

PROJECT NO. 11102

CONTRACT SPECIFICATIONS FOR THE LAYING OF SANITARY SEWER, WATER MAIN, AND APPURTENANCES

FITZSIMMONS ROAD WATER AND SEWER

OAK CREEK WATER AND SEWER UTILITY

August 11, 2011

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Project Design & Construction Coordination Michael J. Sullivan, 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. 11102, FITZSIMMONS ROAD WATER AND SEWER, consists of constructing the following approximate quantities:

ITEM DESCRIPTION	QUANTITY
8" Sanitary Sewer, Asphalt Restoration	830 LF
Standard 4' Sanitary Manhole	4 EA
4" Sanitary Lateral	297 LF
12" Water Main, Asphalt Restoration	918 LF
12" Gate Valve	2 EA
Hydrant, Aux Valve, and Lead	3 EA
1 ¼" Water Lateral	287 LF

TIME

Proposals must be received by the office of the Utility, 170 W. Drexel Avenue, no later than **10:00 a.m., Thursday September 8, 2011**, at which time and place the proposals will be publicly opened and read aloud.

CONTRACT DOCUMENTS

Bid documents may be obtained at the Utility's website: www.water.oak-creek.wi.us under the public contracts section after August 18, 2011.

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.

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 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.

September 8, 2011

To: The Oak Creek Water & Sewer Utility Commission

Re: Bid Proposal

This proposal submitted by:

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

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.

Bidder	Address	
Phone	City, State, Zip Code	
Operating as: Sole Trader P	Partnership Corporation	
Under the laws of the State of		
By:	(Signature)	
	(Title)	
ADDENDUM RECEIPT: We ackno	owledge the receipt of Addenda	inclusive

SWORN STATEMENT OF BIDDER

PURSUANT TO SECTION 66.0901 (7) WISCONSIN STATUTES

I, being duly sworn at		(City)
I, being duly sworn at (State) that I have examined and carefully prepare	on oath, do hereby set this proposal from	state on behalf of said bidder the plans, specifications, the
work site including surface and underground checked the same in detail before submitti hereby made an integral part of this proposal	l conditions, and other ng this proposal; and	contract documents and have
By:		
By: (Signature)		
(Title)		
Subscribed and sworn to before me this	day of	, 2011.
Notary Public,	County	
State of		
My commission expires:		
Affix corporate seal below.		

INFORMATION ON SURETY (please fill out completely)

Firm		
Address, City, State, Zi	p Code	
Attorney-in-fact		
Address, City, State, Zi	p Code	
	INFORMATION ON SU	BCONTRACTORS
subcontractors. This li owner. A bid shall no performed has been on that the bidder will per	ist shall not be added to not ot be invalid if the list of nitted. The omission shall be reform the work himself. If	he approval of the said owner, the following or altered without the written consent of the subcontractors and the class of work to be considered inadvertent or a representation such an omission is inadvertent, the bidder working days from the date and time of the bid
<u>NAME</u>	<u>ADDRESS</u>	CLASS OF WORK

LIST OF DRAWINGS

SHEET NO. DESCRIPTION

11102-1A-2150 Proposed 8" Sanitary Sewer

In: E. Fitzsimmons Road From: S. Chicago Road

To: 900' West

11102-1C-2129 Proposed 12" Water Main

In: E. Fitzsimmons Road From: S. Chicago Road

To: 1,000' West

Plan sheets located at end of specifications

Schedule Two

Item No.	Item Description		Bid Quantity	Units	Unit Price	Total Price
1		dollars & cents.	830	LF		
2	Standard 4' Sanitary Manhole Unit price per each	dollars & cents.	4	EA		
3		dollars & cents .	297	LF		
4		dollars & cents.	1	EA		
5		& dollars & cents.	918	LF		
6	12" Gate Valve Unit price per each.	dollars & cents.	2	EA		
7	Hydrant & Aux. Valve Unit price per each.	dollars & cents.	3	EA		
8		dollars & cents.	22	LF		
9		dollars & cents .	1	EA		
10		dollars &	287	LF		_

BASE BID TOTAL ITEMS 1 - 10 INCLUSIVE \$_____

DETAIL SPECIFICATIONS

I. GENERAL

A. INTRODUCTION

These specifications govern the construction of water main and sanitary sewer, 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 <u>General Specifications</u> in these Detail Specifications.
- 2. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with addendums hereinafter referred to as the <u>Standard Specifications</u> in these Detail 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 <u>State Specifications</u> in these Detail Specifications.
- 4. These <u>Detail Specifications</u>.
- 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 <u>Instructions to Bidders</u> 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. In addition, the operations shall be conducted in such a manner that 1) all streets at all times shall be maintained with at least two lanes of roadway open for vehicular access, and 2) all abutting properties shall be provided with vehicular access overnight, on weekends and on holidays.

4. Haul Roads and Storage Areas

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 WARNER CABLE

The Contractor shall notify the 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:

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. 6th 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 at 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 may be performed in easements or by right-of-entry upon private lands. The requirements of Sections 1.7.13 and 1.7.14 (Pages 1-35 and 1-36) of the Standard Specifications and the special provisions of these specifications, if any, shall be adhered to.

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 Detail 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:

Kınd	<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

T7' 1

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 SANITARY SEWERS

A. MATERIALS FOR SANITARY SEWER AND SANITARY LATERAL PIPE

1. GENERAL

All sanitary sewer pipe to be used shall be either vitrified clay pipe, non-reinforced concrete pipe, reinforced concrete pipe, or polyvinyl chloride sewer pipe, unless restricted to certain type or types of pipe materials as indicated on the trench tables and/or estimate of quantities of the respective construction plans.

2. PIPE CLASS

The class of pipe to be furnished shall comply with Chapter 8 of the Standard Specifications and the trench width requirements stated in the trench tables of the respective construction plans.

Type of Pipe In Accordance with Chapter Vitrified Clay 8.4.0 (Page 8-5)
N.R.C.S.P. 8.5.0 (Page 8-6)
R.C.S.P. 8.6.0 (Page 8-7)
PVC 8.10.0 (Page 8-22)

3. PIPE JOINTS

Pipe jointing shall comply with the applicable requirements for the pipe material used in accordance with Chapter 8 (Pages 8-1-8-116) of the Standard Specifications.

