



**PROJECT NO. 16104**

**CONTRACT SPECIFICATIONS  
FOR WATER MAIN AND APPURTENANCES  
FOR**

**SOUTH 15<sup>TH</sup> AVENUE  
WATER MAIN EXTENSION**

**FOR**

**OAK CREEK WATER AND SEWER UTILITY**

**May 25, 2016**

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

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

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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. 16104, SOUTH 15TH AVENUE WATER MAIN, consists of constructing the following approximate quantities:

ITEM DESCRIPTION	QUANTITY
12" PVC Water Main, 1 1/4" T.B.B.F.	1,150 LF
Connect to Existing 12" Water Main	2 EA
Hydrant, Lead, and 6-Inch Gate Valve	4 EA
1-1/4" Water Service Laterals (Polyethylene) Moled	11 EA
Asphalt Pavement Removal	3,150 SY
HMA Pavement, Type E-1, 19mm Binder Course	480 TON
HMA Pavement, Type E-1, 9.5mm Surface Course	300 TON
1-1/4" Dense Graded Base Course	280 TON
Common Excavation	1 LS
Sawing Pavement Full Depth	1,400 LF
Excavation Below Subgrade	150 TON
Pavement Marking, Epoxy, 4-inch White Edge Line	2,420 LF
Pavement Marking, Epoxy, 4-inch Yellow Broken Centerline	300 LF
Restoration of Lawns and Parkways	1 LS
Erosion Control	1 LS
Traffic Control (Project)	1 LS

**TIME** Proposals must be received by the office of the Utility, 170 W. Drexel Avenue, no later than 9:00 a.m., Friday, June 10, 2016, 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](http://www.water.oak-creek.wi.us) under the public contracts section after May 26, 2016.

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.

## **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.

The bidder may not begin work on the project until permits are received for WDNR Water System Construction & Operation and WDNR GP-11.

## **7. Proposal Guaranty**

The Oak Creek Water and Sewer Utility requires either a bid bond or a certified check of at least 5% 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 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 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.

June 10, 2016

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 Schedule One.

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 \_\_\_\_\_, 2016.

\_\_\_\_\_

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 \_\_\_\_\_

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**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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Schedule One

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
1	12" PVC Water Main, 1-1/4" T.B.B.F. Unit price per lineal foot _____ dollars & _____ cents .	1,133	LF		
2	Connect to Existing 12" Water Main Unit price per each. _____ dollars & _____ cents .	2	EA		
3	Hydrant, Lead and 6-inch Gate Valve Unit price per each. _____ dollars & _____ cents .	4	EA		
4	12" Gate Valve Unit price per each. _____ dollars & _____ cents .	3	EA		
5	1-1/4 " Water Service Laterals (Polyethylene) Moled Unit price per each. _____ dollars & _____ cents .	11	EA		
6	Asphalt Pavement Removal Unit price per square yard _____ dollars & _____ cents .	3,100	SY		
7	HMA Pavement, Type E-1, 19.0 mm Binder Course Unit price per ton. _____ dollars & _____ cents .	464	TON		
8	HMA Pavement, Type E-1, 9.5 mm Surface Course Unit price per ton. _____ dollars & _____ cents .	278	TON		
9	1-1/4 Inch Dense Graded Aggregate Base Course Unit price per ton _____ dollars & _____ cents .	280	TON		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
10	Common Excavation Unit price per lump sum. _____ dollars & _____ cents .	1	LS		
11	Sawcutting Existing Pavement Full Depth Unit price per lineal foot _____ dollars & _____ cents .	1,400	LF		
12	Excavation Below Subgrade, 1-1/4 Inch Dense Graded Aggregate Base Course Unit price per cubic yard _____ dollars & _____ cents .	25	CY		
13	Excavation Below Subgrade, Breaker Run Base Course Unit price per cubic yard _____ dollars & _____ cents .	77	CY		
14	Pavement Marking, Epoxy, White 4-inch Edge Line Unit price per lineal foot _____ dollars & _____ cents .	2,415	LF		
15	Pavement Marking, Epoxy, Yellow 4-inch Broken Centerline Unit price per lineal foot _____ dollars & _____ cents .	290	LF		
16	Restoration of Lawns and Parkways Unit price per lump sum. _____ dollars & _____ cents .	1	LS		
17	Erosion Control Unit price per lump sum. _____ dollars & _____ cents .	1	LS		
18	Traffic Control Unit price per lump sum. _____ dollars & _____ cents .	1	LS		

**BASE BID TOTAL ITEMS 1 - 18 INCLUSIVE \$**\_\_\_\_\_

## **DETAILED SPECIFICATIONS**

### **I. GENERAL**

#### **A. INTRODUCTION**

These specifications govern the construction of water main, in the City of Oak Creek in the locations as shown on the plans.

