. The Utility further reserves the unqualified right to waive any irregularities in any bid, or to accept any bid which will best serve the interests of the Utility. The Utility also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the bid, if the same are considered excessive or unreasonable, or to accept any or all such unit prices which may be considered fair and reasonable.

The bid openings are open to the public, and no awards will be made immediately upon opening bids nor until the bids opened can be compared, scheduled, and reviewed by the Utility Commission. The contract shall be awarded by Utility Commission action and the bidder to whom the award is made will be notified at the earliest possible date.

15. PERFORMANCE GUARANTY

The performance of the contract must be assured by a surety bond executed by the successful bidder in the full amount of the contract. Such bond must also be executed by a surety company.

16. CONTRACT EXECUTION

Within ten days from the date of receipt of the contract forms from the Utility Attorney, the successful bidder shall sign four copies of the contract form, attach the performance guarantee of the approved licensed surety, and deliver to the office of the Utility. The contract, when signed by the Utility, and approved as to form and execution by the City Attorney, shall be a part of the contract documents. When all parties have signed the contract, the Utility will refund the proposal deposit to the successful bidder.

In case of failure to have delivered such properly executed copies of the contract within ten days, or such extension as the Utility Commission only may deem reasonable, bidder will be considered as having abandoned his proposal. Bidder will be considered in default to the Utility to the full amount of the bid deposit. It will be understood and agreed by the party submitting the proposal that such bid deposit represents the damages to which

the Utility will be subjected by reason of the bidder's default in acceptance of contract, or failure to either properly execute the contract forms or deliver within the specified time of such extension.

17. STARTING WORK BEFORE NOTIFICATION

No work shall be performed under the contract and no materials or equipment shall be delivered to the site of the work prior to the date in the Utility Engineer's written Notice to Proceed.

18. REFUND OF BID DEPOSIT TO UNSUCCESSFUL BIDDERS

The bid deposit of all except the two lowest bidders will be refunded after the Utility Commission has determined the lowest responsible bidder. The remaining bid deposit will be refunded upon execution of the contract.

BID PROPOSAL

Thursday, June 13, 2013

To: The Oak Creek Water & Sewer Utility Commission

Re: Bid Proposal

In conformity with the notice to bidders, the undersigned bidder, having examined the site of the work and the contract, submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed hereunder, and agrees to execute the proposed contract and furnish the required bond for the completion of said work, at the locations and for the prices set forth in the attached Schedules One, Two, and Three.

The undersigned bidder deposits herewith a certified check payable to the order of the Oak Creek Water and Sewer Utility, or an approved bid bond, in the sum designated in said notice, and hereby agrees that in the event the undersigned bidder shall fail to execute the contract with surety bond thereto and return the same to the Utility within ten calendar days after transmittal by the Utility, then said certified check shall be retained by and become the property of the Oak Creek Water & Sewer Utility as fixed and liquidated damages or the penalty as provided by said bond shall be recovered as liquidated damages.

It is further understood that construction on this contract shall commence and be completed as specified in the Detail Specifications.

This proposal submitted by:

Bidder

Address

Phone

City, State, Zip Code

Operating as: Sole Trader _____ Partnership _____ Corporation _____

Under the laws of the State of _____

By: _____ (Signature)

(Title)

ADDENDUM RECEIPT: We acknowledge the receipt of Addenda __, __, __, inclusive.

SWORN STATEMENT OF BIDDER

PURSUANT TO SECTION 66.0901 (7) WISCONSIN STATUTES

I, being duly sworn at _____(City),
_____ (State), on oath, do hereby state on behalf of said bidder
that I have examined and carefully prepared this proposal from the plans, specifications, the
work site including surface and underground conditions, and other contract documents and have
checked the same in detail before submitting this proposal; and that this sworn statement is
hereby made an integral part of this proposal.

By: _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, _____ County

State of _____

My commission expires:_____

Affix corporate seal below.

INFORMATION ON SURETY *(please fill out completely)*

Firm _____

Address, City, State, Zip Code _____

Attorney-in-fact _____

Address, City, State, Zip Code _____

INFORMATION ON SUBCONTRACTORS

The undersigned bidder will employ, subject to the approval of the said owner, the following subcontractors. This list shall not be added to nor altered without the written consent of the owner. A bid shall not be invalid if the list of subcontractors and the class of work to be performed has been omitted. The omission shall be considered inadvertent or a representation that the bidder will perform the work himself. If such an omission is inadvertent, the bidder shall provide the list of subcontractors within two working days from the date and time of the bid opening.

<u>NAME</u>	<u>ADDRESS</u>	<u>CLASS OF WORK</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOWELL ESTATES WATER MAIN RELAY - LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
01	Cover Sheet
02	Howell Estates Proposed Water Main Relay
03	E. Fitzsimmons Road; FR: S. Howell Avenue TO: 500 ft. East of S. Austin St.
04	S. Burrell Street; FR: E. Estates Place TO: 750 ft. North of E. Estates Pl.
05	S. Austin Street; FR: E. Estates Pl. TO: 800 ft. North of E. Estates Pl.
06	S. Jasper Street FR: E. Estates Pl. TO: 700 ft. North of E. Estates Pl.
07	E. Estates Place FR: S. Howell Ave. TO: S. Austin St.
08	S. Austin Street FR: 500 ft. North of E. Fitzsimmons Rd. TO: E. Fitzsimmons Rd.
09	E. Estates Place FR: S. Austin St. TO: 150 ft. East of S. Jasper St.

Drawing sheets are provided separately from the Project Manual.

Howell Estates Water Main Relay**Schedule Two**

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
1	8-inch PVC Water Main, 3/4-inch T.B.B.F., Surf Rest.	LF	824		
2	8-inch PVC Water Main, Spoil B.F., Surf Rest.	LF	3,002		
3	Connect to Existing 8-inch Water Main	EA	5		
4	Connect to Existing 12-inch Water Main	EA	1		
5	Hydrant, Lead and 6-Inch Gate Valve	EA	8		
6	8-inch Gate Valve	EA	14		
7	1-1/4-inch Water Service Laterals (Polyethylene) Open Cut	EA	23		
8	1-1/4-inch Water Service Laterals (Polyethylene) Directional Drill	EA	29		
9	Erosion Control	LS	1		
10	Traffic Control	LS	1		
11	13-inch x 9-inch Driveway CMP Culverts	EA	15		
12	12-inch Diameter Driveway CMP Culverts	EA	4		
13	Salvage and Delivery of Existing Hydrants	LS	1		
14	Abandonment of Existing Valve and Valve Box	LS	1		
15	Extension of New 1-1/4-inch Polyethylene Water Service Lateral from Right-of-Way for Direct Connect to Existing Property Water Service (Directional Drilling Only)	EA	10		

BASE BID TOTAL (ITEMS 1 – 15) INCLUSIVE: _____

_____ (\$ _____)
(Use Words) (Figures)

DETAILED SPECIFICATIONS

I. GENERAL

A. INTRODUCTION

1. These specifications govern the construction of water main, in the City of Oak Creek in the locations as shown on the plans.
2. All work performed and all materials supplied under this contract shall conform to the Contract Documents and to all specifications, codes, and ordinances either referred to or established by law.

B. APPLICABLE SPECIFICATIONS

1. The following specifications shall be applicable to all construction under this project:
 - a. General Specifications of the Department of Engineering, City of Oak Creek, hereinafter referred to as the General Specifications in these Detailed Specifications.
 - b. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with addendums hereinafter referred to as the Standard Specifications in these Detailed Specifications.
 - c. State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, Current Edition and Supplemental Specifications hereinafter referred to as the State Specifications in these Detailed Specifications.
 - d. These Detailed Specifications.
 - e. The Construction Plans.
 - f. City of Oak Creek Engineering Design Manual, Current Edition.
 - g. City of Oak Creek Supplemental Drawing Details included at the end of this Project Manual.
 - h. Additional Drawing Details provided by the Design Engineer included at the end of this Project Manual.
 - i. Manual of Uniform Traffic Control Devices (MUTCD), Current Edition.
 - j. City of Oak Creek Engineering Design Manual, Current Edition.
2. Copies of the aforementioned General, Standard and State Specifications are on file at the Engineering Department of the City of Oak Creek for use and reference on the premises by prospective bidders and by the Contractor.
3. The Detail Specifications and the construction plans cover items, corrections, deletions or additions to the applicable contract specifications and take precedence over those other parts of these specifications that may be in conflict herewith.
4. Any conflict between the various specifications and the construction plans shall be brought to the attention of the Utility Engineer by the bidders and/or

the Contractor. Where such conflict may exist, the Utility Engineer shall have the sole authority to exercise a decision as to the meaning of the bidding and contract documents.

5. Reference shall also be made to the Instructions to Bidders of the bid and contract documents.

C. CONTROL OF CONSTRUCTION OPERATIONS

1. Scheduling Work:

- a. The Contractor will not be permitted to start new phases of the project until previously started phases are fully completed or continuous work, in the opinion of the Utility Engineer, is being done to fully complete the previously started phases. However, the Contractor may with the approval of the Utility Engineer, start a second crew with a second foreman on other portions of the project. (Refer also to Sections 1.2.2 and 1.3.21 (Pages 1-10 and 1-21, respectively) of the Standard Specifications).
- b. At any time during the execution of the contract that the Contractor either suspends or returns to work, they must notify the Utility Engineer of their intentions at least three (3) working days in advance of said suspension or return to work.

2. Maintenance of Public Safety and Convenience:

- a. The Contractor shall provide for the placing of necessary detour signs, barricades, warning lights, and warning and informational signs to provide for the safety and convenience of the public prior to starting of any of the work in accordance with the State of Wisconsin Manual on Uniform Traffic Control Devices.
- b. Adjustment to the traffic control devices shall be included and performed by the contractor as called for by the progression of work.
- c. Necessary traffic control adjustments shall be in place prior to proceeding with work that could impact the safety of the general public as determined by the Utility Engineer.
- b. All such devices shall comply with the Federal Manual on Uniform Traffic Control Devices (MUTCD).

3. Access to Properties:

- a. The Contractor shall provide for access to the properties abutting the work site area in accordance with Section 1.7.7 (Page 1-33) of the Standard Specifications.
- b. In addition, the operations shall be conducted in such a manner that
 - 1.) all streets at all times shall be maintained with at least two (2) lanes of roadway open for vehicular access, and
 - 2.) all abutting properties shall be provided with vehicular access overnight, on weekends and on holidays.

4. Haul Roads and Storage Areas:
 - a. The Contractor shall be required to submit a plan indicating their intended location of haul roads and storage areas for equipment and materials.
 - b. Such plan shall be presented at the Pre-Construction Meeting and shall be subject to the approval of the Utility Engineer.
 - c. Any subsequent proposed changes to the approved plan shall be submitted to the Utility Engineer for approval prior to implementation of the change. Construction traffic shall be permitted on pre-approved areas.
 - c. All areas used for haul roads and storage shall be subject to restoration by the Contractor to the condition prior to the start of work under this contract.

II. NOTICES AND PERMITS

A. GENERAL UTILITY NOTIFICATION

1. Please note: Section 66.0831 of Wisconsin Statutes makes it mandatory that:

"66.0831 Interference with public service structure. A contractor with a contract for work upon, over, along or under a public street or highway may not interfere with, destroy or disturb the structures of a public utility, including a telecommunications carrier as defined in s. 196.01 (8m), encountered in the performance of the work in a manner that interrupts, impairs or affects the public service for which the structures may be used, without first obtaining written authority from the commissioner of public works or other appropriate authority. A public utility, if given reasonable notice by the contractor of the need for temporary protection of, or a temporary change in, the utility's structures, determined by the commissioner of public works or other appropriate authority to be reasonably necessary to enable the work, shall temporarily protect or change its structures located upon, over, along or under the surface of a public street or highway. The contractor shall pay or assure to the public utility the reasonable cost of the temporary structure or change, unless the public utility is otherwise liable. If work is done by or for the state or by or for any county, city, village, town sanitary district, metropolitan sewerage district created under ss. 200.01 to 200.15 or 200.21 to 200.65 or town, the cost of the temporary protection or temporary change shall be borne by the public utility."

2. Excavation Notification Requirements:
 - a. Contractor, prior to any excavation work, shall notify (1) a designated locating service; (2) all utilities, governmental agencies, entities, known to, or which can reasonably be assumed to have above or below ground pipe, conduit cables, structures, or similar items within limits of project; to locate and mark location of such items.
 - b. In accordance with Wisconsin Statute 182.0175, "Damage to Transmission Facilities," Excavator, as defined in

182.0175(1)(bm), shall be solely responsible to provide advance notice to "Diggers Hotline, Inc." (800-242-8511) not less than three working days prior to commencement of any Excavation, as defined in the statute, required to perform work contained in this Project, and further, Excavator shall comply with all other requirements of this Statute relative to Excavation.

3. The Contractor shall refer to Chapter 1.2.0 (Pages 1-9) of the Standard Specifications, in regard to necessary notices and permits required. These provisions shall be strictly adhered to at the start of any part of the project. In particular, the following requirements shall apply.

B. NOTIFICATION TO WE ENERGIES (Electric and Gas Utility)

1. In accordance with the provisions of the Wisconsin State Statutes, with regard to the maintenance of a certain clearance from energized conductors and with regard to notification where work might affect public utility facilities, it is the requirement herein that the Contractor shall be responsible for and duty-bound to notify the We Energies in writing in advance of work to be done near electric or gas facilities. Such notice shall be directed to:

We Energies – Electric Operations
4800 W. Rawson Avenue
Franklin, Wisconsin 53132
Phone: (414) 423-6112

2. Emergency or additional notification, if any is required during construction, shall be done by contacting their office at 221-3700.

We Energies - Gas Operations
4800 West Rawson Avenue
Franklin, WI 53132
Phone: (414) 423-5062

C. NOTIFICATION TO AT&T

1. The Contractor shall notify the communication utilities that have facilities located within the project limits of their construction schedule as it affects said each company as prescribed by the Wisconsin State Statutes.
2. Such notice shall be directed to the following Utilities:

AT&T
Cable Location Plant
435 S. 95th Street
Milwaukee, WI 53214
Phone: (262) 896-7434

D. NOTIFICATION TO TIME WARNER CABLE

1. The Contractor shall notify Time Warner Cable of their construction schedule as it affects said cable communications company as prescribed by the Wisconsin State Statutes. Notice shall be directed to:

Time Warner Cable
5475 West Abbott Avenue
Greenfield, WI 53220

2. Additional notification, if any is required during construction, shall be done by contacting their office by phone at (414) 277-4280.