4. SEWER WYES

All sanitary lateral connections shall be wyes. All sewer wyes shall comply

with the requirements of Chapter 8 (Pages 8-1-8-116) of the Standard Specifications with the added provision that the wyes shall be of monolithic or integral construction, as performed at the manufacturing plant.

5. LATERALS

Material for sanitary laterals shall be of the same type as that used for the sewer that the lateral shall be connected to unless specific approval to the contrary is granted by the Utility Engineer. All laterals shall terminate with a test tee, properly plugged with either O-ring plugs and/or expandable rubber plugs. The test tee shall remain in place after completion of the test. All sanitary laterals shall be in accordance with Part V (Chapter 5) Standard Specifications (Pages 5-1 – 5-26).

6. TESTING

It shall be the responsibility of the Contractor to instruct the supplier of sanitary sewer pipe to notify the Pittsburgh Testing Laboratory that the proper tests are to be made on the pipe. Results of such test or tests are to be included with each shipment of pipe with additional copies of such test results to be furnished to the Oak Creek Water & Sewer Utility. Costs of the original or routine tests shall be charged to the Oak Creek Water & Sewer Utility in accordance with Chapter 8.1.3 (Page 8-1) of the Standard Specifications.

7. COAL TAR EPOXY LINING

Coal tar epoxy lining for concrete pipe, where specified, shall conform to Chapter 8.7.0 (Page 8-15) of the Standard Specifications.

B. SPECIFICATIONS FOR PRECAST MANHOLE

1. GENERAL

All manholes shall be precast conforming to Chapter 8.39.0 (Page 8-81) and File No. 12 of the Standard Specifications.

2. TESTING

It shall be the responsibility of the Contractor to instruct the supplier of precast sewer manhole sections, to notify the Pittsburgh Testing Laboratory that the proper tests are to be made on the sections. Results of such test or tests are to be included with each shipment of the sections with additional copies of such test results to be furnished to the City of Oak Creek. Cost of the original or routine tests shall be charged to the City of Oak Creek, in accordance with the Chapter 8.1.0 (Page 8-1) of the Standard Specifications.

3. JOINTS

Rubber gaskets between precast manhole sections shall conform to Chapter 8.41.2 (Page 8-87) of the Standard Specifications.

C. MANHOLE FRAME/CHIMNEY WATERPROOFING

All sanitary manholes shall be provided with a frame and chimney waterproofing seal complying with either of the following methods in accordance with Section 3.5.4(f) (Page 3-53), File Nos. 12A and 32, of the Standard Specifications and in accordance with the type of manhole specified either on the construction plans or elsewhere in these Detail Specifications.

1. TYPE I - FLEXIBLE WATERTIGHT FRAME/CHIMNEY JOINTS (Standard Frame & Cover or Standard Frame & Bolted Cover)

Either of the following devices may be installed as a method to prevent water inflow into the manhole between the frame and chimney or corbel.

a. External Rubber Sleeve and Internal/External Adaptor Seal

External and internal/external rubber seals used for sealing the joint between the manhole frame and chimney or corbel/cone section shall be in accordance with Section 3.5.4(f) 1.a (Page 116a), of the Standard Specifications.

2. TYPE II - NON-FLEXIBLE WATERTIGHT FRAME/CHIMNEY JOINTS

(Standard Frame & Cover, Standard Frame & Bolted Cover, Anchored Frame & Bolted Cover or Anchored Frame & Standard Cover)

Either of the joints specified under Section 3.5.4(f) 2 (a) and (b) (Pages 3-54 - 3-55) of the Standard Specifications and on the construction plans shall be provided.

D. BEDDING MATERIALS AND BACKFILL MATERIALS

All bedding and backfill materials used shall conform to Chapter 6.43.0 (Page 8-91) of the Standard Specifications. Where "Gravel or Crushed Stone Backfill" is specified on the plans, such backfill shall consist of mechanically compacted 3/4" graded crushed limestone. The stone shall comply with the requirements of Section 6.43.7, Table 39 (Page 8-98) and the mechanical compaction shall comply with the requirements of Section 2.6.14(b)(1) (Page 2-22), both of the Standard Specifications.

E. CRUSHED STONE FOR FOUNDATION

Crushed stone for sewer foundation and water main foundation shall conform to the requirements of Section 6.43.6 (Page 8-96) of the Standard Specifications.

VIII. MATERIALS FOR WATER MAINS

A. SPECIFICATIONS FOR DUCTILE IRON WATER MAIN PIPE

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

B. SPECIFICATIONS FOR PVC WATER MAIN

- 1. All polyvinyl chloride (PVC) water pipe shall conform to the requirements of Chapter 8.20.0 of the Standard Specifications. Polyvinyl chloride pipe may be used only on water mains of 12" or smaller in size unless otherwise specified on the construction plans or herein the Detail 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 push fittings are strongly encouraged. All fittings shall conform to the requirements provided for under the Specifications for Ductile Iron Water Main Pipe of these Detail Specifications.
- 4. All polyvinyl chloride (PVC) water pipe supplied shall be manufactured by one of the following companies:
 - a. Cantex Industries (Division of Harsco Corp.)
 - b. H & W Industries, Inc.
 - c. J.M. Corporation
 - d. CAPCO
 - e. North Star
 - f. Sceptor

C. BUTTERFLY AND GATE VALVES

All butterfly valves (16" diameter and larger valves are to be butterfly valves) furnished shall be one of the following:

- 1. Clow
- 2. Dresser
- 3. Mueller
- 4. Pratt

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

All valves shall open counterclockwise.

D. VALVE BOX ADAPTORS

All valve boxes, both gate and butterfly, shall be set upon the valve with the use of an adaptor, as manufactured by Adaptor, Incorporated, or an approved equal. 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 Core-Blue, Durabolt 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. The pipe materials shall be either ductile iron or polyvinyl chloride in accordance with these Detail Specifications. All hydrant, 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 1-3/4" 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 Model 2500
- 2. Kennedy Guardian K81A
- 3. Mueller Centurian

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

G. COMPACT FITTINGS

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

H SERVICE CONNECTIONS

Direct taps will be allowed for 1 ¼" laterals. For 1½ " through 2" lateral taps into polyvinyl chloride (PVC) pipe, either a Power Seal Stainless Steel No. 3412 or Rockwell Stainless Steel No. 372 tapping saddle shall be furnished and installed. For 3" and larger service laterals, one of the following full circle stainless steel tapping saddles shall be furnished and installed. All tapping saddle and brass good materials shall be furnished by the Contractor.