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**

The following specifications shall be applicable to all construction under this project:

1. General Specifications of the Department of Engineering, City of Oak Creek, hereinafter referred to as the General Specifications in these Detailed Specifications.
2. Standard Specifications for Sewer and Water Construction in Wisconsin, current Edition, with addendums hereinafter referred to as the Standard Specifications in these Detailed Specifications.
3. Highway and Structure Construction - Std. Specs. Dept. of Trans., Division of Highways, State of Wis., current edition and supplemental specifications hereinafter referred to as the State Specifications in these Detailed Specifications.
4. These Detailed Specifications.
5. The Construction Plans.
6. Manual on Uniform Traffic Control Devices, current edition.
7. City of Oak Creek Engineering Design Manual, current edition.

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.

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.

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

## C. CONTROL OF CONSTRUCTION OPERATIONS

### 1. Scheduling Work

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).

At any time during the execution of the contract that the Contractor either suspends or returns to work, he must notify the Utility Engineer of his intentions at least three working days in advance of said suspension or return to work.

### 2. Maintenance of Public Safety and Convenience

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 per the State Manual on Uniform Traffic Control Devices. Adjustment to the traffic control devices shall be included and performed by the contractor as called for by the progression of work. 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.

All such devices shall comply with the Federal Manual on Uniform Traffic Control Devices.

### 3. Access to Properties

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. S. 15<sup>th</sup> Avenue shall be closed to through traffic. The detour route shall be Pennsylvania Avenue to Puetz Road or Ryan Road. In addition, the operations shall be conducted in such a manner that all abutting properties shall be provided with vehicular access overnight, on weekends and on holidays.

### 4. Haul Roads and Storage Areas

The Contractor shall be required to submit a plan indicating his intended location of haul roads and storage areas for equipment and materials. Such plan shall be presented at the pre-construction meeting and shall be subject to the approval of the Utility Engineer. 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. 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**

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."

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)

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

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

The Contractor shall notify the communication utilities that have facilities located within the project limits of his construction schedule as it affects said each company as prescribed by the Wisconsin State Statutes.

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

The Contractor shall notify Time Warner Cable of his 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

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**

Prior to starting construction within any street, three days' written notice shall be given to the following departments:

1. Street Division, 800 W. Puetz Road, (414) 768-6553
2. Fire Department, 7000 S. 6<sup>th</sup> Street, (414) 570-5630
3. Police Department, 301 W Ryan Road, (414) 768-8200
4. Oak Creek Public Schools, 7630 South Tenth Street (414) 768-5880
5. Oak Creek Water & Sewer Utility, 170 W. Drexel Avenue, (414) 570-8210

**F. OAK CREEK WATER & SEWER UTILITY WATER USE PERMIT**

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. 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. 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**

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 these detailed specifications, if any, shall be adhered to.

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**

The Contractor shall not commence work under this contract until he has 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 his 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

The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of his 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. 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

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:

Bodily Injury	\$1,000,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$500,000 aggregate

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

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**

Where the contract is over \$10,000.00, the contractor will be required to furnish a satisfactory performance bond in the amount of 100% 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.

The Contractor shall agree and guarantee that the material and workmanship supplied by him 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. 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**

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.

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.

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% of the estimate until 50% of the work has been completed. At 50% 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% completion or any time after 50% 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% 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**

In accordance with Utility purchasing policy, the Contractor is requested to use American products in the performance of the contract whenever the quality and the price are comparable with other goods.

## **VII. MATERIALS FOR WATER MAINS**

### **A. SPECIFICATIONS FOR PVC WATER MAIN**

1. All polyvinyl chloride (PVC) water pipe shall conform to the requirements of Chapter 8.10.0 of the Standard Specifications. Polyvinyl chloride pipe shall be used only on water mains of 12" or smaller in size unless otherwise specified on the construction plans or herein the Detailed Specifications.
2. All pipe 8" and larger (if specifically allowed), shall be Class 150 with a standard dimension ratio of 18; all pipe 6" and smaller shall be Class 200 with a standard dimension ratio of 14.
3. PVC fittings shall be used on all PVC pipe. PVC fittings 4"-12" in diameter shall be injection molded and comply with the requirements of AWWA C907 and be certified to CSA B137.2. Molded fittings will be made of PVC compound with a minimum hydrostatic design basis of 4000 psi. Molded fittings must be Factory Mutual approved and listed by the Underwriter's Laboratories International (ULI).

If a particular type of PVC fitting is not manufactured, or unavailable, the contractor may use ductile iron fittings on a case by case basis with the approval of the Utility Engineer.

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

#### B. GATE VALVES

All gate valves (3" through 12" diameter valves are to be gate valves) are to be the resilient wedge-type valve.

All resilient wedge-gate valves furnished shall be one of the following:

1. Clow - R.W.
2. Kennedy - R.W.
3. M & H - R.S.C.V.
4. Mueller - R.W.
5. Waterous – 500
6. American Flow Control (3" to 12" only)

All valves shall open counterclockwise.