E. NOTIFICATION TO CITY'S STREET, FIRE, & POLICE DEPARTMENTS, & OAK CREEK WATER & SEWER UTILITY

1. Prior to starting construction within any street, three (3) days' written notice shall be given to the following departments:
 - a. Street Division, 800 W. Puetz Road, (414) 768-6553.
 - b. Fire Department, 7000 S. 6th Street, (414) 570-5630.
 - c. Police Department, 301 W Ryan Road, (414) 768-8200.
 - d. Oak Creek Public Schools, 7630 South Tenth Street (414) 768-5880.
 - e. Oak Creek Water & Sewer Utility, 170 W. Drexel Avenue, (414) 570-8210.
 - f. Oak Creek Streets, Parks, & Forestry Department, 800 W. Puetz Road, Urban Forester: Ms. Rebecca Lane, (414) 768-5861.
 - g. Riteway School Bus Company; P.O. Box 398, Germantown, WI. 53022; Contact: Jason Ebert (262) 250-0255.

F. OAK CREEK WATER & SEWER UTILITY WATER USE PERMIT

1. The Contractor will be permitted to use the Utility water supply where available for incidental uses providing a permit is first obtained from the Oak Creek Water and Sewer Utility, 170 West Drexel Avenue, Oak Creek, Wisconsin.
2. There will be no charge for this water use unless the amount is determined to be excessive as defined by the Utility Engineer. The included water will include water needed for filling, testing, and flushing of new water mains.
3. If an invoice is issued and said bill is not paid by completion of the project, the amount of said bill will be deducted from the final contract payment.

G. WORK IN EASEMENTS

1. The work will be performed in an easement or by right-of-entry upon private lands. The requirements of Sections 1.7.13 and 1.7.14 (Pages 1-35 and 1-36) of the Standard Specifications and the special provisions of these specifications, if any, shall be adhered to.

2. The requirements of Section 1.7.14 of such Standard Specifications shall also apply to the public right-of-way between the pavement and the property line where the installation is in the public right-of-way or in an easement abutting public right-of-way.

III. CONTRACTOR'S INSURANCE

A. GENERAL

1. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the Utility and insurance certificates have been filed with the Utility, nor shall the Contractor allow any Subcontractor to commence work on their subcontract until all similar insurance required of the Subcontractor has been so obtained and approved in accordance with Section 1.8.4 of the Standard Specifications and these Detailed Specification provisions.

B. COMPENSATION INSURANCE

1. The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of their employees at the site of the project and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
2. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

C. PUBLIC LIABILITY, PROPERTY DAMAGE, AND CONTRACTUAL LIABILITY INSURANCE

1. The Contractor shall take out and maintain during the life of this contract, public liability, property damage, and contractual liability insurance in the following minimum amounts:
 - a. Bodily Injury \$1,000,000 per occurrence
 \$1,000,000 aggregate
 - b. Property Damage \$500,000 per occurrence
 \$500,000 aggregate
2. These policies shall protect the Contractor and any Subcontractor performing work covered by this contract from the claims and damages for personal injury, including accidental death, as well as claims for property damage,

which may arise from the performance of the work or under the hold-harmless and indemnifying clauses which are a part of this contract. The said policies are to cover not only the Contractor or Subcontractor but also any other directly or indirectly employed by either of them.

D. INSURANCE AGAINST THE FOLLOWING SPECIAL HAZARDS

1. The following respective amounts shall be procured by the Contractor or Subcontractor before the commencement of any operation by the Contractor, or the happening of any circumstance creating or tending to create the particular special hazard:

<u>Kind</u>	<u>Amount</u>
Operating of elevators or hoists.....	\$25,000.00
Use and operation of automobiles and truck.....	\$25,000.00
Structural alterations or demolitions	\$25,000.00
Undermining adjacent structures.....	\$10,000.00
Blasting operations	\$10,000.00
Operation of excavating machinery in streets and highways.....	\$10,000.00
Operation within other public or private right-of-way (including railroad right-of-way)	As Required

IV. PERFORMANCE BOND AND GUARANTEE

- A. Where the contract is over \$10,000.00, the contractor will be required to furnish a satisfactory performance bond in the amount of 100 percent of the contract. The Contractor shall pay the total cost of this bond. Such bond shall be executed by an authorized surety company and shall remain in full force and effect for a period of one year after the final payment for the work to guarantee workmanship and materials. A performance bond shall not be required for public works contracts below \$10,000.00 regardless of bond requirement.
- B. The Contractor shall agree and guarantee that the material and workmanship supplied by them shall be free from all defects, and strictly in accordance with the plans and specifications, at the time of its completion and acceptance by the municipality, and for a time of one year thereafter, the Contractor agrees to forthwith repair the same upon notification by the municipality using the same material required by these specifications.
- C. In case the Contractor shall fail to make such repairs or cause the same to be made, the Contractor agrees and guarantees to pay on demand the cost thereof, to said municipality upon the completion of such repairs, and the Contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said work in his contract, which may become a lien or a claim against the municipality.

V. METHOD OF PAYMENTS

- A. Payments will normally be made monthly throughout the progress of the work, provided the work completed is substantial enough in the opinion of the Utility Engineer.
- B. Substantial completion of water main construction shall be considered to include all flushing and testing of the mains including pressure tests and safe water samples. Partial and final payments will not be made until such time that all work is substantially completed including testing and accepted by the approving agencies.
- C. Such payments shall be in accord with Section 66.0901 (9) b, of the State Statutes which states that the City, "(b) Retained percentages. As the work progresses under a contract involving \$1,000 or more for the construction, execution, repair, remodeling or improvement of a public work or building or for the furnishing of supplies or materials, regardless of whether proposals for the contract are required to be advertised by law, the municipality, from time to time, shall grant to the contractor an estimate of the amount and proportionate value of the work done, which entitles the contractor to receive the amount of the estimate, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5 percent of the estimate until 50 percent of the work has been completed. At 50 percent completion, further partial payments shall be made in full to the contractor and no additional amounts may be retained unless the architect or engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the contractor. At 50 percent completion or any time after 50 percent completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the municipality are valid reasons for noncompletion, the municipality may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or may pay out the entire amount retained and receive from the contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract. "

VI. MATERIALS - GENERAL

- A. **PRODUCT, MATERIAL AND OTHER RELATED ITEMS**
 - 1. In accordance with Utility purchasing policy, the Contractor is requested to use American-Made (USA) products in the performance of the contract whenever the quality and the price are comparable with other goods.

B. TEMPORARY CONSTRUCTION MATERIALS

1. Driveway and Approaches:
 - a. Provide Crushed Gravel (Traffic Bond) material, comparable to WisDOT 3/4-inch Dense-Graded aggregate for use at driveways and approach areas after portions of the existing driveways and approaches have been removed to facilitate new construction and before the driveway and approach pavements are replaced with new pavement materials.
 - b. Provide and maintain daily, all property owners' driveways and approach entries with specified aggregate above to ensure property owner egress and ingress is not disturbed. Provide approved dust control during this temporary service to the homeowner.
 - c. This Work is considered incidental to the new watermain construction.
2. Temporary Mailboxes for Property Owners:
 - a. Contractor shall be responsible to provide temporary mailboxes for property owners whose permanent mailbox was removed to facilitate new underground utility work.
 - b. Contractor shall provide temporary mail boxes at locations determined with the Utility during new construction work.
 - c. Contractor shall re-install removed mailboxes at locations that they were originally removed from for each effected property owner.
 - d. Contractor shall be responsible for any damage to existing mailboxes during removal, storage and re-installation.
 - e. This Work is considered incidental to the new watermain construction.
3. Temporary Ditch Checks in Culvert:
 - a. Contractor shall provide bagged one (1) inch to three (3) inch washed stone for installation at ends of driveway culverts to control storm water runoff.
 - b. Stack bags in an offset fashion in an attempt to interlock each bag with adjacent bags.
 - c. Reference Drawing Detail Exhibit "D" – Culvert Pipe Ditch Check.
 - d. Remove stone bag culvert ditch checks after Utility Engineer has given such approval.
 - e. This Work shall be included under the Erosion Control Unit Bid Price.
4. Temporary Hay Bale Ditch Checks Installed in Ditches:
 - a. Contractor shall provide straw hay bales at locations determined by Contractor's submitted and approved Erosion Control Plan. Engineer's provided erosion control drawing is provided for Contractor's reference only.
 - b. This Work shall be included under the Erosion Control Unit Bid Price.

5. Temporary Traffic Control Plan:
 - a. Contractor shall prepare and provide a temporary traffic control plan for Utility approval.

VII. MATERIALS FOR WATER MAINS

A. SPECIFICATIONS FOR DUCTILE IRON WATER MAIN PIPE

1. All Ductile Iron Pipe (DIP) water main to be used shall be CL 52 as specified herein and in Chapter 6.18.0 of the Standard Specifications.
2. Valves and cement-lined cast gray iron or cast ductile iron fittings as specified in Chapter 8.22.0 of the Standard Specifications, shall be furnished unless otherwise specified on the construction plans or herein the Detail Specifications. All fittings and valves shall have push-on joints unless otherwise specified on the construction plans or herein the Detail Specifications.
3. All fittings shall be cement lined, identical to the lining of ductile iron pipe. The fittings shall conform to AWWA C110 or ANSI A21.10. The cement lining shall conform to AWWA C104 or ANSI A.21.4. An outside bituminous coating conforming to AWWA C151, but to a thickness of 2 to 4 mils average and 2 mils minimum, shall be provided, identical to the outside coating of ductile iron pipe.
4. Rubber gaskets shall be bundled in water repellent covering and packaged in a cardboard box or wooden crate. Bell lubricant shall be supplied by the manufacturer in vacuum sealed cans properly identified by label. Sufficient lubricant shall be supplied to effectively lubricate each joint.
5. Materials Tests on Pipe, Fittings and Valves - The manufacturer shall inspect all pipe and fittings and shall provide certified copies of complete test and inspection reports to the Utility Engineer, in accordance with the Standard Specifications, covering: description, hydrostatic tests, physical properties, chemical analysis and coating analysis.
6. An anchoring tee, Clow F-1221 (push-on joints on the run) or equal, with a roto-ring retainer gland shall be provided on the water main at all hydrant lead connections where is proposed to have the auxiliary hydrant valve connected directly to the main tee.
7. All water main, including all fittings and valve and curb boxes, shall be double wrapped with polyethylene. The polyethylene shall comply with the requirements of Chapter 8.21.0 of the Standard Specifications.
8. All water main pipe shall be 150 psi rated water working pressure. All fittings shall be 250 psi rated water working pressure. All gate valves shall be 200 psi rated water working pressure.

B. SPECIFICATIONS FOR PVC WATER MAIN

1. All polyvinyl chloride (PVC) water pipe shall conform to the requirements of Chapter 8.20.0 of the Standard Specifications. Polyvinyl chloride pipe may be used only on water mains of 12-inch or smaller in size unless otherwise specified on the construction plans or herein the Detailed Specifications.
2. All pipe 8-inch and larger (if specifically allowed), shall be Class 150 with a Standard Dimension Ratio of 18; all pipe 6-inch and smaller shall be Class 200 with a Standard Dimension Ratio of 14.
3. All (PVC) fittings shall conform to the requirements provided for under the Specifications for Poly Vinyl Chloride (PVC) Water Main Pipe of these Detailed Specifications.
4. All polyvinyl chloride (PVC) water pipe supplied shall be manufactured by one of the following companies:
 - a. Cantex Industries, (Division of Harsco Corp.)
 - b. H & W Industries, Inc.
 - c. J.M. Corporation.
 - d. CAPCO.
 - e. North Star.
 - f. Sceptor.
 - g. Or Approved Equal.

C. SPECIFICATIONS FOR POLYETHYLENE (PE) WATER SERVICE LATERALS

1. Polyethylene (PE) Water Service lines shall be 1-1/4-inch nominal diameter pipe or tubing in accordance with AWWA C901, with a minimum rated pressure of 200 psig.
2. Provide and install tracer wire to each water service lateral.
3. Water service lines may be joined to themselves or to other types of pipe or fittings as follows:
 - a. IPS pipe produced in accordance with AWWA C901:
 1. Heat Fusion.
 2. Electrofusion.
 3. O.D. Mechanical Compression fittings.
 4. O.D. Stab Fittings (Internal stiffeners are recommended on 1/2" – 2" stab and mechanical fittings)
4. Installation of Water Service Laterals shall be in accordance with of Chapter 5.5.0 – Laying of Water Services, of the Standard Specifications.

D. SPECIFICATIONS FOR WATER SERVICE LATERAL CONNECTIONS FROM MAIN

1. The following product shall be used for the Corporation stop:
 - a. Corporation Stops: Mueller H-15000 or approved equal.
2. Saddle for connection of new water service lateral to new water main line shall be in accordance with the following:
 - a. Full-bodied stainless steel as manufactured by:
 - 1) Smith-Blair.
 - 2) Rockwell.
 - 3) Romac.
 - 4) Or Approved Equal.
3. Curb stops shall be Ford Meter Box B44-555M, or approved equal.
4. Curb boxes for water lateral services shall be Ford Meter Box EM2, or approved equal. Curb boxes shall be set to grade with adjustment at mid-range.

E. SPECIFICATIONS FOR GATE VALVES

1. All gate valves (3-inch through 12-inch diameter valves are to be gate valves) are to be the resilient wedge-type valve.
2. All resilient wedge-gate valves furnished shall be one of the following:
 - a. Clow - R.W.
 - b. Kennedy - R.W.
 - c. M & H - R.S.C.V.
 - d. Mueller - R.W.
 - e. Waterous – 500.
 - f. Or Approved Equal.
3. All valves shall open counterclockwise.