- 1. JCM Model No. 432
- 2. Power Seal Model No. 3490
- 3. Rockwell Model No. 663
- 4. Romac Model No. "SST"

5. Ford Model No. "FAST"

I. BEDDING MATERIALS AND BACKFILL MATERIALS

All bedding and backfill materials used shall conform to Chapter 8.43.0 of the Standard Specifications. Backfill shall consist of mechanically compacted 3/4" graded crushed limestone (T.B.). The stone shall comply with the requirements of Section 8.43.7 and Table 39 of Standard Specifications. Mechanical compaction shall comply with the requirements of Section 2.6.14(b)(1), both of the Standard Specifications.

All water main shall have torpedo sand bedding and cover to 6" above the pipe. The sand shall comply with the requirements of Section 8.43.2(c).

J. 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. Additionally, the tracer wire shall be looped from the main through a 4 foot piece of 2" PVC pipe at the 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. Test stations shall be plain-capped valve box top section with hardwood blocking installed as noted on the plans. Tracer wire ends at existing main shall be bonded to a 8' copper ground rod driven next to the pipe.

IX. MATERIALS - GENERAL

A. CRUSHED STONE FOR ASPHALT BASE RESTORATION

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

The granular trench backfill materials may be accepted in lieu of the above if kept clean and otherwise found unobjectionable as determined by the Engineer in the field.

B. COMPOUNDS FOR ASPHALT PAVEMENT

- 1. Binder course mixture shall be grade # 2 and mixed to comply with type R-MV (35% recycled) or Superpave Type E-3, 19mm Subsection 407.3. Surface course mixture shall be grade # 4 and mixed to comply with type V-MV (virgin) or Superpave Type E-3, 9.5mm (virgin) Subsection 407.3
- 2. Asphalt delivered to the site shall arrive at a temperature of 275° plus or minus 25°. Any trucks not meeting this requirement shall be rejected.
- 3. 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 401
Tack Coat	Section 402
Plant Mixed Asphaltic Surfaces and Pavements	
General Requirements	Section 405
Asphaltic Concrete Pavements	Section 407

C. CONCRETE FOR CONCRETE PAVEMENT RESTORATION

The materials provided under this contract shall conform to the Standard Specifications Governing Concrete Pavement Construction, City of Oak Creek, Department of Engineering, March 2004, in all respects except as follows:

- 1. Air Entrainment Air entrainment shall be between 5 and 7% by volume when concrete is made with 6 sacks of cement per cubic yard of concrete, has a slump of 2" to 3", and is mixed as specified.
- 2. Air Entraining Cements and Admixtures Type IA, IIIA, or I S A cements shall be used to provide air entrainment in the concrete. When authorized by the Utility Engineer, an approved air entraining agent may be added to mix to provide the specified air content.
- 3. Concrete Strength Requirements and Tests The specified compressive strength of concrete shall be not less than 3,500 pounds per square inch when tested 28 days after placing. Continuous concrete quality and strength tests, in accordance with accepted methods, shall be performed by the City. Test cylinders shall be provided and all job tests performed by the City at no cost to the Contractor; however, the Contractor shall fully cooperate to provide the necessary concrete required for the tests.

Where high-early-strength concrete is specified, the compressive strength of the concrete shall be not less than 2,500 pounds per square inch when tested 3 days after placing.

Cylinders for strength tests shall be made in accordance with ASTM Method C31. Three cylinders shall be made for each test, and one test shall be made for each 100 cubic yards of concrete or fraction thereof placed on any day, and at least two tests shall be made for each portion of pavement constructed on a particular day.

Cylinder strength shall be determined in accordance with ASTM Method C39. One cylinder of each set shall be tested at seven days, and the other two cylinders of each shall be tested at 28 days.

D. SILT FENCE

The silt fence fabric shall meet the following specifications:

1. Grab strength: 100 lb. Minimum in any principal direction (ASTM D-1682)

- 2. Mullen Burst: Minimum 200psi (ASTM D3786)
- 3. Equivalent opening size.
 - a. between 50 and 140 for soils with more than 15 percent by weight passing No. 200 sieve.
 - b. between 20 and 50 for soils with less than 15 percent by weight passing a No. 200 sieve.
- 4. Water Flow Rate of 10 gal/min/ft² at 50MM constant head determined by multiplying permittivity in sec⁻¹ as determined by ASTM D-4491 by conversion factor of 74.
- 5. Ultraviolet radiation stability of 90%.
- 6. Fabric support netting shall be reinforced with an industrial polypropylene netting with a ¾ inch spacing or equivalent. A heavy duty nylon top support cord or equivalent is required.

X. 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 City Engineering Department. 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. 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.
- 4. On a site where a landfill license is in effect.

F. SANITARY SEWER - LINE ACCEPTANCE TESTING

1. GENERAL

It is the intention of the Oak Creek Water & Sewer Utility to secure a sanitary sewer system with the minimum amount of water infiltration. The maximum allowable rate of water infiltration shall be the limits allowed in Chapter 3.7.0 (Pages 133-142) of the Standard Specifications.

2. INFILTRATION TEST

After the sanitary sewer and appurtenances have been installed, backfilled, the sewers shall be tested for infiltration. Neither at this time nor within the guarantee period shall the rate of infiltration exceed the amounts specified. Only those infiltration tests conducted or approved by the City of Oak Creek Engineering Department shall be used to determine the compliance of the infiltration test.