All valves shall be epoxy coated interior and exterior with Type 316 stainless steel bolts, washers, and nuts and receive triple layer 6-mil poly-wrap.

Valves shall have a push-on connection to the new main or hydrant lead.

#### C. CAST IRON VALVE BOXES

All valve boxes shall be 5-1/4 inch diameter (minimum) shaft, round base, three (3) piece box; 5-1/4 inch drop lid marked "WATER"; length of assembly sized to span top of main to finished grade with a minimum remaining adjustment of three (3) inches. Contractor shall furnish Cast Iron Valve Boxes Series 8560 for the valve box and Series 6800 Lid as manufactured by East Jordan Iron Works or approved equal. Cast iron valve boxes shall receive double layer 6-mil poly-wrapping.

#### D. VALVE BOX ADAPTORS

All valve boxes shall be set upon the valve with the use of an adaptor, as manufac-



tured by Adaptor, Incorporated, or an approved equal. The adaptor shall be installed in lieu of hardwood blocking and shall be incidental to the valve and box installation.

E. MECHANICAL JOINTS

Wherever mechanical joints are to be installed, as specified, the bolts and nuts shall be T316 stainless steel or an approved equal and all fittings shall be triple polyethylene wrapped in accordance with the Standard Specifications.

F. HYDRANT ASSEMBLY

Hydrant and hydrant leads shall be installed in accordance with Section 4.8.5 of the Standard Specifications and WD-13 or WD-15, whichever applies. The pipe materials shall be polyvinyl chloride in accordance with these Detailed Specifications. All hydrant extension and hydrant valve materials shall be furnished by the Contractor.

All hydrants shall be furnished with a 5-1/4" main valve, a 1-1/2" pentagon-shaped operating nut with two each of 2-1/2" and one each of a 4-1/2" National Standard Thread nozzles. All hydrants furnished and installed shall be one of the following:

1. Clow Medallion
2. Kennedy Guardian K81A
3. Mueller Centurian

Hydrants shall have a 6-inch push connection to the hydrant lead or approved equal.

Hydrant Valves shall be a resilient wedge-gate valve meeting the requirements outlined above in Section B – Gate valves.

All hydrants shall be epoxy coated red body and yellow top with Type 316 stainless steel bolts, washers, and nuts and shall receive triple layer 6-mil plastic wrapping.

Hydrant leads shall be fully restrained back to the water main using mega-lugs or approved equal.

All hydrant barrels shall be 6'6" in length.

All hydrant nozzle threads shall receive a food grade grease coating. The coating shall be MANTEK Elite FG Heavy Duty NLGI #2 food grade grease, or equal.

G. SERVICE CONNECTIONS TO 12-INCH WATER MAIN

The following materials shall be used for the Corporation stop:

Corporation Stops: Mueller H-15000

All water main taps for services 1-1/4" and smaller shall be direct tap with 1" x 1-1/4" corporation stop. For service taps greater than 1-1/4", the contractor shall provide a full-circle stainless steel tapping saddle as manufactured by Smith-Blair Model 372 or approved equal. Provide and install single layer 6-mil plastic wrapping.

#### H. TRACER WIRE

All water main shall include a 10 gauge solid, blue coated copper tracer wire to be taped to each pipe. Tape shall be securely fastened to main, hydrant leads and hydrants. Splices shall be soldered and water proofed using shrink wrap or underground splice kit. Test station shall be an adjustable height tracer wire access box manufactured by VALVCO, Inc. Tracer wire ends at existing main shall be bonded to 5/8" diameter, 3' copper ground rod driven next to the pipe utilizing a ground rod clamp with UL listed cast copper alloy hex-head bolt.

Tracer wire shall be tested via locating equipment for the entire length of the new main prior to asphalt restoration.

#### I. GALVANIC ANODE PROTECTION

Where connecting to an existing ductile iron water main, the contractor shall install galvanic anode protection in accordance with the galvanic anode installation detail. For ductile iron water mains 12" in diameter and less, the contractor shall provide and install one 32 lb. magnesium anode. For ductile iron water mains greater than 12" in diameter, the contractor shall provide and install two-32lb. magnesium anodes. The weld shall be coated using REBOUND Aerosol Rubberized Coating or approved equal.

### VIII. MATERIALS - GENERAL

#### A. BEDDING AND COVER, ALL WATER MAIN

All water main shall consist of 4 inches torpedo sand bedding and cover to 6" above the pipe. Sand backfill shall also be used to a minimum of 6" on either side of the pipe.

#### B. 1 1/4" T.B. BACKFILL

Where shown on the plans, the contractor shall use mechanically compacted 1 1/4" dense graded aggregate (T.B.) placed up to the bottom of pavement grade. Recycled concrete meeting the gradation may be utilized.