F. SPECIFICATIONS FOR VALVE BOX ADAPTORS

1. All valve boxes, both gate and butterfly, shall be set upon the valve with the use of an adaptor, as manufactured by Adaptor, Incorporated, or an approved equal.
2. The adaptor shall be installed in lieu of concrete blocking and shall be incidental to the valve and box installation.

G. SPECIFICATIONS FOR MECHANICAL JOINTS

1. Wherever mechanical joints are to be installed, as specified, the bolts and nuts shall be Core-Blue, Durabolt or an approved equal and all fittings shall be triple polyethylene wrapped in accordance with the Standard Specifications.

H. SPECIFICATIONS FOR HYDRANT ASSEMBLY

1. Hydrant and hydrant leads shall be installed in accordance with Section 4.8.5 of the Standard Specifications and WD-13 – Type “A” Hydrant Setting Detail included at the end of this Project Manual.
2. The pipe materials shall be 6-inch polyvinyl chloride, Class 200 PVC piping in accordance with these Detailed Specifications. All hydrant, hydrant extension and hydrant valve materials shall be provided and installed by the Contractor.
3. All hydrants shall be furnished with a 5-1/4 inch main valve, a 1-3/4 inch pentagon-shaped operating nut with two each of 2-1/2 inch and one each of a 4-1/2 inch National Standard Thread nozzles. All hydrants furnished and installed shall be one of the following:
 - a. Clow Model 2500.
 - b. Kennedy Guardian K81A.
 - c. Mueller Centurian.
 - d. Or Approved Equal.
4. Hydrant Valves shall be a resilient wedge-gate valve meeting the requirements outlined above in Paragraph D – Specifications for Gate Valves.

I. SPECIFICATIONS FOR COMPACT FITTINGS

1. Compact fittings in accordance with the Standard Specifications and AWWA/ANSI C-110/A21.10 are permitted.

J. SPECIFICATIONS FOR BEDDING MATERIALS AND BACKFILL MATERIALS

1. All bedding and backfill materials used shall conform to Chapter 8.43.0 of the Standard Specifications. Backfill shall consist of mechanically compacted 3/4-inch graded crushed limestone, Traffic Bond (T.B.) (Comparable to WisDOT 3/4-inch Dense-Graded Aggregate). The gravel shall comply with the requirements of Section 8.43.7 and Table 39 of Standard Specifications. Mechanical compaction shall comply with the requirements of Section 2.6.14(b)(1), both of the Standard Specifications.
2. All water main shall have torpedo sand bedding and cover to 6-inches above the pipe. The sand shall comply with the requirements of Section 8.43.2(c), Table 35 of the Standard Specifications.

K. SPECIFICATION FOR CELLULAR CONCRETE FILL

1. Cellular Concrete Fill:
 - a. Blend of preformed foam with cement-sand grout slurry to produce

a concrete having fresh weight per cubic foot of not less than 75 pounds.

2. Cement-sand slurry shall be proportioned to contain 8 bags of Type 1A Portland cement per cubic yard.
3. Foam shall be similar or equal to Elastizell manufactured by Elastizell Corporation of America, Ann Arbor, MI.

L. SPECIFICATIONS FOR TRACER WIRE

1. All water main shall include a 10 gauge solid, blue coated copper tracer wire to be taped to each pipe.
2. Tape shall be securely fastened to main, hydrant leads and hydrants.
3. Additionally, the tracer wire shall be looped from the main through a 4 foot piece of 2-inch PVC pipe at the hydrants.
4. Splices shall be soldered and water proofed using shrink wrap or underground splice kit.
5. Test station shall be an adjustable height tracer wire access box manufactured by VALVCO, Inc. Test stations shall be plain-capped valve box top section with hardwood blocking installed as noted on the plans.
6. Tracer wire ends at existing main shall be bonded to a 8' copper ground rod driven next to the pipe.

M. SPECIFICATIONS FOR PIPE INSULATION

1. Extruded polystyrene board to ASTM C578, Type V, rigid, closed cell type, with integral high density skin.
2. Thermal Resistance: Typical 5-year aged value of R-5 per 1 inch of thickness in accordance with ASTM C518.
3. Board Size: 96 x 48 x 2-inch thick. Square edges.
4. Compressive Strength: Minimum 100 psi per ASTM D1621.
5. Water Absorption: 0.7 percent by volume maximum per ASTM D2842.
6. Insulation shall be Dow Chemical Company STYROFOAM™ Highload 100 or an approved equal.

VIII. MATERIALS - PAVEMENTS

A. CRUSHED STONE FOR ASPHALT PAVEMENT AND CONCRETE PAVEMENT BASE RESTORATION

1. Crushed stone for restoration of the base for asphalt pavement and concrete pavement shall comply with the requirements of 1-1/2" Graded Crushed Stone of Table 39 of Chapter 8.43.7 of the Standard Specifications.

2. The granular trench backfill materials may be accepted in lieu of the above if kept clean and otherwise found unobjectionable as determined by the Engineer in the field.
3. This Work is considered incidental to the new watermain construction.

B. ASPHALT PAVEMENT RESTORATION

1. The materials provided under this paragraph shall conform to the current State of Wisconsin Department of Transportation Standard Specification Sections 450, 455, 460 and 465.
2. Provide Asphaltic Concrete Binder Course Mixtures as specified below:
 - a. Asphaltic Concrete Binder Course: WISDOT Section 460, Mix E-3, in accordance with Table 460-1, Aggregate Gradation Master Range, 19.0 mm, and Table 460-2, Mixture Requirements, PG 64-22.
3. Provide Asphaltic Concrete Surface Course Mixtures as specified below:
 - a. Asphaltic Concrete Surface Course: WISDOT Section 460, Type E-3, in accordance with Table 460-1, Aggregate Gradation Master Range, 9.5 mm, and Table 460-2, Mixture Requirements, PG 64-22.
4. Asphalt delivered to the site shall arrive at a temperature of 275 degrees plus or minus 25 degrees. Any trucks not meeting this requirement shall be rejected.
5. Compounds for asphaltic pavement shall be provided in conformance with the following section of the State Specifications.

Asphaltic Materials/Tack CoatSection 455
 Plant Mixed Asphaltic Binder and Surface PavementsSection 460
 Asphaltic Surface Pavements.....Section 465

6. Asphalt Concrete Pavement Thickness Schedule:
 - a. Road Asphalt Pavement – Provide 4-1/2 inch minimum thickness or match existing concrete pavement thickness. Provide 2-1/2-inch binder course and a 2-inch surface course. Provide tack coat to a clean binder course surface.
 - b. Residential Driveway Asphalt Pavement – Provide 3-inch minimum thickness or match existing concrete driveway pavement thickness. Provide 1-1/2-inch binder course and a 1-1/2-inch surface course, whichever is greater. Provide tack coat to a clean binder course surface.
7. Minimum width of existing asphalt pavement replacement and restoration shall be four (4) feet.

8. This Work is considered incidental to the new watermain construction.

C. CONCRETE FOR CONCRETE PAVEMENT RESTORATION

1. The materials provided under this contract shall conform to the Standard Specifications Governing Concrete Pavement Construction, City of Oak Creek, Department of Engineering, March 2004, in all respects except as follows:
 - a. Air Entrainment - Air entrainment shall be between 5 percent and 7 percent by volume when concrete is made with 6 sacks of cement per cubic yard of concrete, has a slump of 2-inches to 3-inches, and is mixed as specified.
 - b. Air Entraining Cements and Admixtures - Type IA, IIIA, or I S A cements shall be used to provide air entrainment in the concrete. When authorized by the Utility Engineer, an approved air entraining agent may be added to mix to provide the specified air content.
 - c. Concrete Strength Requirements and Tests - The specified compressive strength of concrete shall be not less than 3,500 pounds per square inch when tested 28 days after placing. Continuous concrete quality and strength tests, in accordance with accepted methods, shall be performed by the City. Test cylinders shall be provided and all job tests performed by the City at no cost to the Contractor; however, the Contractor shall fully cooperate to provide the necessary concrete required for the tests.
 - d. Where high-early-strength concrete is specified, the compressive strength of the concrete shall be not less than 2,500 pounds per square inch when tested 3 days after placing.
 - e. Cylinders for strength tests shall be made in accordance with ASTM Method C31. Three cylinders shall be made for each test, and one test shall be made for each 100 cubic yards of concrete or fraction thereof placed on any day, and at least two tests shall be made for each portion of pavement constructed on a particular day.
 - f. Cylinder strength shall be determined in accordance with ASTM Method C39. One cylinder of each set shall be tested at seven days, and the other two cylinders of each shall be tested at 28 days.
 - g. Concrete Pavement Thickness Schedule:
 1. Road Pavement – Provide 7-inch minimum thickness or match existing concrete pavement thickness. Only full single lane panel pavement replacement permitted.

2. Residential Driveway Pavement – Provide 5-inch minimum thickness or match existing concrete driveway pavement thickness.
3. Residential Driveway Approaches – Provide 6-inch minimum thickness.
4. Sidewalks – Provide 5-inch minimum thickness.

2. This Work is considered incidental to the new watermain construction.

IX. CONSTRUCTION DETAILS

A. COMPLYING WITH SPECIFICATIONS

1. The Contractor shall comply with the specifications and ably perform all operations to the extent that the first-class work will be obtained. A representative of the Oak Creek Water & Sewer Utility will inspect the work as it progresses to determine full compliance with the specifications. The Inspector shall notify the Utility Engineer of any noncompliance and have authority to stop any work not being performed in accordance with the specifications, in order that an Engineer may investigate such noncompliance.
2. Any work performed after the work has been ordered stopped by the Inspector shall not be considered as work performed under the contract, and consequently will not be accepted by the Utility nor allowed in any monthly or final payment until corrected to the satisfaction of the Utility Engineer.
3. The "Standard Specifications for Sewer and Water Construction in Wisconsin", (herein referred to as The Standard Specifications), shall apply for all sewer and water main construction unless otherwise noted in these Detail Specifications or on the construction drawings. The Highway and Structure Construction - Standard Specifications Department of Transportation, Division of Highways, State of Wisconsin and Supplemental Specifications (herein referred to as the State Specifications), shall apply for pavement restoration. The MUTCD and State Specifications shall apply to all traffic control.

B. LOCATION - STAKING

1. The line for each facility will be located as shown on the plan and will be staked out once by the Oak Creek Water and Sewer Utility. If necessary to pass an existing obstruction, the Utility Engineer may shift the line to avoid such obstruction.

2. The Contractor must protect all stakes and benchmarks from disturbances until permission is given to remove them. Width of not less than 2-foot on each side of the line on which stakes are located shall be kept free from obstruction. Additional staking required due to damage or removal shall be at the Contractor's expense.

C. WATER MAIN DETAIL DRAWINGS

1. The Detail Drawings included at the rear of the Detailed Specifications, cover corrections, deletions or additions to the Standard Specifications and take precedence over such Standard Specifications and supplement these Detail Specifications.

D. PRIOR IDENTIFICATION OF EXISTINGS TREES AND SHRUBS

1. Contractor shall provide orange-colored ribbon identifying trees that will need to be removed by the Contractor for the installation of new construction.
2. Contractor shall contact the City of Oak Creek Urban Forester: Ms. Rebecca Lane at (414) 768-5861, for prior approval for removing and disposal of existing trees as designated by Contractor.

E. REMOVAL OF CITY APPROVED TREES AND SHRUBS

1. Remove City-approved trees and shrubs, including complete root system.
2. Provide fill, similar to existing soils where trees and shrubs were removed. Fill and compact excavation holes.

F. MATERIAL ENCOUNTERED

1. No variation from the price named in the proposal will be made or allowed whether the material through which excavations must be made are hard or soft, and wet or dry.
2. It is the Contractor's responsibility to determine for themselves the character, nature, type and condition of materials likely to be encountered in the proposed work.
3. The submission of a proposal for the work herein shall in itself be accepted as evidence that the Contractor has examined the site of all work, made borings, investigations and studies of all conditions and provided for all such conditions in their proposal.
4. Any and all necessary dewatering shall be in accordance with Chapter 2.2.13 of the Standard Specifications.

5. Contractor will be required to obtain a high capacity dewatering permit prior to start of construction for dewatering rate of 70 gallons per minute (gpm) or higher.
6. Contractor is responsible to reconnect existing field tiles that may be encountered during excavation. Existing tiles must be repaired and connected to a storm sewer or have positive outfall provided.
7. This Work is considered incidental to the new watermain construction.

G. POTHOLING PROCEDURES

1. Provide potholing to expose underground utilities to ascertain the horizontal and vertical location of the underground utilities.
2. Record the horizontal and vertical position of the exposed underground utility on the project "Record Drawings". Tie to a project survey benchmark provided by the Utility.
3. Also record the position by survey coordinates or by measuring the distance, with a tape measure, to permanent features in three horizontal directions. In addition, the vertical distance below grade should be obtained.
4. Underground utilities exposed during potholing shall be protected until restoration work commences. Contractor shall provide temporary support of utilities that are in a potential risk of damage due to potholing
5. After the underground utility has been located, the pothole should be restored within 24 hours or as otherwise directed.
6. The underground utility shall also be protected from heavy and sharp items falling into the excavation which could damage the underground utility.
7. Appropriate sediment controls should be utilized during all potholing activities to prevent storm water pollution. The pothole should be clean and dry prior to backfilling.
8. Backfilling of the excavation and the restoration of pavement or surfacing shall be in accordance with this Project Manual.
9. Drilling mud or remaining spoil should be cleaned up and the area restored to original condition or better. The Contractor is responsible for disposing of any drilling mud or remaining spoil in an environmentally suitable manner.

10. This Work is considered incidental to the new watermain construction.

H. OPEN-CUT TRENCH WATER MAIN PIPE INSTALLATION

1. Comply with Chapter 4.2.0 of the Standard Specifications.
2. Contractor shall bear sole responsibility for correct transfer of all construction lines and grades from primary line and grade points and for correct alignment and grade of finished structure, based upon primary line and grade established by Owner.
3. Except for those lot corners and survey monuments that fall within trench excavation, Contractor shall be solely responsible for protection and/or replacement of all survey corners that exist throughout work area.
4. A Registered Land Surveyor shall replace damaged corners at Contractor's expense.
5. This Work is considered incidental to the new watermain construction.