3. AIR TEST

After the sanitary sewers, including appurtenances and sanitary laterals have been installed, backfilled and cleaned, the Contractor shall conduct an air test on the installed facilities. The Contractor shall install in each manhole, during construction of the manhole, a ½" diameter clear plastic tubing through the manhole wall on top of one of the sewer lines entering the manhole. The function of the plastic tubing is to provide means of determining the height in feet of ground water existing over the sanitary sewer during the air test. Upon satisfactory completion of the air test, the plastic tubing shall be removed from the hole in the manhole wall. The hole shall be fitted with a tightly fit cork plug and the manhole wall mortared at the hole after insertion of the plug. All lateral "pies" shall be properly secured against the air test pressure to prevent the "pies" from leaking air. All air tests shall be in accordance with Section 3.7.3 (Pages 135-139) of the Standard Specifications.

4. COST OF AIR TESTING

The Contractor shall furnish all labor and equipment necessary to perform air testing as described above. All costs for such tests shall be merged in the unit bid and contract price for various sanitary sewer items. All testing shall be observed by the City of Oak Creek.

G. SANITARY MANHOLE VACUUM TESTING

- 1. All sanitary sewer manholes shall be vacuum tested as described below:
 - a. Sanitary sewer manholes shall be tested for leakage immediately after installation. Lift holes shall be plugged with a non-shrink grout. Inlet and outlet pipes at manhole shall be plugged taking care to securely brace plug to avoid its being drawn into manhole.
 - b. Vacuum test equipment shall be placed at inside of top of cone section and seal inflated to 40 psi to effect a seal between vacuum base and structure. A vacuum of 10" of mercury shall be drawn and vacuum pump shut-off.
 - c. With valves closed, time shall be measured for vacuum to drop 9". Manhole integrity is acceptable if the time exceeds 60 seconds for a 42"/48" diameter manhole, 75 seconds for 60" diameter manhole, and 90 seconds for 72" diameter manhole.
 - d. If manhole fails initial test, necessary repairs shall be made with a non-shrink grout or other acceptable and approved materials. Retesting shall proceed until a satisfactory test is obtained.
 - e. Cost of equipment purchase or lease, materials, and labor necessary to conduct vacuum testing of manholes shall be included

in cost bid for sanitary manhole construction. The City of Oak Creek shall observe all testing.

H. MANHOLE FRAME/CHIMNEY JOINTS

The installation of all manhole frame/chimney joints shall be done only under the direct observation of the City Inspector and in accordance with Section 3.5.4(f) (Page 116) of the Standard Specifications and these Detail Specifications. The installation of the manhole frame/chimney joints shall comply with one of the following methods, as applicable:

- 1. TYPE "I" FLEXIBLE WATERTIGHT FRAME/CHIMNEY JOINTS (Standard Frame and Cover or Standard Frame and Bolted Cover)
 - a. External Rubber Sleeve and Internal/External Adaptor Seal In accordance with Section 3.5.4(f) (1)a (Page 116a) of the Standard Specifications.
- 2. TYPE "II" NON-FLEXIBLE WATERTIGHT FRAME/CHIMNEY JOINTS (Standard Frame & Cover, Standard Frame & Bolted Cover, Anchored Frame & Bolted Cover or Anchored Frame & Standard Cover)

In accordance with either Section 3.5.4.(f) 2 a or b (Pages 117 and 118) of the Standard Specifications.

I. SANITARY SEWER RISERS

All sanitary sewer risers shall be constructed in accordance with Chapter 3.2.26 (Pages 100-103) of the Standard Specifications

J. WATER MAIN DETAIL DRAWINGS

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

K. DUCTILE IRON WATER PIPE

The laying of ductile iron water main shall comply with Part IV of the Standard Specifications, and the following requirements:

- 1. The pipe, with two layers of polyethylene wrap shall be laid with a torpedo sand bedding and cover in accordance with Section 4.3.3 and File No. 36 of the Standard Specifications.
- 2. Backfill for all pipe sizes shall be as specified above the 6" cover line.

L. 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 10 above, the Contractor may elect to deflect the polyvinyl chloride pipe to provide the vertical location or alignment concept indicated on the construction plans. The use of this alternate must be approved by the Utility Engineer prior to installation, in particular as to clearance with other utilities, both existing and anticipated and as to compliance with maximum pipe deflection.

Pipe Diameter	Maximum Deflection per 20' Length
6"	8"
8"	6"
12"	4"

M. PESTRESSED CONCRETE PRESSURE PIPE

The manufacturer's instructions are to be followed by the Contractor in laying and jointing the pipe, and the lubricant, pulleys and appurtenances used must be furnished by or be recommended and approved by the pipe manufacturer. The water main shall have torpedo sand bedding and cover to 6" above the pipe.

When the pipes have been joined, a band shall be fastened around the joint recess and 1:2 mortar grout poured to fill the recess beneath the band in accordance with the manufacturer's recommendations

All material shall be removed from the pipe prior to laying and pipe left in clean condition. Open ends of the pipe shall be closed with acceptable pipe plugs upon suspension of the work for any reason, and a number of plugs for the purpose must be kept on hand for immediate use in case of an emergency.

N. 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.

O. WATER MAIN - PIPE DISINFECTING and FLUSHING

Disinfection shall be in accordance with Section 4.3.12, (Page 4-5) of the Standard Specifications. Disinfection shall be in accordance with AWWA 651 for Disinfecting water mains, Chlorinated water shall remain in the pipe for a minimum of 24hrs. If the water temperature is less than 41°F (5°C) it shall remain in the pipe for a minimum of 48 hours. A minimum 25 ppm chlorine residual should be found at each sampling point after the 24 hr. or 48 hr. period. If the residual is less than 25 ppm, the system shall be redisinfected using 50 ppm available chlorine in accordance with AWWA standards.

After disinfection the water main shall be dechlorinated while it is being flushed. After completing final flushing of the main, 2 separate water samples a minimum of 24 hours apart will be required for safe water sampling. After the Contractor sets up the tests and the Utility will collect samples for testing.

P. WATER SERVICE CONNECTIONS

All water service connections, including the tapping work, shall be performed by the Contractor.

Q. NOTICE TO UTILITY

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

XI. 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 Utility 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 Utility Engineer's presence during the performance of any excavation work shall not relieve the Contractor of his responsibilities hereunder.

Cost of all restoration shall be included in the various bid prices. 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 or flushing 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 will be required to place and maintain 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 4" 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. The Contractor shall be responsible for the condition of the driving surface, shoulder, and driveways until the permanent pavement is placed.