#### C. COMPOUNDS FOR ASPHALT PAVEMENT

1. 2 1/2" Binder course mixture shall conform to Section 460 of the State Specifications and consist of depths identified on Drawings, 19.0 mm Binder Course Mix E-1, with a Performance Graded Designation of PG 58-28.

2. 1 ¼" Surface course mixture shall conform to Section 460 of the State Specifications and consist of depths identified on Drawings, 9.5 mm Binder Course Mix E-1, with a Performance Graded Designation of PG 58-28.
3. 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.
4. Compounds for asphaltic pavement shall be provided in conformance with the following section of the State Specifications.

Materials for Asphaltic Mixtures and Surface Treatments.....	Section 455
Tack Coat .....	Section 455
Plant Mixed Asphaltic Surfaces and Pavements	
General Requirements.....	Section 460
Asphaltic Concrete Pavements .....	Section 460

## **IX. CONSTRUCTION DETAILS**

### **A. COMPLYING WITH SPECIFICATIONS**

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.

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.

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 plans. 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**

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.

The Contractor must protect all stakes and benchmarks from disturbances until permission is given to remove them. A width of not less than 2' 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. MATERIAL ENCOUNTERED

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. It is the Contractor's responsibility to determine for himself the character, nature, type and condition of materials likely to be encountered in the proposed work. 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 his proposal.

Any and all necessary dewatering shall be in accordance with Chapter 2.2.13 of the Standard Specifications.

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.

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.

#### D. EROSION CONTROL AND GROUND COVER

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.

1. 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;
2. 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;
3. Those involving street, highway, road, or bridge construction, enlargement, relocation or reconstruction;
4. Those involving the laying, repairing, replacing or enlarging of an underground pipe facility for a distance of 300' or more.

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.

**E. DISTRIBUTION OF EXCESS EXCAVATED MATERIAL**

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.

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:

1. 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.
2. Shoreline erosion control, whereby a license must be applied for and granted prior to landfilling activity being undertaken.
3. On a site, where fill may be needed in conjunction with building construction and where a building permit is in effect.
4. On City-owned property, subject to plans approved by the Common Council.
5. On a site where a landfill license is in effect.

**F. WATER MAIN DETAIL DRAWINGS**

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.

**G. POLYVINYL CHLORIDE WATER PIPE**

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:

1. 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 1 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"

#### THRUST RESTRAINT

Thrust restraint shall be as shown on the plans using mega lugs, bell joint restraint clamps, or approved equal. The contractor shall pour a concrete buttress using Class D concrete as specified in the Standard Specifications at all horizontal fittings.

#### WATER MAIN - HYDROSTATIC TESTING

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:

1. 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.
2. 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.
3. Costs of all testing including the installation and removal of temporary test plugs, shall be at the Contractor's expense.

#### H. WATER MAIN – PIPE DISINFECTING AND FLUSHING

Disinfection and testing of the new water main shall conform to AWWA C651, Method B.

**I. NOTICE TO UTILITY**

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**

Upon completion of the utility installation, 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. The restoration 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.

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 his responsibilities hereunder.

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.

Included in the restoration shall be any damage to drainage ways due to discharge of trench waters. The Contractor is required to implement erosion control techniques.

**B. ARTERIAL AND COLLECTOR STREETS**

The Contractor shall provide at least a temporary bituminous resurfacing of all arterial or collector street pavement within two 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. 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**

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. The Contractor may be required to place a

temporary surface over openings made in paved traffic lanes. 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 3" of bituminous mixture which is suitable to maintain the opening in good condition until permanent restoration can be made. The crown of the temporary restorations shall not exceed one inch above the adjoining pavement. 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. The asphalt which is used shall be in accordance with the specifications. 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 him over such cut or excavation and maintain it until such time as the repair of the original pavement may be properly made.

**D. RESTORATION OF GRAVELED SURFACES**

The Contractor shall be required to restore all graveled surfaces to a drivable condition, which were removed for the underground installation with traffic bound granular materials. Materials and installation shall conform to Section 304 of the State Specifications.

**E. RESTORATION OF LAWNS**

The contractor shall repair and reseed all established lawns damaged during the course of construction to a condition equal to or better than the condition at the commencement of his work in accordance with Standard Specifications for Type C seed mix, placed by hydro-seeding method.

Replace cover by means of seeding with grass seed at the rate of not less than six pounds per thousand square feet on leveled topsoil.

The contractor shall place Class I Urban erosion mat on all areas of the restored lawns and ditches utilizing all biodegradable materials.