I. OPEN-CUT TRENCH SERVICE LATERAL PIPE INSTALLATION

1. Comply with Chapter 4.2.0 of the Standard Specifications.
2. Contractor shall bear sole responsibility for correct transfer of all construction lines and grades from primary line and grade points and for correct alignment and grade of finished structure, based upon primary line and grade established by Owner.
3. Except for those lot corners and survey monuments that fall within trench excavation, Contractor shall be solely responsible for protection and/or replacement of all survey corners that exist throughout work area.
4. A Registered Land Surveyor shall replace damaged corners at Contractor's expense.
5. A separate Unit Bid Price amount is required for this Work.

J. DIRECTIONAL DRILL WATER LATERAL PIPE INSTALLATION

1. Comply with Chapter 6.4.0 – Horizontal Directional Drilling of the Standard Specifications.
2. Excavate approach trenches and pits in accordance with Shop Drawings as site conditions require. Minimize number of access pits.
3. Provide sump areas to contain drilling fluids.

4. Install excavation supports as required.
5. Restore areas after completion of drilling and carrier pipe installation.
6. Drilling:
 - a. Drill pilot bore with vertical and horizontal alignment as indicated on approved Shop Drawings.
 - b. Guide drill remotely from ground surface to maintain alignment by monitoring signals transmitted from drill bit.
 - c. Monitor depth, pitch, and position.
 - d. Adjust drill head orientation to maintain correct alignment.
 - e. Inject drilling fluid into bore to stabilize hole, remove cuttings, and lubricate drill bit and pipe.
 - f. Continuously monitor drilling fluid pumping rate, pressure, viscosity, and density while drilling pilot bore, back reaming, and installing pipe to ensure adequate removal of soil cuttings and stabilization of bore.
 - g. Provide relief holes when required to relieve excess pressure.
 - h. Minimize heaving during pullback.
 - i. Calibrate and verify electronic monitor accuracy during first 50 feet of bore in presence of Utility's Inspector before proceeding with other drilling.
 - j. Excavate minimum of four test pits spaced along first 50 feet bore to verify required accuracy.
 - k. When required accuracy is not met, adjust equipment or provide new equipment capable of meeting required accuracy.
 - l. After completing pilot bore, remove drill bit.
7. Drilling Obstructions:
 - a. When obstructions are encountered during drilling, notify Utility's Inspector immediately. Do not proceed around obstruction without Utility's Inspector's approval.
 - b. For conditions requiring more than 3 feet deviation in horizontal alignment, submit new Shop Drawings to the Utility's Inspector and Engineer for approval before resuming work.
8. A separate Unit Bid Price amount is required for this Work.

K. SAW-CUTTING, REMOVAL AND DISPOSAL OF EXISTING PAVEMENTS

1. Saw cut existing concrete pavement, slabs, or bases to full depth of existing pavement prior to removing concrete to eliminate the possibility of damaging adjacent concrete pavement scheduled to remain.
2. Saw cut existing asphalt surface course and asphalt binder course to full depth of existing asphalt pavement prior to removing asphalt to eliminate the possibility of damaging remaining existing asphalt scheduled to remain before removal.

3. Cut pavements straight with evenly along edges of excavation prior to their removal in such a way as to avoid excessive removal or ragged, uneven edges.
4. Minimum width for replacing removed pavement shall be 48-inches (4-Feet).
5. A drop weight or other type of machinery for breaking pavement, when approved by Utility's Inspector, may be used when such usage does not become a nuisance or a source of damage to underground or adjacent structures.
6. Prior to employing a drop weight, Contractor shall verify that there are no nearby underground structures that would be injured by its use.
7. Contractor shall be solely responsible for any damage caused thereby.
8. Utility's Inspector reserves right to order discontinuance of use of such drop weight at any time.
9. This Work is considered incidental to the new watermain construction.

L. REMOVAL AND REPLACEMENT OF CORRUGATED METAL PIPE CULVERTS FOR DITCHLINES UNDER DRIVEWAYS AND APPROACHES

1. Remove existing corrugated metal culvert pipe and replace with a specified corrugated metal culvert pipe after existing pavements have been removed.
2. Prepare 3-inch (Traffic Bond) aggregate base within culvert trench for placement of new corrugated metal pipe culvert.
3. Remove existing soils to a depth to accommodate aggregate base fill. Compact aggregate to 90% percent modified proctor prior to placing new CMP culvert.
4. This Work is considered incidental to the new watermain construction.

M. HOMEOWNER REMOVAL OF DECORATIVE ENDWALL CONSTRUCTION

1. Homeowners have the option to remove any culvert endwall construction that they previously installed prior to new construction work.
2. If homeowner declines removal of existing culvert endwall construction, Contractor shall remove and neatly stack such material at a location away from new construction for homeowner.
3. This work considered incidental to the new Water Main construction.

N. EROSION CONTROL AND GROUND COVER

1. Pursuant to City of Oak Creek Code, construction activities are required to comply with erosion control and ground cover requirements. For public works construction, specifically, the following construction activity requirements are applicable.
 - a. Those involving grading, removal of protective ground cover or

- vegetation, excavation, landfilling or other land disturbing activity affecting a surface area of 4,000 square feet or more;
 - b. Those involving excavation or filling or a combination of excavation and filling affecting 400 cubic yards or more of dirt, sand or other excavation or fill material;
 - c. Those involving street, highway, road, or bridge construction, enlargement, relocation or reconstruction;
 - d. Those involving the laying, repairing, replacing or enlarging of an underground pipe facility for a distance of 300' or more.
- 2. To address the requirements, the Contractor shall provide for the implementation of the control measures as may be specified on the construction plans and in these Detail Specifications.
 - 3. A separate Unit Bid Price amount is required for this Work.

O. DISTRIBUTION OF EXCESS EXCAVATED MATERIAL

- 1. The disposal of all surplus excavated materials shall be the responsibility of the Contractor, shall be at the Contractor's expense and if disposed of within the limits of the City of Oak Creek, shall comply with the following regulations. The Contractor prior to the start of construction shall indicate the location at which the surplus excavated material will be disposed of.
- 2. The placement of fill on private lands located in the City of Oak Creek is under City regulation, in accordance with the Municipal Code. The disposal of surplus excavated materials, including that derived from public works construction, is subject to compliance with this code. Basically, the Code provides for only the following forms of landfilling:
 - a. When the fill comprises of less than 1,000 cubic yards and is to be placed on a parcel of land of one acre or less in size. An application shall be made to the City Engineer for a permit, on a one-time-only basis. A \$300.00 fee, plus an applicable erosion control permit and fee, is required.
 - b. Shoreline erosion control, whereby a license must be applied for and granted prior to landfilling activity being undertaken.
 - c. On a site, where fill may be needed in conjunction with building construction and where a building permit is in effect.
 - d. On City-owned property, subject to plans approved by the Common Council.
 - e. On a site where a landfill license is in effect.
- 3. This work considered incidental to the new Water Main construction.

P. DUCTILE IRON WATER PIPE AND FITTINGS

1. The laying of ductile iron water main shall comply with Part IV of the Standard Specifications, and the following requirements:
 - a. The pipe, with two layers of polyethylene wrap shall be laid with a torpedo sand bedding and cover in accordance with Section 4.3.3 and File No. 36 of the Standard Specifications.
 - b. Backfill for all pipe sizes shall be as specified above the 6-inch cover line.
2. Fittings shall be fabricated from ductile iron, conform to AWWA C110 or AWWA C153, and have push joints.
3. Encase pipe in polyethylene conforming to requirements of ASTM D1248.
4. This Work shall be included in the unit bid price for new watermain construction.

Q. POLYVINYL CHLORIDE WATER PIPE AND FITTINGS

1. The laying of PVC pipe shall be laid with a torpedo sand bedding and cover and comply with Part IV of the Standard Specifications and the following requirements:
 - a. Acceptable Procedure on Anchoring of Vertical Water Main Offsets where Polyvinyl Chloride Pipe is used shall comply with Chapter 4.9.0 and 4.10.0 and File No. 47A of the Standard Specifications.
2. Elimination of Vertical Offsets by the Use of Deflected Pipe - In lieu of the procedures outlined under subsection 10 above, the Contractor may elect to deflect the polyvinyl chloride pipe to provide the vertical location or alignment concept indicated on the construction plans. The use of this alternate must be approved by the Utility Engineer prior to installation, in particular as to clearance with other utilities, both existing and anticipated and as to compliance with maximum pipe deflection.

<u>Pipe Diameter</u>	<u>Maximum Deflection per 20' Length</u>
6"	8"
8"	6"
12"	4"

3. Fittings shall be fabricated from polyvinyl chloride and shall conform to AWWA C900; nominal diameter 4-inch to 12-inch.
4. This Work shall be included in the unit bid price for new watermain construction.

R. WATER MAIN - HYDROSTATIC TESTING

1. The Contractor shall provide for the testing of all new mains under the supervision of the Utility in accordance with Chapter 4.15.0 of the Standard Specifications and the following requirements:
 - a. Separate leakage tests on the entire length of new main and on valved sections thereof, may be required as determined by the Utility. The Utility's requirements on all new mains are a 150 psi pressure test for a duration of one hour and a 100 psi leakage test for a duration of two hours.
 - b. Where a new main will be connected to an existing main, it may be necessary for the Contractor to install a temporary plug in the new main for testing purposes. After the specified pressure and leakage tests have been completed on the new main, actual connection to the existing main shall be made. The section of new connecting main between the removed test plug and the existing main, shall be subject to line pressure prior to backfilling. Any visible defects observed in the connecting main shall immediately be repaired by the Contractor at his expense, prior to backfilling.
2. Costs of all testing including the installation and removal of temporary test plugs, shall be at the Contractor's expense.
3. This Work shall be included in the unit bid price for new watermain construction.

S. WATER MAIN - PIPE DISINFECTING and FLUSHING

1. Disinfection shall be in accordance with Section 4.3.12, (Page 4-5) of the Standard Specifications. Disinfection shall be in accordance with AWWA 651 for disinfecting water mains.
2. Chlorinated water shall remain in the pipe for a minimum of 24 hours. If the water temperature is less than 41 degrees F (5 degrees C), it shall remain in the pipe for a minimum of 48 hours.
3. A minimum 25 ppm chlorine residual should be found at each sampling point after the 24-hour or 48-hour period. If the residual is less than 25 ppm, the system shall be re-disinfected using 50 ppm available chlorine in accordance with AWWA standards.
4. After disinfection, the water main shall be dechlorinated while it is being flushed.
5. After completing final flushing of the main, 2 separate water samples, a minimum of 24 hours apart, will be required for safe water sampling. After the Contractor sets up the tests, the Utility will collect samples for testing.

T. WATER SERVICE CONNECTIONS

1. All water service connections, including the tapping work, shall be performed by the Contractor.
2. This Work shall be included in the unit bid price for new watermain construction.
3. Reference the Detailed Specifications for saddle and corporation stop product requirements.

U. NEW WATER MAIN INSTALLATION CONSTRUCTION SCHEDULE

1. **The Bidder shall submit a schedule at the Pre-construction Conference indicating sequential work plan for the installation of the new water main.** The Utility must approve the installation sequence.

V. EXISTING WATER MAIN ABANDONMENT SCHEDULE

1. **The Bidder shall submit a sequence of existing water main abandonment at the pre-construction conference.** The Utility must approve the abandonment sequence.

W. NOTICE TO UTILITY

1. Contractor shall give a 48 hour written notice to the Utility before requesting a shut down of any existing water mains in order to make the connections.

X. RESTORATION IN THE WORK AREA

A. GENERAL

1. Each segment of Contractor installed and tested water main will require inspection acceptance by the Oak Creek Water & Sewer Utility before the Contractor begins surface restoration work.
2. Within one week after installation, testing and Utility inspection approval, the Contractor shall begin restoring the areas damaged from water main installation, water service lateral installation, potholing, directional drilling, salvaging of hydrants, and abandonment activities of the existing water main.
3. Restoration construction shall include replacement of surface areas damaged during the installation of the new water main, water service laterals and potholing.
4. Provide a 4-inch x 4-inch treated lumber marker extending to the end of the newly installed water service lateral at the property right-of-way line, for homeowner's plumber lateral location device. Paint lateral marker with reflective blue paint. Extend lateral marker above finished grade 16 inches to simplify locating connection point at property right-of-way.
5. Restoration of damaged surfaces shall also include the areas affected by the abandonment of the existing water main valve boxes and the salvaging and

- delivery of existing hydrants to the Utility yard.
6. Restoration work shall include installation of new road pavement in full width lane panels, driveway pavement and lawn surfaces. This work shall be considered as incidental to the installation of the new water main and shall be included within the unit price for water main construction and water service lateral installation.
 7. Contractor shall remove, replace and restore all driveway pavement from the property right-of way line to the finished road pavement.
 8. The Contractor shall remove all debris, surplus materials, and return the surface of the street or right-of-way and all other places disturbed or affected by the work to a condition at least comparable to that existing before starting the work, and shall maintain it in such condition until its final completion and acceptance.
 9. The restoration work shall include seeding or sodding grass areas and graveling or pavement repair of streets and driveways. Final payment for any installation will not be made until this restoration has been completed and accepted. This restoration work shall be considered incidental work for the installation of water main.
 10. Acceptance or approval of any excavation work by the City Engineer shall not prevent the City from asserting a claim against the Contractor and his surety under the surety bond required hereunder for incomplete or defective work if discovered within 12 months from the acceptance of the completed work. The City Engineer's presence during the performance of any excavation work shall not relieve the Contractor of their responsibilities hereunder.
 11. Costs of identified restoration shall be included in the bid price for the water main installation. It shall be the duty of the Contractor to guarantee and maintain the site of the excavation for one year after restoring it to its original condition.
 12. Contractor shall ensure all ditch lines demonstrate adequate flow before final acceptance.
 13. Included in the restoration shall be any damage to ditch lines, storm drainage structures and other drainage ways due to discharge of trench waters. The Contractor is required to implement erosion control techniques including installing ditch checks and culvert protection as indicated on Contractor's Erosion Control Plan.
 14. Contractor shall remove any siltation build-up in adjacent storm sewer structures immediately, that either occurs from dewatering operations or rain events. Contractor shall monitor all storm sewer structures within the construction area daily to verify that structures are clean and functioning as intended.