2 Permanent Payement

a. General

Permanent restoration of the street shall be made by the Contractor in strict accordance with the specifications to restore the street to its original and proper condition, or as near as may be.

The trench consolidation and the pavement subgrade preparation shall be completed prior to the replacement of the permanent pavement in accordance with Chapter 2.7.3(a) and 2.7.3(b) (Page 61) of the Standard Specifications.

b. Concrete Pavement

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

c. Asphalt Pavement

All asphalt pavement restoration shall consist of the following:

- 1) A 12" traffic bound base course installed in accordance with Section 304 (Pages 115-124) of the State Specifications, utilizing materials as specified in Section 8 of these Detail Specifications.
- 2) A 4" bituminous pavement consisting of a 2-1/2" binder course and a 1-1/2" wearing course placed on a primed base installed in accordance with Sections 401 (Pages 135-147) and 407 (Pages 168-177) of the State Specifications.
- 3) Driveways shall be 3" asphalt on 6" of T.B. limestone.

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, reseed, resod and/or replanted all established lawns damaged during the course of construction to a condition equal to or better than the condition at the commencement of his work in accordance with Type "C", Lawn Replacement of Chapter 2.7.4 of the Standard Specifications, as indicated on the construction plans or as directed by the Engineer. Mulching under Type "C" Replacement shall be in accordance with Section 627 of the State Specifications.

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.

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.

XII. 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. 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.

XIII. 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.

XIV. 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 sanitary sewer and water main in place and ready to use by December 16, 2011.
- D. The entire project, including surface restoration shall be completed no later than May 30th, 2012.

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.

XV. 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.

XVI. LIQUIDATED DAMAGES

When the work embraced in the contract is not completed within the time stated in the Detail Specifications for the sanitary sewer and water main construction, and/or for the entire work, including testing, flushing, and surface restoration, as stated, and within such extra time as

may be allowed by extensions, the Contractor shall pay to the Oak Creek Water & Sewer Utility the following sum for each and every calendar day that the time consumed in final completion exceeds the time allowed therefore, plus the engineering and inspection costs incurred during the time used beyond the allowed time:

Original Cont	Daily Charge	
From More Than	n More Than To and Including	
\$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 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.

XVII. 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. Traffic control, surface restoration and any other incidental items necessary shall be incorporated into the various bid items. The item numbers referred to below correspond to the item number in the proposal. Contractor shall refer to the items below for details of the work included.

Item 1 – 8" Sanitary Sewer

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

- saw cutting the pavement full depth
- connection to manholes
- backfill and surface restoration, as specified.
- Assisting Utility staff with GPS point collection
- Traffic control
- Erosion control

The sewer main shall be placed in the manner indicated in these Detail Specifications. Type of backfill shall be as specified in the construction plans.

Restoration of the sanitary sewer trench in pavement shall include pulverizing any existing pavement, grading, compacting, and placing 3 ½" of 12.5mm PG 58-28 asphalt in 2 lifts after saw cutting the adjoining pavement. The patch shall be the full road width where the sewer is installed. This item shall also include gravel shoulder restoration and driveway restoration. This item shall include installation and maintenance of a temporary traveled way until the permanent pavement in completed.

Lawn restoration for all properties shall be Type "C" lawn restoration. (Standard Specifications 2.7.4)

This item shall be paid based on the contract unit price per lineal foot installed as measured

and documented by the Inspector.

Item 2 – Standard 4' Sanitary Manhole

The unit bid and contract price for this item shall include all castings, materials, proper excavation, dewatering, backfilling, and work necessary to the completion of the manholes including the connection with all incoming and outgoing sewers.

Also included in this bid item shall be the cost of all equipment, materials, and labor necessary to conduct vacuum testing of the manholes as outlined in these specifications. This shall include Type 1 flexible seal.

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

Item 3 – 4" Sanitary Lateral

The unit bid and contract price for this item shall include all pipe, necessary fittings and materials, complete excavation, proper backfilling, and all work necessary for the completion of the work in accordance with these specifications.

The installation of the sanitary laterals will not require City plumbing permits.

All laterals shall conform to Part V (Pages 5-1 to 5-27) of the Standard Specifications. Backfill and surface restoration shall be as specified on the construction plans. ³/₄" T.B. backfill shall be used except ground backfill may be used in the areas beyond a point 5' off the existing road shoulders.

Lawn restoration for all properties shall be Type "C" lawn restoration. (Standard Specifications 2.7.4)

Laterals shall be installed with a slope of 1/4" per foot. It may be necessary to vary from the standard slope to clear paralleling utilities.

Item 4 – Connect to Existing Sanitary Manhole

The unit bid and contract price for this item shall include all tools, equipment, and labor necessary to provide a water tight connection to the existing manhole at the locations shown on the plans.

Payment shall be made at the contract unit price for the connection to the existing manhole.

Item 5 – 12" Water Main

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

- saw cutting the pavement full depth
- installation of tracer wire
- backfill and surface restoration, as specified.
- Assisting Utility staff with GPS point collection
- Traffic control
- Erosion control

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 in the construction plans.

Restoration of the water main trench in pavement shall be restored with 3 ½" of 12.5mm PG 58-28 asphalt in 2 lifts after saw cutting the pavement. The patch shall extend to the centerline of the road. This item shall also include gravel shoulder restoration and driveway restoration. This item shall include installation and maintenance of a temporary traveled way until the permanent pavement in completed.

Lawn restoration for all properties shall be Type "C" lawn restoration. (Standard Specifications 2.7.4)

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

Item 6 – 12" Gate Valve

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install gate valves complete in place and ready to use. All valves shall open counterclockwise. This item shall include but not be limited to:

- furnishing and installing valve boxes, covers, and valve box adaptors
- all necessary fittings
- double poly wrapping valve and adapter
- backfill and surface restoration
- Assisting Utility staff with GPS point collection

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

Item 7 – Hydrant and Auxiliary Valve

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to furnish and set a hydrant, hydrant extensions where required, and auxiliary valve, together with all work and proper backfilling, surface restoration, complete in place and ready to use, in accordance with the construction plans and these Detail Specifications. This shall include installation of tracer wire test stations.