**F. UTILITY'S RIGHT TO RESTORE SURFACE**

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. The Contractor shall be liable for the actual cost



thereof plus 25% 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. 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**

The Contractor shall have thorough and systematic clean-up operations follow closely behind the construction work. He shall at his own expense, remove and properly dispose of all water, dirt, rubbish, or any other foreign substances. Any defects of any nature whatsoever shall be promptly corrected at his 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. 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. When the Contractor has finally cleaned and repaired the work, he shall notify the Engineer that he is ready for a final inspection and the Engineer will thereupon inspect the work. 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. 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 his 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 his final inspection and acceptance by the Utility (see 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 his authorized project coordinator.

## **XII. PROTECTION AND RESTORATION OF PROPERTY**

### **A. UNDERGROUND**

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. 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. 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**

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. 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. Any such damaged corners shall be replaced by the City and the amount deducted from the contract payment.

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**

The starting date for work under this contract shall be at the discretion of the Contractor, subject to the following:

- A. Preconstruction meeting as arranged by the Utility Engineer.
- B. Issuance of the Notice to Proceed by the Utility Engineer.
- C. Completion of the water main and ready to use by August 19, 2016.
- D. The entire project, including surface restoration shall be completed no later than August 26, 2016.

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.

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**

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. 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.

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. 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**

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:

<b>Original Contract Amount</b>		<b>Daily Charge</b>
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

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.

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. 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.

## **XVI. PROPOSAL ITEMS**

### Special note to the bidder and successful contractor

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.

The bid price for each bid item shall include the furnishings of all materials, tools, labor, etc. It shall include saw cutting pavement 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. 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.

#### **Item 1 - 12-Inch Diameter PVC Water Main, 1-1/4" T.B.B.F.**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install 12-inch Water Main, 1 1/4" T.B.B.F. complete in place and ready to use. This item shall include but not be limited to:

- trench excavation
- placement of torpedo sand bedding aggregate
- provide and install 12" PVC piping
- provide and install water main insulation
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install a triple layer of 6-mil plastic wrapping for any appurtenance requiring stainless steel bolts
- provide and install all 12" PVC bends and fittings at locations indicated on Drawings
- placement and compaction of torpedo sand cover aggregate
- placement and compaction of 1-1/4" traffic bond gravel backfill to top of pavement grade
- disinfection of installed 12-inch piping
- pressure testing of installed 12-inch piping
- assisting Utility staff with GPS point collection
- provide temporary support of power and light poles near excavations

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.

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

## **Item 2 - 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:

- exposing existing water main to verify location and depth prior to scheduling connections
- provide and install fittings
- provide and install 12" PVC piping
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install 32 lb. magnesium galvanic anode protection on existing ductile iron pipe in accordance with the detail at the end of these Detailed Specifications
- provide and install a triple layer of 6-mil plastic wrapping for fittings and appurtenances requiring stainless steel bolts
- backfill in accordance with the plans with specified materials up to bottom of pavement grade

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

## **Item 3 - Hydrant, Lead, and 6-inch Gate Valve**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to furnish and set a hydrant with 6'-6" barrel, with associated hydrant lead and auxiliary valve, together with all work and proper backfilling, complete in place and ready to use, in accordance with the construction plans and these Detailed Specifications. This shall include installation of tracer wire test stations.

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

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

## **Item 4 - 12-inch Gate Valve**

The unit bid and contract price for this item shall include but not be limited to all equipment, materials, and labor necessary to install the 12" resilient wedge gate valve complete, in place, and ready to use in accordance with Section VII of these Detailed Specifications.

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

#### **Item 5 - 1-1/4-inch Polyethylene (PE) Water Service Lateral – Moled**

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 moling installation method. This item shall include but not be limited to:

- excavate trench to tap and install corporation stops
- mole service pipe under pavement and ditches as shown on the Drawings
- provide and install new curb stop valve and cast iron service box at right-of-way
- backfill and compact trench with spoil when in ditch/grassy areas and 1 1/4" T.B. in roadway areas to 3" from the existing surface
- Provide and install a triple layer of 6-mil plastic wrapping for all metal-based fittings

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

#### **Item 6 – Asphalt Pavement Removal**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to remove and dispose of designated asphalt pavements indicated on the Drawings. This item shall include providing all labor, tools, and equipment required for the removal and legal disposal of designated pavement but not be limited to:

- pavement removal
- for pavement removal outside of the trench width, the contractor shall remove all pavement taking care to preserve the existing pavement base
- providing dust control
- cleanup of removed pavement area

This item shall be paid based on the contract unit price per square yard removed as documented by the Inspector.

#### **Item 7 – HMA Pavement, Type E-1, 19.0 mm Binder Course**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide 19.0 mm asphaltic concrete pavement binder course, Type E-1, Performance Graded Designation of PG 58-28, indicated on the Drawings. This item shall include but not be limited to:

- furnishing, hauling and placement of HMA Pavement, 19mm binder course Type E-1, Performance Designation of 58-28, in compliance with WisDOT Standard Specifications Section 460
- existing manhole frame and valve box adjustment
- cleanup

This item shall be paid based on the contract unit price per ton placed as documented by the Inspector.