B. ARTERIAL AND COLLECTOR STREET RESTORATION

1. The Contractor shall provide at least a temporary bituminous resurfacing of all arterial or collector street pavement within two (2) weeks of completion and backfill of sewer and/or water main that required the removal of all or part of such arterial or collector street pavement.

2. The replacement of the pavement referred to above shall not be delayed due to any service lateral construction on the segment of sewer and/or water main in the arterial or collector street pavement area that the Contractor may have remaining after the two-week period elapses.

C. RESTORATION OF PAVED ROADWAY SURFACES

1. Temporary Bituminous Pavement:
 - a. The Contractor shall restore the surface of all streets, broken into or damaged as a result of the excavation work, to its original condition in accordance with the specifications.
 - b. The Contractor may be required to place a temporary surface over openings made in paved traffic lanes.
 - c. Except when the pavement is to be replaced before the opening of the cut to traffic, the fill above the bottom of the paving slab shall be made with suitable material well tamped into place and this fill shall be topped with a minimum of at least 4-inches of bituminous mixture which is suitable to maintain the opening in good condition until permanent restoration can be made.
 - d. The crown of the temporary restorations shall not exceed one inch above the adjoining pavement.
 - e. The Contractor shall exercise special care in making such restorations and must maintain such restorations in safe travelling condition until such time as permanent restorations are made. In the event it becomes necessary for City forces to provide emergency maintenance of the Contractor's trenches, the cost of such work shall be billed to the Contractor.
 - f. The asphalt which is used shall be in accordance with the specifications.
 - g. If in the judgment of the City Engineer, it is not expedient to replace the pavement over any cut or excavation made in the street upon completion of the work under contract by reason of the looseness of the earth or weather conditions he may direct the Contractor to lay a temporary pavement of suitable material designated by them over such cut or excavation and maintain it until such time as the repair of the original pavement may be properly made.
2. Permanent Pavement:
 - a. General:
 1. Permanent restoration of the street shall be made by the Contractor in strict accordance with the specifications to restore the street to its original and proper condition, or as near as may be.
 2. The trench consolidation and the pavement subgrade preparation shall be completed prior to the replacement of the

permanent pavement in accordance with Chapter 2.7.3(a) and 2.7.3(b) (Page 61) of the Standard Specifications.

b. Concrete Pavement:

1. All portland cement concrete replacement shall be made with monolithic pour of Class "A" air-entrained concrete, 9-bag mix to a thickness of at least equal to the original pavement but in no event less than 9-inch in thickness.
2. Jointing compatible with the jointing in abutting undisturbed concrete pavement shall be provided.
3. Concrete and tie bars shall be placed in accordance with the State Specifications and/or permit, and the cost of which shall be included in the water main bid item.

c. Asphalt Pavement:

1. All asphalt pavement restoration shall consist of the following:
 - a) A 12-inch traffic bond base course installed in accordance with Section 304 (Pages 115-124) of the State Specifications, utilizing materials as specified in these Detailed Specifications.
2. A 4-1/2 inch bituminous pavement consisting of a 2-1/2 inches of binder course and a 2-inch wearing course placed on a clean tack coated binder course installed in accordance with Sections 460 and 465 of the State Specifications.
3. Driveways shall be a minimum of 3-inches of asphalt on 6-inches of traffic bond limestone aggregate or match existing thicknesses.

d. Asphalt Over Concrete Pavement:

1. The contractor shall provide Class "A" air entrained concrete base 9-inches thick. The base will extend vertically to within 1.5-inches of the surface of the asphalt.

e. Milling Existing Asphalt Pavement (2-inch Depth):

1. Preparation:
 - a) Mechanically sweep pavement surfaces immediately prior to commencement of Work. Clean pavement surfaces of loose foreign matter. Verify surfaces are dry.
 - b) Protect existing improvements, overhanging trees, and plant life from heat damage by individual

- shielding and water spray.
- c) Install protective material to prevent millings from entering sewer structures. Remove protective material after new 2-inch overlay is completed.

2. Removal:

- a) Do not disfigure adjacent Work.
- b) Execute removal to 2-inches of existing asphaltic concrete pavement across full width of surface.
- c) Mill pavement until 97 percent or more will pass 2-inch sieve.
- d) Remove and properly dispose of excess material.

D. ABANDONMENT OF EXISTING WATER MAIN

- 1. Contractor shall provide permanent plugs at each end of abandoned water main piping.

E. REMOVAL OF EXISTING CURB BOXES (3 FEET) BELOW GRADE

- 1. Excavate and expose existing curb boxes for removal.
- 2. Remove existing curb boxes to a depth of three (3) feet below grade.
- 3. Crimp and seal end of existing water service lateral.
- 4. Abandoned in place, remaining water lateral service piping.
- 5. This Work is considered incidental to the new watermain construction.

F. ABANDONMENT OF EXISTING WATER MAIN AND VALVE BOXES

- 1. Provide permanent plugs at the ends of existing water main scheduled for abandonment.
- 2. Remove top section of existing water main valve box top section completely and dispose of.
- 3. Fill remaining portions of existing water main valve box with specified cellular concrete fill.

G. RESTORATION OF GRAVELED SURFACES

- 1. The Contractor shall be required to restore all graveled surfaces to a drivable condition, which were removed for the underground installation with traffic bond aggregate materials. Materials and installation shall conform to Section 305 - Dense Graded Base of the State Specifications.

H. RESTORATION OF LAWNS

1. The contractor shall repair, reseed, resod and/or replanted all established lawns damaged during the course of construction to a condition equal to or better than the condition at the commencement of their work. Contractor shall place four (4) inches of topsoil prior to seeding or sodding, compact topsoil to 80 percent modified density. Provide lawn in accordance with Type "C", Lawn Replacement of Chapter 2.7.4 of the Standard Specifications, as indicated on the construction plans or as directed by the Engineer. Mulching under Type "C" Replacement shall be in accordance with Section 627 of the State Specifications. Provide biodegradable matting over all lawn restoration areas.
2. Replace cover by means of seeding with grass seed at the rate of not less than six (6) pounds for every thousand square feet on leveled topsoil.

I. RESTORATION OF DITCHLINES

1. Contractor shall grade ditch lines to achieve positive storm water flow and restore lawn within ditch lines as specified above.
2. Restoration shall include the removal of all temporary erosion controls measures after lawn has established vigorous growth.

J. UTILITY'S RIGHT TO RESTORE SURFACE

1. If the Contractor shall have failed to restore the surface to its specified condition upon the expiration of the time fixed by such contract or shall otherwise have failed to complete the excavation work covered by the contract, the Utility Engineer, if he deems it advisable, shall have the right to use Utility forces to do all the work necessary to restore the work area.
2. The Contractor shall be liable for the actual cost thereof plus 25 percent for general overhead and administrative expenses. Compensation for the amount of such costs shall become due to the Utility and credit for such amount shall be applied against any funds that may be due to the Contractor.
3. If final payment under the contract has already been made, the Contractor shall be directly billed for the amount due. As a last resort, the Utility will enforce compensation for costs it has incurred through collection from the Contractor's surety.

XI. CLEAN-UP AND FINAL INSPECTION

A. GENERAL

1. The Contractor shall have thorough and systematic clean-up operations follow closely behind the construction work. They shall, at their own expense, remove and properly dispose of all water, dirt, rubbish, or any other foreign substances.

2. Any defects of any nature whatsoever shall be promptly corrected at their own expense. Notice to begin final cleaning and repairs if such is needed will be given by the Engineer and shall be complied with by the Contractor.
3. The Engineer will make an inspection of the work during the progress of final cleaning and repairing and any work so inspected shall be kept clean by the Contractor until the final inspection by the Engineer and the acceptance of the entire work.
4. When the Contractor has finally cleaned and repaired the work, they shall notify the Engineer that they are ready for a final inspection and the Engineer will thereupon inspect the work.
5. If the work is not found satisfactory, the Engineer may require further cleaning and repairing and when these are completed will again inspect the work.
6. In no case will the final payment be made until the Contractor has complied with all the requirements set forth and the Engineer has made their final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the plans and specifications and contract, and that such work is ready for their final inspection and acceptance by the Utility (reference Section 1.5.2 - of the Standard Specifications).

Note: The routing of all punch lists on items that remain needing attention shall be between the Engineer and the Contractor or their authorized project coordinator.

XII. PROTECTION AND RESTORATION OF PROPERTY

A. UNDERGROUND

1. The Contractor shall protect, repair and restore any underground drain lines, conduit, culverts, etc., encountered in the progress of the work and shall be responsible for the protection and replacing of any utilities encountered or damaged during construction, at no cost to the Utility.
2. The Contractor shall also restore any septic system drain lines or field tiles encountered in the progress of the work and shall use watertight joints on the replaced drain lines when directed to do so by the Engineer.
3. The cost of this work shall be included in the unit bid and contract price for water main, and no extra payment will be made therefore.

B. SURVEY CORNERS AND ABOVE SURFACE OBSTRUCTIONS

1. The Contractor while on this job, will be solely responsible for the protection and/or replacement of all survey corners which exist throughout the area.
2. These corners will be located and marked by the Engineering Department of the City of Oak Creek upon request by the Contractor prior to commencing his work.
3. Any such damaged corners shall be replaced by the City and the amount deducted from the contract payment.

4. The Contractor shall protect, repair and replace any mailboxes, fences, signs or other structures damaged or displaced in the progress of the work.

XIII. TIME OF COMPLETION

- A. The starting date for work under this contract shall be at the discretion of the Contractor, subject to the following:
 1. Preconstruction meeting as arranged by the Utility Engineer.
 2. Issuance of the Notice to Proceed by the Utility Engineer.
 3. **Project Milestone Dates:**
 - a. **Howell Estates Water Main Relay Dates of Importance:**
 - 1) **Fitzsimmons Road** water main, water service laterals and final restoration of pavements and lawns shall be completed on or before **Friday July 26, 2013.**
 4. **Howell Estates Water Main Relay**, including surface restoration shall be completed no later than **Friday, September 13, 2013.**
 5. **Other Important Timelines:**
 - a. Howell Subdivision homeowners, who currently are utilizing existing water service laterals provided from either their backyard or their side yard, shall have 18 months to provide private plumbing services to convert to the newly provided front yard water service laterals. The abandonment of the original remaining water main will be done by others at that time.
- B. It shall be understood by the Contractor that the date of starting construction and the date of completion of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract, and it is further understood and agreed that the work shall be commenced as aforementioned.
- C. The Contractor agrees that the work shall be pursued regularly, diligently, and uninterruptedly at such rate of progress as will assure completion of the work on the dates as stated in the proposal.

XIV. EXTENSIONS OF TIME

- A. Extensions of time may be allowed by the Utility for reasonable delays due exclusively to causes beyond the control and without the fault of the Contractor including but not restricted to owner purchased material delivery delays, extra work or supplemental contract work added to the original contract, fires, strikes, unusual floods, accidents and unreasonable delays in receiving ordered materials and

- equipment.
- B. It should be understood by the Contractor that rain events occur and fluctuate from year to year and shall not be considered cause for a time extensions.
 - C. All requests for extensions of time shall be presented in writing to the Utility Engineer within ten calendar days after the occurrence of the claimed delay, accompanied by all necessary supporting data, and, if based on valid grounds will be considered by the Utility and such extensions of time shall be granted as may seem to be fair and reasonable.
 - D. However, no claims will be considered when based on delays caused by conditions existing at the time bids were received and of which the Contractor might be reasonably expected to have knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to the securing of needed materials, labor and equipment.

XV. LIQUIDATED DAMAGES

- A. When the work embraced in the contract is not completed within the time stated in the Detail Specifications for the water main construction, and/or for the entire work, including testing, flushing, and surface restoration, as stated, and within such extra time as may be allowed by extensions, the Contractor shall pay to the Oak Creek Water & Sewer Utility the following sum for each and every calendar day that the time consumed in final completion exceeds the time allowed therefore, plus the engineering and inspection costs incurred during the time used beyond the allowed time:

Original Contract Amount		Daily Charge
From More Than	To and Including	Calendar Day
\$0	\$50,000	\$200.00
\$50,000	\$100,000	\$250.00
\$100,000	\$300,000	\$350.00
\$300,000	\$500,000	\$500.00
\$500,000	\$1,000,000	\$700.00
\$1,000,000	\$1,500,000	\$1,000.00
\$1,500,000	\$2,000,000	\$1,350.00
\$2,000,000	\$2,500,000	\$1,400.00
\$2,500,000	---	\$1,550.00

- B. Completion of the work under this contract on the specified time schedules is necessary and vital to the Utility. Failure to complete the project on or before

specified working days or calendar dates will result in loss of revenues, loss of timely use of the proposed facilities, delays, and possibly inflated costs for related or subsequent improvement installations, detrimental to the economic development of the City and Utility, as well as the additional cost of engineering expenses which will be required to be paid by the Utility.

- C. Said sum in view of the difficulty of accurately ascertaining the loss which the Utility will suffer by reason of delay in completion is hereby fixed and agreed by the parties hereto as the liquidated damages that will be suffered by reason of such delay, and not as a penalty.
- D. The Utility will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered, the Contractor shall be liable to pay the difference upon demand by the Utility.

XVII. PROPOSAL ITEMS

- A. Special note to the bidder and successful Contractor:
 - 1. Contractor will be allowed to work only while there is an Inspector at the site at any or all times and the Contractor must notify the Utility Engineer prior to commencing with any of the work specified for this project (i.e., excavation, shoring, sheathing, bedding, laying pipe, backfilling, clean-up, etc.) An Inspector will be provided to the Contractor by the Utility at no cost to the Contractor, except that inspection time shall be charged to the Contractor in addition to the specified liquidated damages after he has exceeded his time of completion (see Instructions to Bidders). If the Contractor requests to work on Sundays or declared Utility holidays, an Inspector will be provided but the Contractor must pay for the Inspector's wages for such work. A list of official holidays can be obtained from the City of Oak Creek Engineering Department.
- B. The bid price for each bid item shall include providing of all materials, tools, labor, and equipment necessary to provide a completed unit price bid item installation. Installation shall include saw cutting pavement to full depth, execution disposition of surplus material, pipe laying, backfilling, sheeting, shoring, tunneling, auguring, dewatering, furnishing and installing of fittings, connecting to existing water mains disturbed or damaged by the Contractor's operation and clean-up, all as specified. Traffic control, surface restoration and any other incidental items necessary shall be incorporated into the various bid items. The item numbers referred to below correspond to the item number in the proposal. Contractor shall refer to the items below for details of the work included.