This item shall include the hydrant and aux. valve, as shown on the plans. The hydrant, lead, and valve shall be restrained back the water main. The hydrant barrel lengths will range from 4' to 5.5'

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

Item 8 – 6" Hydrant Lead

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

- installation of tracer wire and tracer wire access box
- backfill and surface restoration, as specified.
- Assisting Utility staff with GPS point collection
- Traffic control
- Erosion control

The lead 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 in the construction plans.

Lawn restoration for all properties shall be Type "C" lawn restoration. (Standard Specifications 2.7.4)

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

Item 9 – Connect to Existing Water Main

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

- exposing existing water main to verify location, depth, and slope prior to scheduling connections and ordering material
- removal of existing plug buttress
- removal of existing plug in 22 ½° fitting
- pumps to handle water leaking past existing isolation valve
- 8' copper rod bonded to tracer wire, as directed
- backfill and surface restoration

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

Item 10 – 1 1/4" Water Lateral

The unit bid and contract price for this item shall include all equipment, materials, tapping, and labor necessary to lay a new water lateral from the water main to be installed under this contract to the property line, complete in place and ready to use including corporation, curb stop, curb stop box, and surface restoration. Direct tapping of 1½" laterals will be allowed. All surface restoration shall be as specified in other items.

Payment shall be made at the contract unit price per linear foot installed, including all bedding, backfill, compaction, saw cutting pavement, and surface restoration.

A plumbing permit is not required for the installation of the water laterals.

The lateral shall be 1 ¼" polyvinyl chloride (PVC) water pipe conforming to ASTM specifications D-2737 or 1 ¼" copper per Federal Specifications, WW-T-799, Type "K" soft and ASTM specifications B88-47 and furnished by the contractor, as shown on the plans.

All copper laterals shall have a smoothly shaped "U" bend and shall be formed in the lateral starting 6" from the corporation stop. This "U" shall be 18" high and 18" wide.

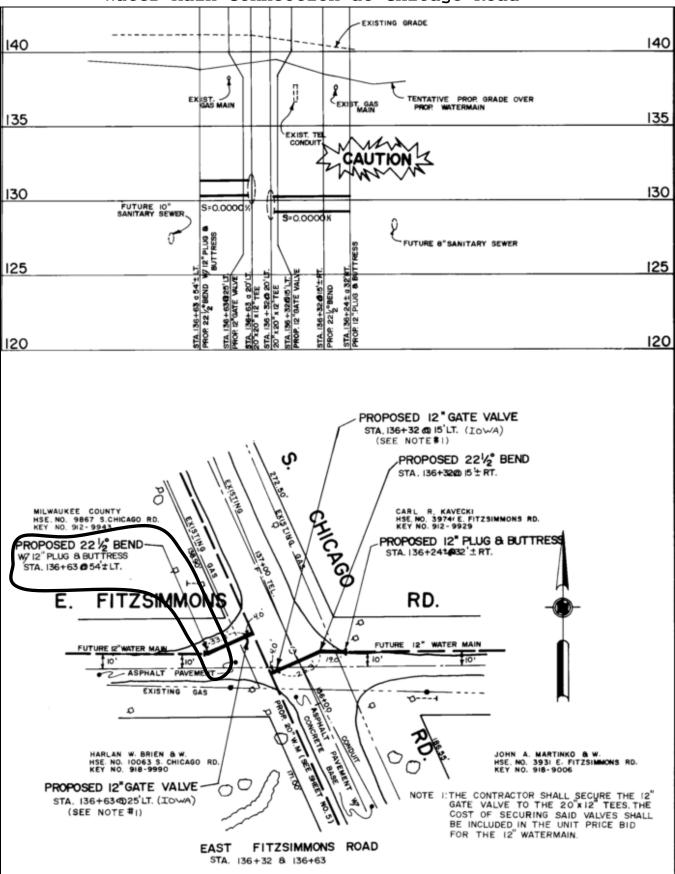
This item shall be paid based on the contract unit price per lineal foot from the corp. to the curb stop, as documented by the Inspector.

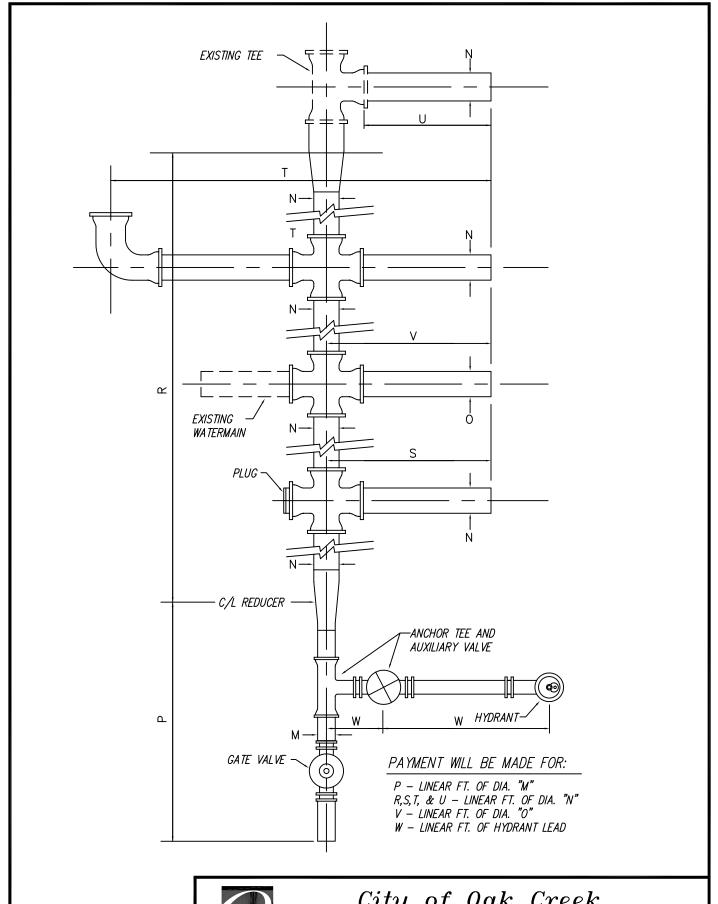
XVIII. ALLOWED EXTRAS

A. HYDRANT EXTENSION

The Contractor, when directed by the Engineer to change hydrant extensions, which may not be provided for as a bid and contract item and not shown on the construction plans, shall be compensated in the amount of \$300.00 per vertical foot, for such changes involving at least 1'.