### **Item 8 – HMA Pavement, Type E-1, 9.5 mm Surface Course**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide 9.5 mm asphaltic concrete pavement surface course, Type E-1, Performance Graded Designation of 58-28, indicated on the Drawings. This item shall include but not be limited to:

- furnishing, hauling and placement of HMA Pavement, 9.5mm surface course Type E-1, Performance Graded Designation of 58-28, in compliance with WisDOT Standard Specifications Section 460
- existing manhole frame and valve box adjustment
- cleanup

This item shall be paid based on the contract unit price per ton placed as documented by the Inspector.

### **Item 9 - 1-1/4 Inch Dense Graded Aggregate Base Course**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide 1-1/4" dense graded aggregate base course indicated on the Drawings. This item shall include but not be limited to:

- furnishing, hauling and placement of, 1-1/4" dense graded aggregate base course to an approximate depth of 2" in preparation for pavement
- placement and removal of aggregate ramps for access at driveways and intersections
- use for shoulder material
- water dispersion
- finish grading for pavement
- compaction
- proof-rolling
- cleanup

This item shall be paid based on the contract unit price per ton placed as documented by the Inspector.

### **Item 10 – Common Excavation**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to complete all grading aspects, not paid for under a separate item, as shown on the construction drawings. This item shall include but not be limited to:

- remove and/or reset existing culvert pipes
- removal of culvert headwalls where indicated
- ditch excavation where indicated
- removal of stumps and brush as needed
- clean up

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

#### **Item 11 – Sawcutting Existing Pavement Full Depth**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide sawcutting of existing pavements. This item shall include but not be limited to:

- layout and marking
- full-depth sawcutting
- cleanup

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

#### **Item 12 – Excavation Below Subgrade, 1-1/4 Inch Dense Graded Aggregate Base Course**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to excavate poor base materials and replace with 1-1/4" dense graded aggregate base course indicated on the Drawings. This item is intended for excavations of 18-inches or less in depth. This item shall include but not be limited to:

- provide proper equipment to perform proof rolls as needed
- excavate the existing base to depths indicated by the Engineer and haul excess material off site
- prepare subgrade by compacting
- furnishing, hauling and placement of, 1-1/4" dense graded aggregate base course to meet the existing base course elevation
- cleanup

This item shall be paid based on the contract unit price per cubic yard placed as documented by the Inspector.

#### **Item 13 – Excavation Below Subgrade, Breaker Run Base Course**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to excavate poor base materials and replace with breaker run aggregate base course indicated on the Drawings. This item is intended for excavations of greater than 18-inches in depth. This item shall include but not be limited to:

- provide proper equipment to perform proof rolls as needed
- excavate the existing base to depths indicated by the Engineer and haul excess material off site
- prepare subgrade by compacting
- furnishing, hauling and placement of, breaker run aggregate base course to meet the existing base course elevation



- cleanup

This item shall be paid based on the contract unit price per cubic yard placed as documented by the Inspector.

#### **Item 14 – Pavement Marking, Epoxy, 4-inch White Edge Line**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide 4-inch white edge line epoxy pavement marking on new pavements. Comply with WisDOT Standard Specifications Section 646. This item shall include but not be limited to:

- layout and marking
- placement of 4-inch epoxy markings and glass beads
- protection of pavement markings until safe for vehicular traffic
- cleanup

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

#### **Item 15 – Pavement Marking, Epoxy, 4-inch Yellow Broken Center Line**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide 4-inch yellow broken center line epoxy pavement marking on new pavements. Comply with WisDOT Standard Specifications Section 646. This item shall include but not be limited to:

- layout and marking
- placement of 4-inch epoxy markings and glass beads
- protection of pavement markings until safe for vehicular traffic
- cleanup

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

#### **Item 16 – Restoration of Lawns and Parkways**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to provide the restoration of all lawns, ditches, and parkways disturbed by the construction activities, complete in place and ready to use. This item shall include but not be limited to:

- providing and placing at least 4-inches of raked topsoil
- place Type C salt tolerant lawn seed by hydro-seeding, in accordance with the Standard Specifications Section 2.7.4
- place Class I Urban erosion mat on all areas of the restored lawns and ditches utilizing all biodegradable materials.
- all incidental work related to ditch and wetland restoration required by local, state,

and federal ordinances, statutes, permits, and regulations

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

#### **Item 17 – 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:

- furnishing, hauling, and placement of silt fence and wattles
- all incidental work related to erosion control 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 per lump sum as documented by the Inspector.