Items 1: 8-Inch Diameter, PolyVinyl Chloride (PVC), Water Main Installation (3/4-inch T.B. Backfill)

The unit bid and contract price for these items shall include all equipment, materials, and labor necessary to install 8-inch Water Main complete in place and ready to use. This item

shall include but not be limited to:

- provide clearing and grubbing of approved existing plant life. City Urban Forester is required to approved the removal of trees and shrubs identified by Contractor.
- saw cutting the pavement full depth.
- trench excavation
- installing designated fittings at location indicated on Drawings
- placement and compaction of specified bedding aggregate
- installation of PVC piping
- installation of water main insulation
- install mechanical restraints at required locations
- installation of tracer wire
- installation of all bends and fittings at locations indicated on Drawings
- placement and compaction of specified pipe cover aggregate
- placement and compaction of traffic bond gravel backfill
- disinfection of installed 8-inch piping, which will also include all laterals, fittings, connections.
- pressure testing of installed 8-inch piping, which will also include all laterals, hydrants fittings, connections of main being tested.
- assisting Utility staff with GPS point collection.
- provide temporary support of power and light poles near excavations
- re-installing and repairing sump pump discharge piping damaged or removed during construction
- restoration and grading ditch lines to obtain positive stormwater flow and maintaining points of ditch elevation change
- provide vacuum excavation type potholing and associated restoration at existing utility crossings to verify locations prior to excavating
- restoration of removed pavements, driveways, approaches and sidewalks
- lawn surface restoration including topsoil placement with light compaction (80% Modified Proctor), seeding, biodegradable matting, mulch, fertilizer and maintenance watering until lawn has exhibited strong vigorous seed growth and has been cut twice.

The water main shall be placed in the manner indicated in these Detail Specifications and shall conform to the Detail Drawings included with these specifications. Type of backfill shall be as specified on the construction Drawings.

This item shall be paid based on the contract unit price per lineal foot installed as measured and documented by the Inspector.

Item 2: 8-Inch Diameter, PolyVinyl Chloride (PVC), Water Main Installation (Spoil Backfill)

The unit bid and contract price for these items shall include all equipment, materials, and labor necessary to install 8-inch Water Main complete in place and ready to use. This item shall include but not be limited to:

- provide clearing and grubbing of approved existing plant life. City Urban Forester is

- required to approved the removal of trees and shrubs identified by Contractor.
- saw cutting the pavement full depth
 - trench excavation
 - installing designated fittings at location indicated on Drawings
 - placement and compaction of specified bedding aggregate
 - installation of PVC piping
 - installation of water main insulation
 - install mechanical restraints at required locations
 - installation of tracer wire
 - installation of all bends and fittings at locations indicated on Drawings
 - placement and compaction of specified pipe cover aggregate
 - placement and compaction of spoil backfill to 95 percent modified proctor
 - disinfection of installed 8-inch piping, which will also include all laterals, fittings, connections.
 - pressure testing of installed 8-inch piping, which will also include all laterals, hydrants fittings, connections of main being tested.
 - Provide surface restoration including topsoil placement with light compaction (80% Modified Proctor), seeding, biodegradable matting, mulch, fertilizer and maintenance watering until lawn has exhibited strong vigorous seed growth and has been cut twice.
 - assisting Utility staff with GPS point collection
 - provide temporary support of power and light poles near excavations
 - re-installing and repairing sump pump discharge piping damaged or removed during construction
 - restoration and grading ditch lines to obtain positive stormwater flow and maintaining points of ditch elevation change
 - provide vacuum excavation type potholing and associated restoration at existing utility crossings to verify locations prior to excavating
 - restoration of removed pavements, driveways, approaches and sidewalks
 - lawn surface restoration including topsoil placement with light compaction (80% Modified Proctor), seeding, biodegradable matting, mulch, fertilizer and maintenance watering until lawn has exhibited strong vigorous seed growth and has been cut twice.

The water main shall be placed in the manner indicated in these Detail Specifications and shall conform to the Detail Drawings included with these specifications. Type of backfill shall be as specified on the construction Drawings.

This item shall be paid based on the contract unit price per lineal foot installed as measured and documented by the Inspector.

Item 3: Connect to Existing 8-Inch Water Main

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to connect to existing 8-inch water main complete in place and ready to use. These items shall include but not be limited to:

- saw cutting the pavement full depth

- exposing existing water main to verify location and depth prior to scheduling connections
- install fittings
- Install 8-inch PVC piping
- install mechanical restraints at required locations
- installation of tracer wire
- backfill and compaction
- pavement and lawn surface restoration

This item shall be paid based on the contract unit price for each installed as documented by the Inspector.

Item 4: Connect to Existing 12-Inch Water Main

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to connect to existing 12-inch water main complete in place and ready to use. These items shall include but not be limited to:

- saw cutting the pavement full depth
- exposing existing water main to verify location and depth prior to scheduling connections
- install fittings
- Install 12-inch PVC piping
- install mechanical restraints at required locations
- installation of tracer wire
- backfill and compaction
- pavement and lawn surface restoration

This item shall be paid based on the contract unit price for each installed as documented by the Inspector.

Item 5: Hydrant, Poly Vinyl Chloride (PVC) Lead Piping, and 6-inch Gate Valve

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide the following

- setting of hydrant
- provide and install associated poly vinyl chloride (PVC) 6-inch, Class 200, lead piping
- 6-inch gate valve with double layer of 6-mil plastic wrapping around gate valve
- backfilling and compaction
- pavement and lawn surface restoration
- install in accordance with the construction plans and these Detailed Specifications.
- include installation of tracer wire test stations.

This item shall include the hydrant, hydrant lead (of various lengths), and gate valve, as shown on the plans. The hydrant, lead, and valve shall be mechanically restrained back to the water main.

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 6: 8-inch Gate Valve

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install a 8-inch resilient wedge type gate valve complete in place and ready to use. This item shall include but not be limited to:

- the station provided on the Drawings is approximate, the contractor shall locate existing 8-inch PVC water main for the designated 8-inch valves as indicated on Drawings.
- installing the 8-inch gate valve
- polywrapping valve and adapter
- installation of tracer wire
- backfill and compaction
- pavement surface restoration

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 7: 1-1/4-inch Polyethylene (PE) Water Service Lateral – Open Cut Trench

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install a 1-1/4-inch Polyethylene (PE) Water Service Lateral in place and ready to use by installing water service laterals using open cut trench method. This item shall include but not be limited to:

- excavate trench to install 1-1/4-inch water service lateral
- tapping and installation of corporation stops
- installation of new curb stop valve and cast iron service box at right-of-way
- connection to water main
- installation of tracer wire
- backfill and compact entry trench with aggregate or spoil backfill to density equal to adjacent undisturbed soil.
- pavement surface restoration
- lawn surface restoration including topsoil placement with light compaction (80% Modified Proctor), seeding, matting, mulch, fertilizer and maintenance watering until lawn has exhibited strong vigorous seed growth and has been cut twice.

Item 8: 1-1/4-inch Polyethylene (PE) Water Service Lateral – Directional Drill

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install a 1-1/4-inch Polyethylene (PE) Water Service Lateral in place and ready to use by using the directional drilling installation method. This item shall include but not be limited to:

- provide vacuum excavation type potholing and associated restoration at existing utility crossings to verify locations prior to drilling
- excavate entry trench pit to perform directional drilling of 1-1/4-inch water service lateral
- tapping and installation of corporation stops
- installation of new curb stop valve and cast iron service box at right-of-way
- directional drill and install 1-1/4-inch water service lateral at properties. Provide tracer wire on lateral piping.
- Backfill and compact entry trench with spoil backfill to density equal to adjacent undisturbed soil.
- Provide surface restoration including topsoil placement with light compaction (80% Modified Proctor), seeding, matting, mulch, fertilizer and maintenance watering until lawn has exhibited strong vigorous seed growth and has been cut twice.
- Contractor shall utilize trenchless methods for proposed laterals under existing pavements and on all private property.

This item shall be paid based on the contract unit price for each installed as documented by the Inspector.

Item 9 – Erosion Control

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install Erosion Control items complete in place and ready to use. This item shall include but not be limited to:

- compensation for cost of erosion control implementation plan
- furnishing, hauling, and placement of erosion control materials and stormwater management materials including silt fence, hay bales and culvert ditch checks
- all incidental work related to erosion control and stormwater management required by local, state, and federal ordinances, statutes, permits, and regulations
- maintaining and removal of all temporary erosion control devices

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 10 - Traffic Control

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install temporary traffic control for this work. This item shall include but not be limited to:

- compensation for cost of establishing of traffic control plan for Utility review, constructing, assembling, painting, hauling, erecting, re-erecting, maintaining, and removing traffic signs, drums, barricades, and similar control devices, including arrow boards; for furnishing, placing, and maintaining lights and signals, including fuel or power therefore; for supplying and performing all flagging and guidance services and signs associated with such flagging and guidance.
- daily checks and maintenance
- adherence to the Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition

This item shall be paid based on the contract unit price for the lump sum as documented by the Inspector.

Item 11 – 13-inch x 9-inch Driveway Corrugated Metal Pipe (CMP) Culverts

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install Driveway Corrugated Metal Pipe (CMP) Culverts complete in place and ready to use. This item shall include but not be limited to:

- excavate, remove and dispose of existing culvert
- excavate, fill, fine grade and compact aggregate base under culvert
- install culvert
- backfill with traffic bond aggregate over top of culvert and compact
- cleanup

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 12 – 12-inch Diameter, Driveway Corrugated Metal Pipe (CMP) Culverts

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install Driveway Corrugated Metal Pipe (CMP) Culverts complete in place and ready to use. This item shall include but not be limited to:

- excavate, remove and dispose of existing culvert
- excavate, fill, fine grade and compact aggregate base under culvert
- install culvert
- backfill with traffic bond aggregate over top of culvert and compact
- cleanup

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 13 – Salvage and Delivery of Existing Hydrants

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to Salvage and Deliver Existing Hydrants to Owner's storage yard. This item shall include but not be limited to:

- remove and salvage existing hydrants
- provide surface restoration
- deliver hydrants to Owner's storage yard

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 14 – Abandonment of Existing Valves and Valve Boxes

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to remove top section of existing valve box and fill remainder with specified fill material. This item shall include but not be limited to:

- excavate valve box to bottom of top section
- remove top valve box section and dispose of
- fill remainder of valve box with specified cellular concrete fill material
- provide surface restoration

This item shall be paid based on the contract unit price for each as documented by the Inspector.

Item 15 – Extension of New Water Service Lateral from Right-of-Way for Direct Connect to Existing Property Water Service (Directional Drilling Only)

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide the extension of new water service laterals to property owner's existing water service, 1-1/4-inch in diameter Polyethylene (PE) water service lateral, and provide a coupler at connection point. Utility may have as many as 23 backyard/side yard water services on private property. Number will vary based on survey results. This item shall include but not be limited to:

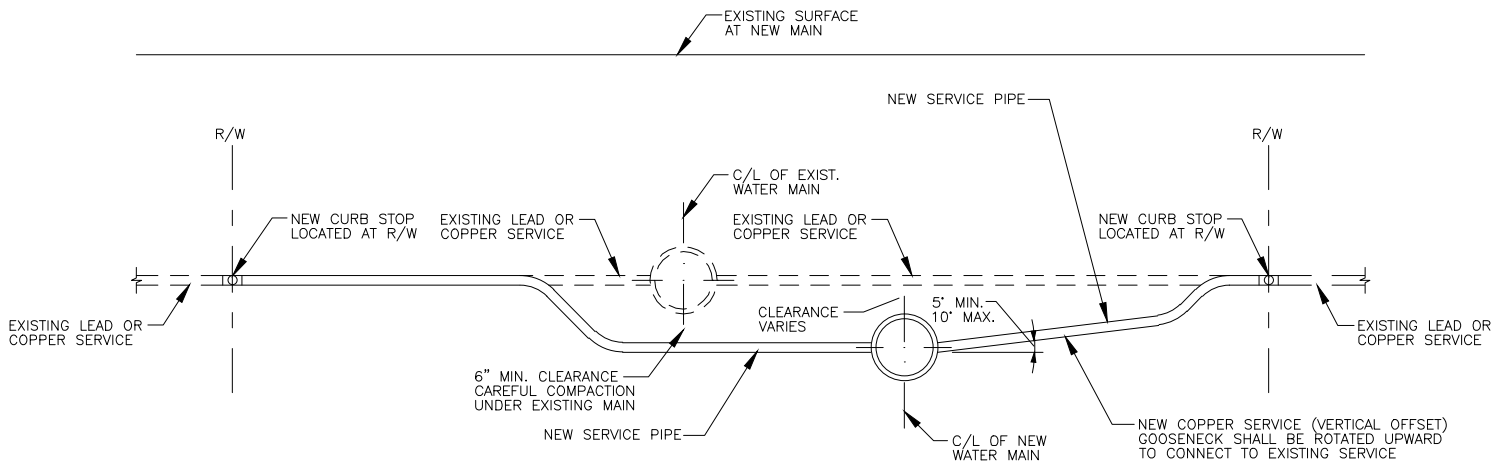
- provide directional drilling services for extending new water service laterals from right-of-way to property owner's existing water service lateral.
- make connection to existing water service on the exterior of the home.
- excavate entry trench pit to perform directional drilling of 1-1/4-inch water service lateral
- directional drill and install 1-1/4-inch water service lateral at properties indicated on the Drawings. Provide tracer wire on lateral piping.