Water Main Connection at Chicago Road







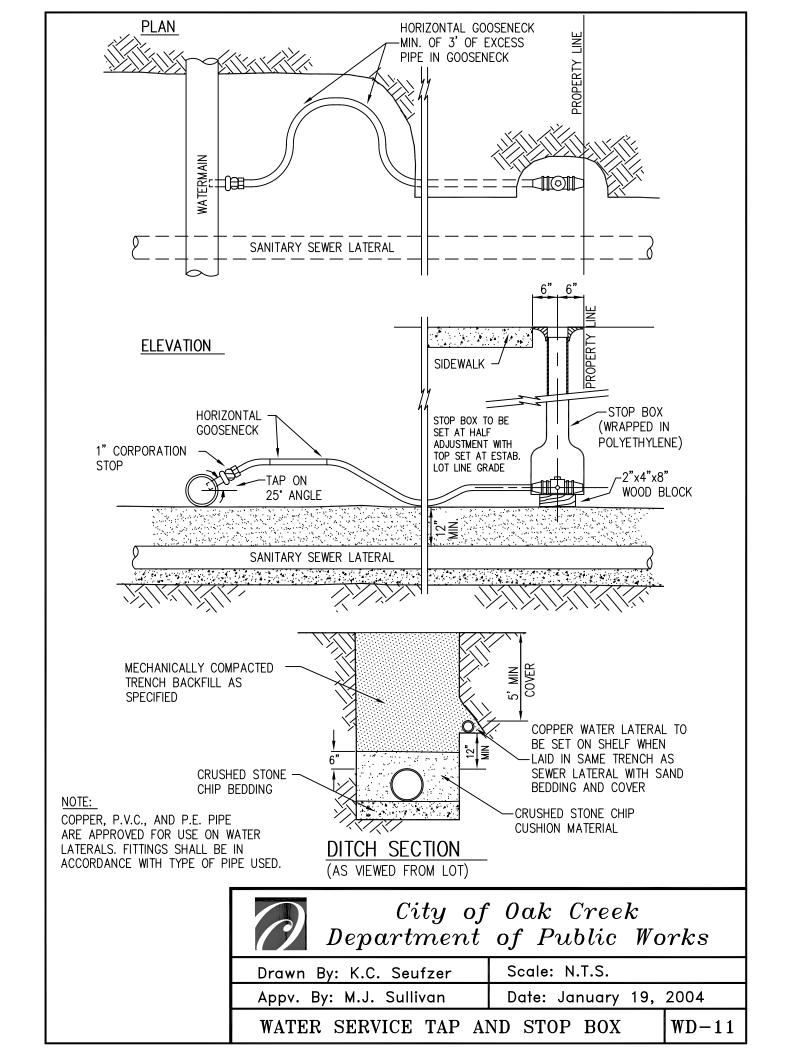
City of Oak Creek Department of Public Works

Drawn By: K.C. Seufzer Scale: Not to Scale

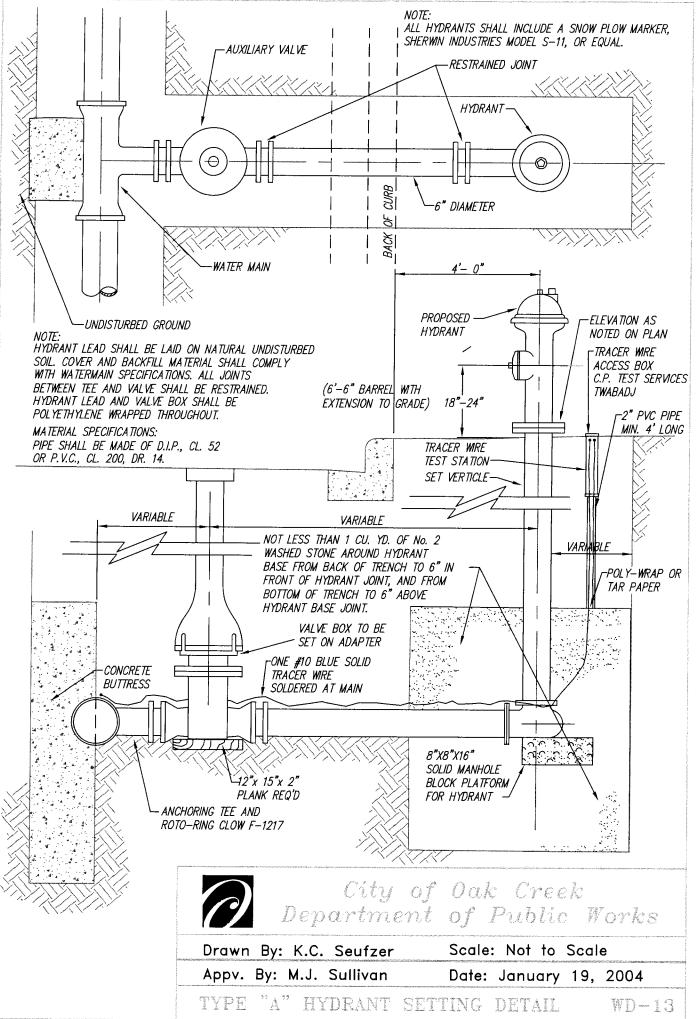
Appv. By: M.J. Sullivan Date: June 18, 1996

WATERMAIN PAYMENT DIAGRAM

WD-1







State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 FAX 608-267-3579 TTY Access via relay - 711



August 4, 2011

PAMELA BAUER - CLERK CITY OF OAK CREEK 8640 SOUTH HOWELL AVENUE OAK CREEK WI 53154 Project Number: Date Received: W-2011-0419

DNR Region:

07/28/2011

SER

WATER MAIN EXTENSION APPROVAL

Water System Name:

Oak Creek Waterworks

Engineering Firm:

City of Oak Creek Michael Sullivan

Professional Engineer: Location(s):

E. FITZSIMMONS ROAD

Condition(s) of approval:

A preconstruction conference shall be held to ensure the understanding of, and compliance with, the approved plans
and specifications, the proposed method of erosion control, the duties of the resident project representative, the
disinfection and bacteriological sampling requirements of NR 810.09(4), Wis. Adm. Code and any special
conditions listed below.