#### **Item 18 - Traffic Control**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install all Traffic Control as shown on the construction drawings. This item shall include but not be limited to:

- setting, maintaining, and removal of traffic control devices in accordance with the plans and specifications including flagging operations
- daily checks and maintenance
- adherence to the Manual on Uniform Traffic Control Devices, latest edition

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

**APPENDIX A**

**PREVAILING WAGE RATE DETERMINATION**

State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE:</b> 5/25/2016	
<b>PROJECT:</b>	
S. 15TH AVENUE WATER MAIN EXTENSION OAK CREEK CITY, MILWAUKEE COUNTY, WI Determination No. 201601645 [Owner Project No. 160232.40]	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
RON PRITZLAFF, UTILITY ENGINEER OAK CREEK WATER AND SEWER UTILITY 170 WEST DREXEL AVENUE OAK CREEK, WI 53154	GARY A VOGEL PE , PROJECT MANAGER BAXTER & WOODMAN INC 256 S PINE ST BURLINGTON, WI 53105
<b>ADDITIONAL CONTACT:</b>	<b>NOTE:</b> 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), Stats., 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 <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p> <p><b>ISSUED BY:</b></p> <p style="text-align: center;">Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861</p> <p style="text-align: center;">Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a></p>	

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 5/25/2016

**DETERMINATION NUMBER:** 201601645

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

**PROJECT NAME:** S. 15TH AVENUE WATER MAIN EXTENSION  
PROJECT NO: 160232.40

**PROJECT LOCATION:** OAK CREEK CITY, MILWAUKEE COUNTY, WI

**CONTRACTING AGENCY:** OAK CREEK WATER AND SEWER UTILITY

<b>CLASSIFICATION:</b>	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
<b>FUTURE INCREASE:</b>	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
<b>PREMIUM PAY:</b>	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
<b>DOT PREMIUM:</b>	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

**The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.**

**s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR"** for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

**s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.**

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

**BUILDING OR HEAVY CONSTRUCTION**

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
102	Boilermaker	30.21	21.97	52.18
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	36.74	19.26	56.00
104	Cabinet Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
105	Carpenter Future Increase(s): Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.28	20.96	56.24
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
107	Cement Finisher Future Increase(s): Add \$1.45 on 05/31/2016	32.88	19.88	52.76
108	Drywall Taper or Finisher Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	30.42	21.19	51.61
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.	35.13	23.19	58.32

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	24.73	19.69	44.42
112	Fire Sprinkler Fitter	39.66	21.11	60.77
113	Glazier Future Increase(s): Add \$.90/hr eff. 06/01/2016	34.45	18.99	53.44
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.77	23.72	54.49
117	Lather	34.13	20.61	54.74
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	35.89	18.77	54.66
121	Metal Building Erector	19.00	2.00	21.00
122	Millwright Future Increase(s): Add \$1.35/hr on 6/1/2016.	29.78	26.38	56.16
123	Overhead Door Installer	28.73	0.00	28.73
124	Painter Future Increase(s): Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	30.07	21.19	51.26
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver Future Increase(s): Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.58	27.54	58.12
127	Pipeline Fuser or Welder (Gas or Utility)	41.01	21.54	62.55
129	Plasterer	30.22	20.53	50.75



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
130	Plumber Future Increase(s): Add \$2/hr on 6/1/16; Add \$2/hr on 6/1/17.	39.62	20.12	59.74
132	Refrigeration Mechanic Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
133	Roofer or Waterproofer	29.65	18.61	48.26
134	Sheet Metal Worker	37.91	21.05	58.96
135	Steamfitter Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
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.	26.00	17.74	43.74
138	Temperature Control Installer	41.01	21.54	62.55
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic Future Increase(s): Add \$1.45 on 06/06/2016	31.59	19.60	51.19
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	30.18	17.34	47.52
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	34.47	18.70	53.17
203	Three or More Axle	20.00	18.19	38.19
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	19.15	52.17
205	Pavement Marking Vehicle	20.00	18.19	38.19
207	Truck Mechanic	20.00	18.19	38.19

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	29.01	17.39	46.40
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	14.00	11.63	25.63
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
314	Railroad Track Laborer	17.00	5.43	22.43
315	Final Construction Clean-Up Worker	29.01	17.39	46.40

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.22	19.15	54.37
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
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.	36.72	21.15	57.87

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. 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.	41.66	20.65	62.31
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	41.16	20.65	61.81
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.66	20.65	61.31

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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).	39.97	20.65	60.62
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.	38.09	20.65	58.74
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.	32.94	20.65	53.59
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	34.76	20.30	55.06
516	Fiber Optic Cable Equipment	21.00	0.00	21.00

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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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).**

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.89	18.77	54.66
105	Carpenter	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	31.44	22.39	53.83
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver	30.11	26.51	56.62
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$2.29 for bottomman; Add \$2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$5.44 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.	29.73	18.32	48.05
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	19.31	15.21	34.52
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
314	Railroad Track Laborer	17.00	5.43	22.43

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**HEAVY EQUIPMENT OPERATORS  
SEWER, WATER OR TUNNEL WORK**

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<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
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.	37.31	20.80	58.11
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.	36.36	20.80	57.16



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	33.69	21.75	55.44
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.	33.91	20.80	54.71
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	31.89	20.15	52.04
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
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.	36.72	21.15	57.87

<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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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).