- Backfill and compact entry trench with spoil backfill to density equal to adjacent undisturbed soil.
- Provide lawn surface restoration including topsoil placement with light compaction (80% Modified Proctor), seeding, biodegradable matting, mulch, fertilizer and maintenance watering until lawn has exhibited strong vigorous seed growth and has been cut twice.

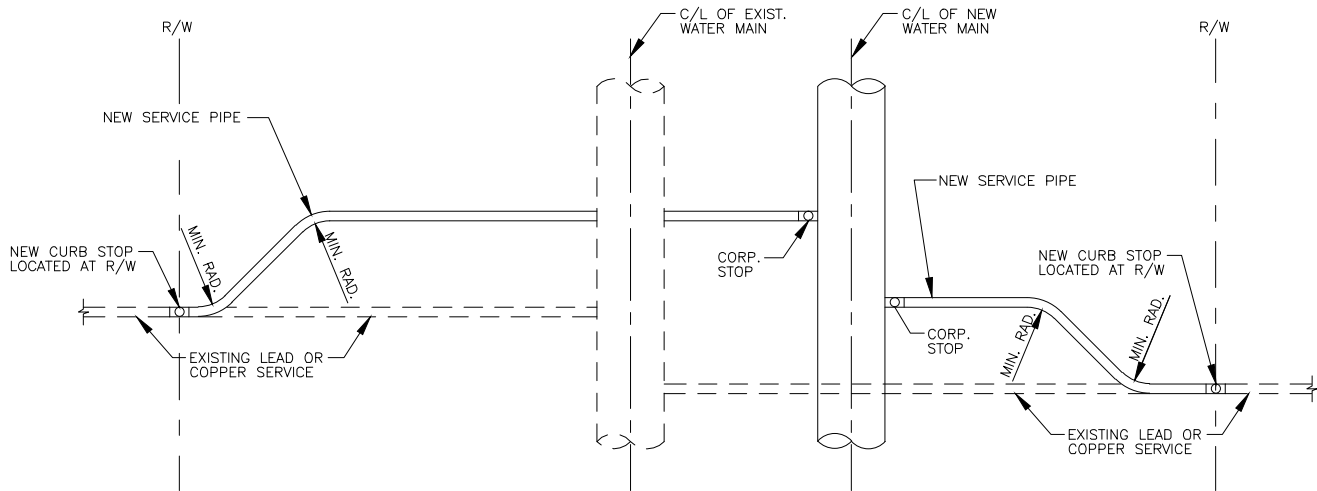
This item shall be paid based on the contract unit price for each as documented by the Inspector.

Water Main Detail Drawings

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PROFILE VIEW



PLAN VIEW

NOTE:
CONNECTIONS SHALL BE TESTED FOR LEAKAGE PRIOR TO BACKFILL AFTER SUPPORT HAS BEEN COMPACTED. MINIMUM RADII ARE AS FOLLOWS -
1"=6", 1-1/4"=8", 1-1/2"=10", 2"=12".
TAP AND SERVICE SHALL BE A MINIMUM OF 1-1/4" OR LARGER TO MATCH EXISTING.

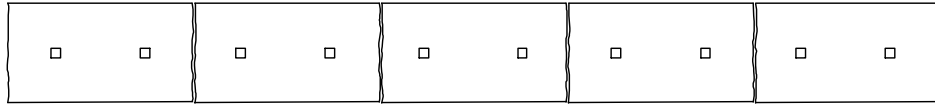
REPLACE ORIGINAL TAP SERVICE (ROS & ROS-A) DETAIL

N.T.S.



PROJECT NUMBER: 20130350.00
DATE: 5/7/13
SCALE: N.T.S.
REFERENCE SHEET:

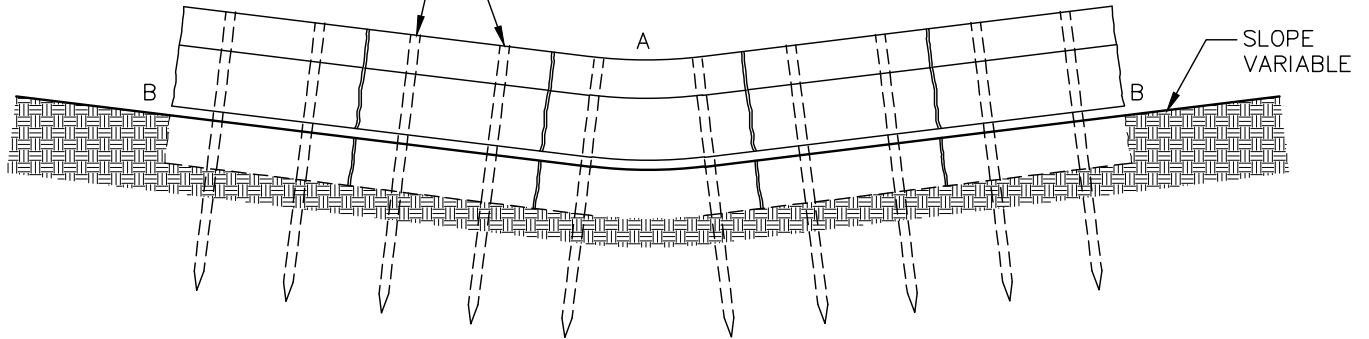
PROJECT TITLE: ROWAN ESTATES AND HOWELL AVE.
PROPOSED WATER MAIN RELAY
SHEET TITLE: SERVICE LATERAL



PLAN VIEW

STAKES DRIVEN FLUSH WHEN
SOIL CONDITIONS PERMITS

NOTE: POINT "B" SHALL BE HIGHER THAN POINT "A"
IF REQUIRED TWO ROWS MAY BE
USED WITH STAGGERED JOINTS.

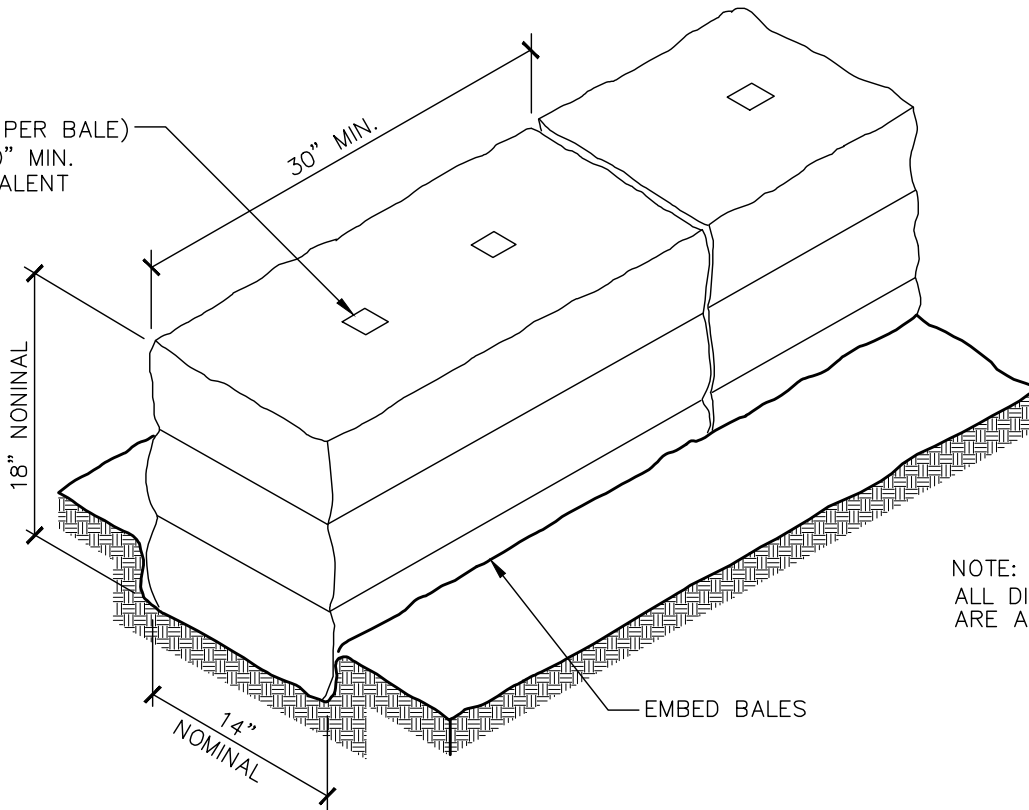


FRONT ELEVATION

EROSION BALES ACROSS DITCH BOTTOM

N.T.S.

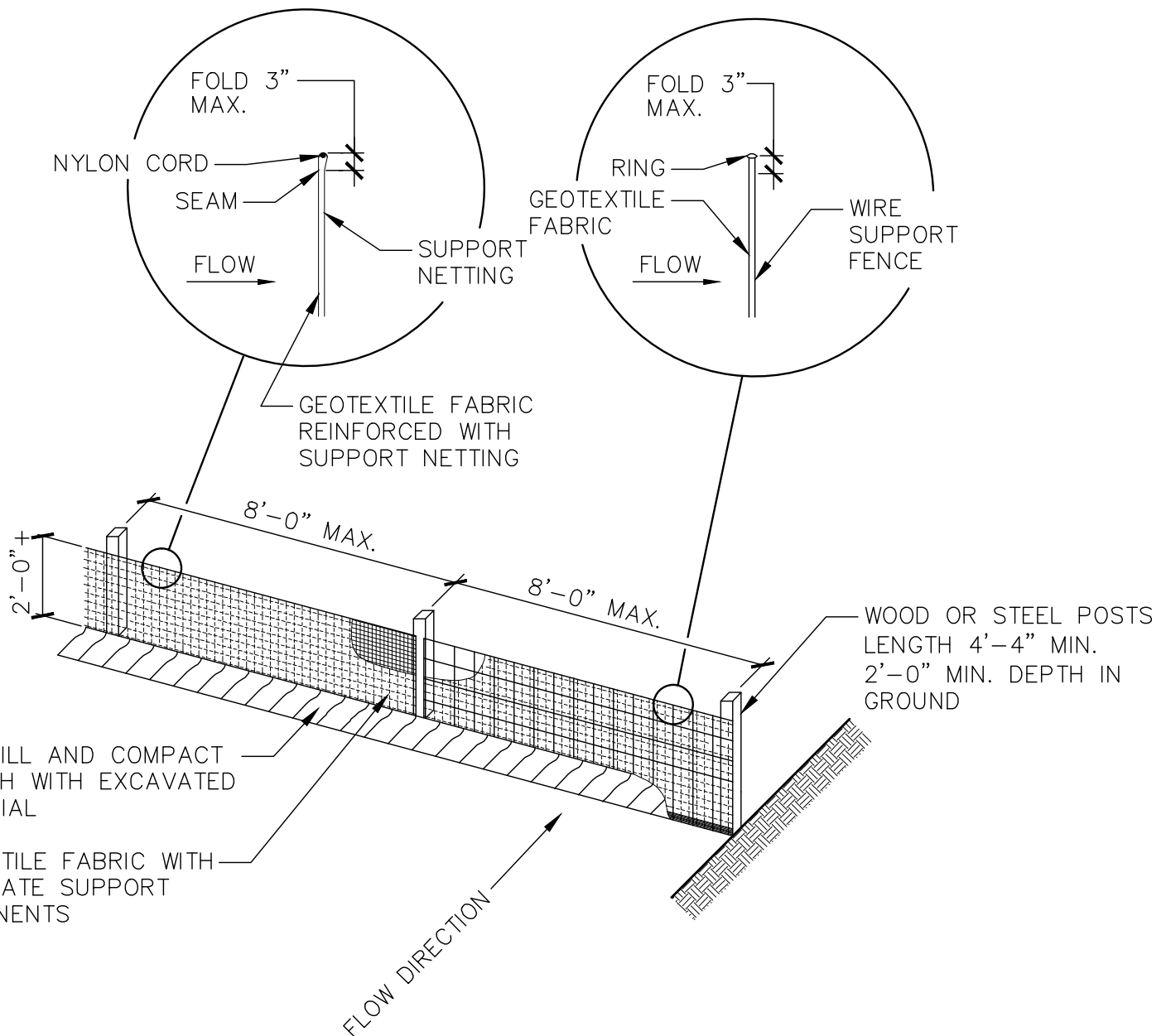
WOOD STAKES (2 PER BALE)
NOMINAL 2"x2"x30" MIN.
LENGTH OR EQUIVALENT



NOTE:
ALL DIMENSIONS
ARE APPROXIMATE

DETAIL OF EROSION BALE INSTALLATION

N.T.S.



NOTE:

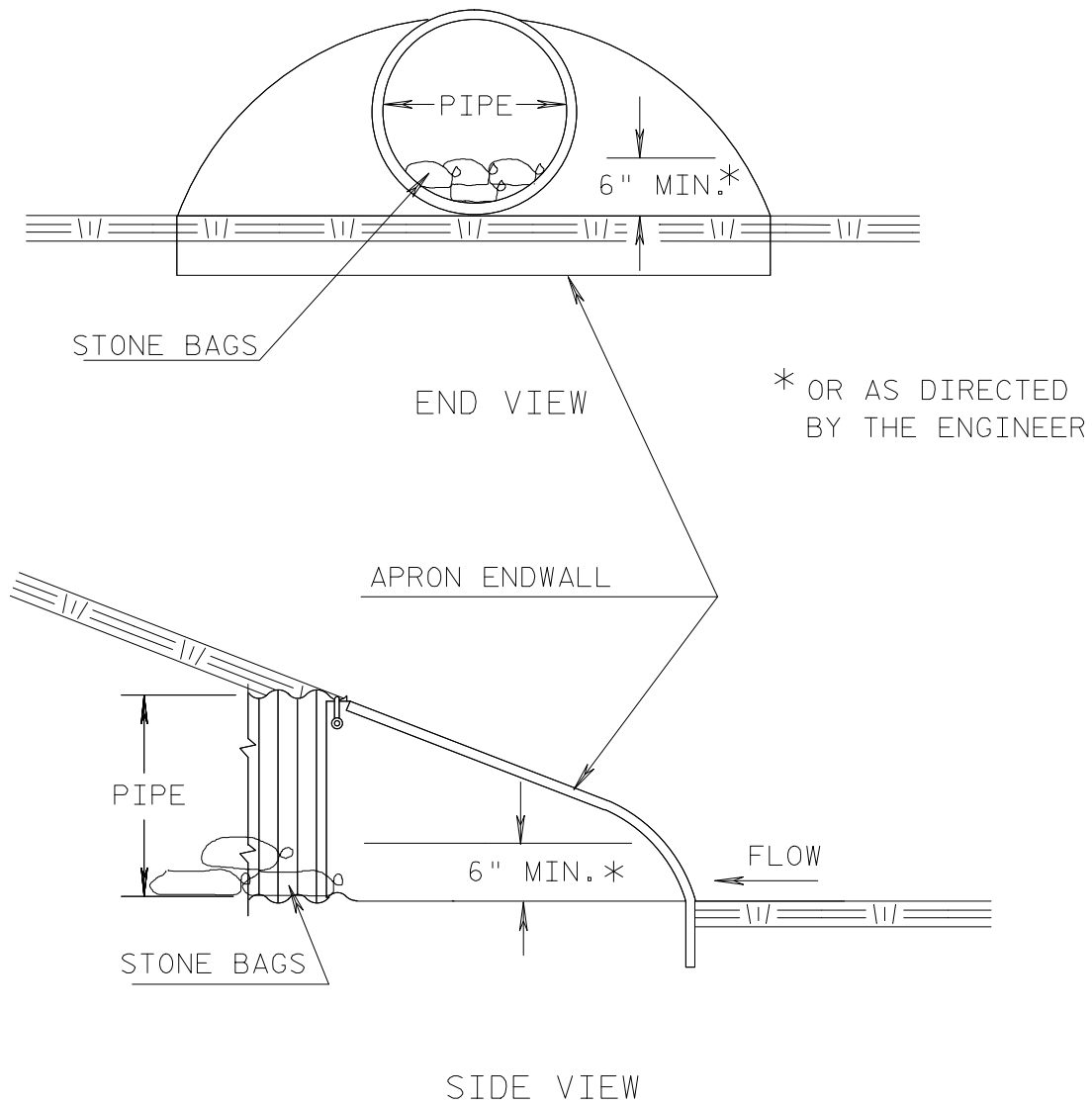
ALTERNATE "A"

ADDITIONAL POST DEPTH OR TIE BACKS
MAY BE REQUIRED IN UNSTABLE SOILS

SILT FENCE

N.T.S.

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CULVERT PIPE DITCH CHECK

N.T.S.

Wage Rate Determination

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 5/17/2013	
PROJECT:	
HOWELL ESTATES WATER MAIN RELAY OAK CREEK CITY, MILWAUKEE COUNTY, WI Determination No. 201301471 [Owner Project No. 13104]	
PROJECT OWNER:	REQUESTER:
MICHAEL J SULLIVAN, UTILITY ENGINEER CITY OF OAK CREEK 170 W DREXEL AVE OAK CREEK, WI 53154	ADAM SCHULTZ, DESIGN ENGINEER GRAEF 125 S 84TH STREET SUITE 401 MILWAUKEE, WI 53214
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>À QÙWÒÖÖYÁ ~~~~~ Equal Rights Division Labor Standards Bureau Construction Wage Standards Section PO Box 8928 Madison, WI 53708-8928 (608)266-6861</p> <p>Web Site: http://dwd.wisconsin.gov/er/</p>	

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PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 5/17/2013

DETERMINATION NUMBER: 201301471

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

PROJECT NAME: HOWELL ESTATES WATER MAIN RELAY
PROJECT NO: 13104

PROJECT LOCATION: OAK CREEK CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF OAK CREEK

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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.	32.93	19.81	52.74
102	Boilermaker	31.09	27.23	58.32
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
104	Cabinet Installer Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.	32.93	19.81	52.74
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. 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.	32.93	19.81	52.74
106	Carpet Layer or Soft Floor Coverer	33.43	19.21	52.64
107	Cement Finisher	32.57	17.03	49.60
108	Drywall Taper or Finisher	29.87	18.79	48.66
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
110	Elevator Constructor	41.71	23.88	65.59
111	Fence Erector	28.00	4.50	32.50
112	Fire Sprinkler Fitter	37.45	19.30	56.75

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
113	Glazier	34.19	18.25	52.44
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	31.31	21.99	53.30
117	Lather	33.43	19.31	52.74
118	Line Constructor (Electrical)	37.05	16.94	53.99
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	35.58	16.37	51.95
121	Metal Building Erector	18.50	3.20	21.70
122	Millwright	28.28	24.19	52.47
123	Overhead Door Installer	27.30	3.28	30.58
124	Painter	29.27	18.18	47.45
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver Future Increase(s): Add \$.75/hr on 6/3/2013. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.06	25.46	54.52
127	Pipeline Fuser or Welder (Gas or Utility)	31.18	19.29	50.47
129	Plasterer	32.06	17.68	49.74
130	Plumber Future Increase(s): Add \$1.00/hr 6/1/2013; Add \$1.00/hr 6/1/2014.	36.47	19.47	55.94
132	Refrigeration Mechanic	37.76	19.99	57.75
133	Roofer or Waterproofofer	29.40	15.55	44.95
134	Sheet Metal Worker Future Increase(s): Add \$1.41/hour 6/1/2013; Add \$1.56/hour 6/1/2014.	36.17	18.00	54.17
135	Steamfitter	37.76	19.99	57.75
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.	24.75	16.08	40.83

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>	\$	\$	\$
138	Temperature Control Installer	37.31	19.49	56.80
139	Terrazzo Finisher Future Increase(s): Add \$.80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher	22.27	6.52	28.79
142	Tile Setter	29.70	16.05	45.75
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	33.32	17.60	50.92
203	Three or More Axle	18.00	9.50	27.50
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.52	17.60	51.12
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	9.50	27.50

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 Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	28.82	16.11	44.93
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	11.00	3.97	14.97
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.69	16.03	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03
315	Final Construction Clean-Up Worker	28.82	15.61	44.43

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.82	17.60	51.42

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.52	17.60	51.12
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.52	17.60	51.12
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
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. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
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. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

**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
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
508	<p>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.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.</p>	39.16	19.10	58.26
509	<p>Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.</p>	38.66	19.10	57.76
510	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.</p>	38.16	19.10	57.26

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).	37.47	19.10	56.57
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 \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.82	17.60	51.42
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.	30.44	19.10	49.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015	32.26	17.95	50.21
516	Fiber Optic Cable Equipment	20.00	7.88	27.88

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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. 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.	32.93	19.81	52.74
107	Cement Finisher	30.68	16.75	47.43
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	29.56	24.96	54.52
130	Plumber	36.97	17.66	54.63
135	Steamfitter	38.26	19.49	57.75
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23

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>	\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00

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 Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	28.95	16.11	45.06
303	Landscaper	26.92	12.51	39.43
304	Flagperson or Traffic Control Person	23.55	13.45	37.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL 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	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): Add \$.25/hr for operating tower crane.	35.36	19.15	54.51
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). Premium Increase(s): Add \$.25/hr for operating tower crane.	34.41	19.15	53.56

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.	31.89	18.11	50.00
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. Premium Increase(s): Add \$.25/hr for operating tower crane.	31.96	19.15	51.11
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
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.	37.45	19.45	56.90
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.	27.75	19.15	46.90
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.	27.75	19.15	46.90

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				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	28.73	17.03	45.76
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	31.31	21.99	53.30
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	29.27	18.18	47.45
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	29.56	24.96	54.52
133	Roofer or Waterproofer	29.40	15.05	44.45
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	17.00	0.00	17.00

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	22.31	18.64	40.95
303	Landscaper Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.07	13.90	41.97
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<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> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	34.22	19.90	54.12
544	<p>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.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.</p>	33.96	19.90	53.86

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	33.02	17.60	50.62
546	Fiber Optic Cable Equipment.	20.00	7.88	27.88
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
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.	37.45	19.45	56.90
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.	27.75	19.15	46.90
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.	27.75	19.15	46.90

**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.	39.16	19.10	58.26
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	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.	32.67	18.44	51.11
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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
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 \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	20.00	7.88	27.88

***** 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
 Joe Handrick, Division Administrator

The documents following the Prevailing Wage Rate Determination consist of 18 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
	Summary of Prevailing Wage Law Changes Effective July 1, 2011	Information for public entity or any other interested party	4

09/01/12

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Disclaimer

Employers performing work on public works and publicly funded private construction projects in Wisconsin are required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Sec. 103.503, Wis. Stats. The Department of Workforce Development is neither responsible for enforcement of this law nor authorized to answer questions concerning its provisions. For legal advice on complying with Sec. 103.503, Wis. Stats., you may wish to consult with a private attorney.

103.503 Substance abuse prevention on public works and publicly funded projects. (1) DEFINITIONS. In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1q).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

(2) **SUBSTANCE ABUSE PROHIBITED.** No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) **SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED.** (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) **EMPLOYEE ACCESS TO PROJECT.** (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) **LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED.** A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

History: 2005 a. 181; 2009 a. 28.

**Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin
Department of Workforce Development**

September 1, 2012

This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/2015	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003 & 2004	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219 th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/11	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc.					
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/07	1/31/10	1 and 2	2004 & 2005	None
Keiver, David	See, Custom Heating & Air LLC					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/10	1 and 2	2005 to 2006	None
Stoller, Joseph	See, Joseph Stoller Company					
Stoller, Patrick J	See, Stoller Enterprises LLC					
Thull, Gerald T	See, JT Roofing, Inc.					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(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 [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, 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), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project 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

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

If you have any questions call (608) 266-6861

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) 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 [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of))SS County Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Contract
	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), 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 [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Subcontract
	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
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Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

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 (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination		
County	City, Village or Town	
DWD Project Determination Number	Project Number (if applicable)	
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)		
a.	b.	
c.	d.	
3. Employer Name (Print)		
Address	City	State
Telephone Number ()	Zip Code	
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) ()	

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
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MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
PO BOX 8928, MADISON WI 53708
OR
FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**
Call (608) 266-6861 for assistance in completing this form.

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade 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 each of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.

A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.

(a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

Effective July 1, 2011, a local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user's computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- 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 prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

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

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 each of these exclusions. The prevailing wage law that applies to local governmental units and their contractors is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, 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.

Effective July 1, 2011, 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."
- 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.

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

The recently approved State budget bill (2011 Wisconsin Act 40) includes major changes to prevailing wage laws (§§66.0903, 66.0904, 103.49 & 103.50, Wis. Stats.) effective JULY 1, 2011. Significant changes are described below.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Thresholds	All public entities & Contractors	The \$25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as noted below. The new thresholds apply to prevailing wage projects whose prime contract is awarded after June 30, 2011.
Non-applicability: Threshold for Single-Trade Projects	All public entities & Contractors	Any single-trade project of public works with an estimated cost of completion of less than \$48,000 does not require a prevailing wage rate determination. "Single-trade project of public works" means a project of public works in which a single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	All public entities except cities, towns & villages as noted below & Contractors	Any multiple-trade project of public works with an estimated cost of completion of less than \$100,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Threshold for Multiple-Trade Projects	Cities or villages with a population less than 2500 & Towns & Contractors	A multiple trade project of public works erected, constructed, repaired, remodeled, or demolished by a private contractor for a city or village with a population less than 2500, or a town with an estimated cost of completion of less than \$234,000 does not require a prevailing wage rate determination. "Multiple-trade project of public works" means a project of public works in which no single trade accounts for 85 percent or more of the total labor cost of the project.
Non-applicability: Minor service & maintenance work	Towns & Contractors	The following TOWN projects only do not require a prevailing wage rate determination: <ul style="list-style-type: none"> • A project not funded under §86.31, Stats. (TRIP projects) that is limited to minor crack filling, chip or slurry sealing or other minor pavement patching, not including overlays. • The depositing of gravel on an existing gravel road applied solely to maintain the road; • Road shoulder maintenance; • Cleaning drainage or sewer ditches or structures; • Any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Non-applicability: Certain nursing homes	All public entities	Prevailing wage law §66.0903, Stats., does not apply to a project of public works involving the erection, construction, repair, remodeling, or demolition of a nursing home in a county having a population of less than 50,000 when the project commences no later than July 1, 2012.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website is discontinued effective July 1, 2011. However, contractors who worked on prevailing wage projects during the period January 1, 2010 through June 30, 2011, must comply with the repealed law for work completed on projects during that period of time.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Complaints	Complainants	There are no longer investigation fees.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.

Topic	Who's affected?	Brief description of requirement under §66.0903, §103.49 or §103.50
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <p>1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</p> <p>2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</p>
Annual Prevailing Wage Survey	All public entities	When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency.
Prevailing Wage Rates	DOT & Contractors & Employees	For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holidays and shift differentials based on the time of day or night when work is performed.
<p>The 2009-2011 State budget bill (2009 Wisconsin Act 28) created a new prevailing wage law (§66.0904, Wis. Stats.) for PUBLICLY FUNDED PRIVATE CONSTRUCTION PROJECTS effective January 1, 2010. The current 2011-2013 State budget bill (2011 Wisconsin Act 32) REPEALS this law. So the publicly funded private construction projects law only applies to projects that awarded the prime contract during the period January 1, 2010 through June 30, 2011.</p>		

SINGLE & MULTIPLE TRADE PROJECT THRESHOLDS FOR §§66.0903 & 103.49, Wis. Stats. Effective July 1, 2011

The \$25,000 threshold for public works projects has been changed to single-trade and multiple-trade project thresholds as described below. Projects of public works with total estimated costs of completion that equal or exceed these thresholds require a prevailing wage rate determination.

SINGLE-TRADE THRESHOLD

A “single-trade project of public works” means a project in which a single trade accounts for 85 percent or more of the total labor cost of the project.

The single trade threshold is \$48,000.

MULTIPLE-TRADE THRESHOLDS

A “multiple-trade project of public works” means a project in which no single trade accounts for 85 percent or more of the total labor cost of the project.

(a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for:

- a city or village with a population less than 2500, or
- a town

APPLYING THE NEW THRESHOLDS

The department will apply the new single-trade & multiple-trade prevailing wage thresholds to projects of public works for which the prime contract is awarded on or after July 1, 2011.