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.89	18.77	54.66
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher	34.95	19.38	54.33
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	30.77	23.72	54.49
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	29.62	20.74	50.36
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
133	Roofer or Waterproofer	29.65	18.61	48.26
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	19.00	0.00	19.00
206	Shadow or Pilot Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

**LABORERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	29.01	17.39	46.40
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.51	20.63	48.14
304	Flagperson or Traffic Control Person	19.31	15.21	34.52
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53

314	Railroad Track Laborer	17.00	5.43	22.43
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**HEAVY EQUIPMENT OPERATORS  
CONCRETE PAVEMENT OR BRIDGE WORK**

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<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .	37.77	21.85	59.62

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/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. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-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 &amp; A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.27	21.85	59.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; 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 \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.27	21.85	59.12

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	21.00	0.00	21.00
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
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.	36.72	21.15	57.87
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.	36.72	21.15	57.87

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
552	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. &amp; Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Page%20doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Page doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a>.</p>	37.77	21.85	59.62
553	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb &amp; Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, 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 &amp; A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.72	21.50	58.22

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	36.72	21.50	58.22
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 \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	21.00	0.00	21.00

\*\*\*\*\* END OF RATES \*\*\*\*\*



The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. 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
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	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
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/16/2016

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***THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.***

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

## 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 most 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.

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](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."
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- 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/prevailing\\_wage\\_rate/default.htm](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.

## **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.

State of Wisconsin - Department of Workforce Development

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. 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. 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 Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. 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>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212 or 8095 NW 64 <sup>th</sup> St Miami, FL 33166	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65 <sup>th</sup> Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Bickel, Matthew	See, Peshtigo Asphalt, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brecht, Mark G	See, Ecodec, Inc					

<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>
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					

<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>
Gjolaj, Ded	See, Horizon Bros Painting Corp					
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
John's Concrete	See, Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	See, Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22 <sup>nd</sup> Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					



<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>
Peshtigo Asphalt, Inc	W3895 Track La Peshtigo, WI 54157	3/1/16	2/28/17	1	2013- 2014	None
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
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					

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

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## PREVAILING WAGE – Contractors

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

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

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

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

For more information, visit the prevailing wage website: [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](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.

## 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; or
    - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
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			
Authorized Officer Signature		Date Signed	
Corporation, Partnership or Sole Proprietorship Name			
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
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		

  

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**

## 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 (     )		

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 (     )		

**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	Zip Code
Telephone Number ( )			
Email address (if you prefer to receive your response via email)			
Fax Number (if you prefer to receive your response via fax) ( )			
Requester Signature			Date Signed

**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.

MAIL the completed request to:  
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU  
PO BOX 8928, MADISON WI 53708  
OR  
FAX the completed request to: (608) 267-4592 / DO NOT e-mail your request.  
Call (608) 266-6861 for assistance in completing this form.

## **ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION**

(This document updated July 2015)

**NOTE:** Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:  
[http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm)

<b>Topic</b>	<b>Who's affected?</b>	<b>Brief description of requirement under §66.0903 or §103.49</b>
<b>Non-applicability</b>	<b>All public entities</b>	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
<b>Non-applicability: Minor service or maintenance work</b>	<b>Local governmental units &amp; Contractors</b>	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> <li>• minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span;</li> <li>• the depositing of gravel on an existing gravel road applied solely to maintain the road;</li> <li>• road shoulder maintenance;</li> <li>• cleaning of drainage or sewer ditches or structures; or</li> <li>• any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.</li> </ul>
<b>Non-applicability: Minor service or maintenance work</b>	<b>State agencies</b>	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> <li>• minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years;</li> <li>• cleaning of drainage or sewer ditches or structures; or</li> <li>• any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.</li> </ul>
<b>Non-applicability: Supply &amp; installation contract</b>	<b>All public entities</b>	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
<b>Non-applicability: Work which a contractor or individual donates to a public entity</b>	<b>All public entities</b>	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.

<b>Topic</b>	<b>Who's affected?</b>	<b>Brief description of requirement under §66.0903 or §103.49</b>
<b>Non-applicability: Residential</b>	<b>All public entities</b>	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.
<b>Non-applicability: Residential subdivision infrastructure</b>	<b>All public entities</b>	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.
<b>Electronic certified payroll record</b>	<b>Contractors</b>	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 was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
<b>Payroll record inspection request by any person</b>	<b>Contractors &amp; Complainants</b>	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.
<b>Statewide uniformity</b>	<b>Local governmental units</b>	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.
<b>Substance Abuse Testing</b>	<b>Contractors &amp; Workers</b>	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
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> <ul style="list-style-type: none"><li>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.</li><li>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.</li></ul>