Approval constraints: The project was reviewed in accordance with s. 281.41, Wis. Stats. for compliance with Chapters NR 108, NR 810 and NR 811, Wis. Adm. Code and is hereby approved in accordance with s. 281.41, Wis. Stats. subject to the conditions listed above. This approval is valid for four years from the date of approval and is subject to the conditions listed above.

Appeal rights: If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the Department within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Lee H. Boushon, P.E., Chief Public Water Supply Section

Bureau of Drinking Water and Groundwater

cc: Michael Sullivan, Oak Creek Water and Sewer Utility, 170 W. Drexel Ave., Oak Creek, WI 53154



State of Wisconsin DEPARTMENT OF NATURAL RESOURCES 101 S. Webster Street Box 7921 Madison WI 53707-7921

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 Fax 608-267-3579 TTY Access via relay - 711



August 8, 2011

DNR PROJECT NO. S-2011-0423 DNR REGION: SER

PAMELA BAUER CLERK ACCITY OF OAK CREEK 8640 S. HOWELL AVENUE OAK CREEK, WI 53154

DNR PLAN APPROVAL for SEWERAGE SYSTEM IMPROVEMENT

Wastewater System Owner: OAK CREEK, CITY

Consultant: CITY OF OAK CREEK

Engineer:

MICHAEL J. SULLIVAN, P.E.

Date Project Received: August 8, 2011

Project Description: PLANS for SEWER

Sanitary sewer extension in East Fitzsimmons Road, consisting of

approximately 835 LF of 8-inch sewer, MMSD No. 2011083.

The proposed sewerage system improvement included in the above referenced plan submittal is hereby approved in accordance with s. 281.41, Wis. Stats., subject to the following conditions:

- 1. That a preconstruction conference be held to familiarize the contractor(s) and inspector(s) with the plans, specifications, and conditions of approval.
- 2. That a competent resident inspector be provided during the course of construction.
- 3. That erosion control methods be used to prevent siltation to lands and waterways in the vicinity of the construction activity.
- 4. That all storm and other clear water, including that from sump pumps, roof drains, cistern overflows, and building foundation drains be excluded from these approved sewers (not applicable for combined sewers).
- 5. That the improvements be installed in accordance with the approved plans and specifications, and the above conditions, or subsequent essential and approved modifications.

This approval is valid for four years from the date of approval. The Department reserves the right to order changes or additions should conditions arise making this necessary.

If you believe you have a right to appeal this decision, you may file a request for a contested case hearing pursuant to s. 227.42, Wis. Stats., or file for judicial review under s. 227.52 and 227.53, Statutes. You have 30 days after this approval is mailed to file your written request for hearing or file and serve your petition for judicial review. Your request for hearing or petition for judical review must name the Secretary of the Department as respondent. This notice is provided pursuant to s. 227.48, Statutes.

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

For the Secretary

ian Keally for. Gerald Novotny, P.E.

Plan Review Engineer

cc: Engineer

SEWRPC - No. SSE- 017-11

Debra Jensen - Milwaukee MSD

State of Wisconsin Department of Workforce Development Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 7/22/2011

PROJECT:

FITZSIMMONS ROAD WATER AND SEWER INSTALLATION OAK CREEK CITY, MILWAUKEE COUNTY, WI Determination No. 201102692 [Owner Project No. 11102]

PROJECT OWNER:	REQUESTER:
MIKE SULLIVAN, UTILITY ENGINEER OAK CREEK SEWER & WATER UTILITY 170 W DREXEL AVE OAK CREEK, WI 53154	MIKE SULLIVAN, UTILITY ENGINEER OAK CREEK SEWER & WATER UTILITY 170 W DREXEL AVE OAK CREEK, WI 53154
ADDITIONAL CONTACT:	
	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

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.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

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Web Site: http://dwd.wisconsin.gov/er/

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PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 7/22/2011

DETERMINATION NUMBER:	201102692
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 1/18/2012. If NOT, You MUST Reapply.
PROJECT NAME:	FITZSIMMONS ROAD WATER AND SEWER INSTALLATION
	PROJECT NO: 11102
PROJECT LOCATION:	OAK CREEK CITY, MILWAUKEE COUNTY, WI
CONTRACTING AGENCY:	OAK CREEK SEWER & WATER UTILITY
CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	 Time and one-half must be paid for all hours worked: over 10 hours per day on prevailing wage projects over 40 hours per calendar week Saturday and Sunday on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; The day before if January 1, July 4 or December 25 falls on a Saturday; The day following if January 1, July 4 or December 25 falls on a Sunday.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
 - 1. January 1.
 - 2. The last Monday in May.
 - 3. July 4.
 - 4. The first Monday in September.
 - 5. The 4th Thursday in November.
 - 6. December 25.
 - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
 - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
- 2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
- 3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages. 5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Ceiling Tile Installer	31.38	18.16	49.54
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.95 6/06/2011	35.53	15.92	51.45
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	29.72	15.23	44.95
108	Drywall Taper or Finisher	28.17	15.39	43.56
109	Electrician Future Increase(s): Add \$1/hr on 6/1/2011. Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013.	31.10	20.39	51.49
110	Elevator Constructor	40.46	23.33	63.79
111	Fence Erector	22.50	3.65	26.15
112	Fire Sprinkler Fitter	36.82	19.03	55.85
113	Glazier Future Increase(s): Add \$2.10/hr on 6/1/2011; Add \$2.15/hr on 6/1/2012.	32.25	15.94	48.19
114	Heat or Frost Insulator	33.28	21.37	54.65
115	Insulator (Batt or Blown)	17.11	17.69	34.80
116	Ironworker	31.31	21.79	53.10
117	Lather	31.38	16.11	47.49

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE <u>OF PAY</u> \$	FRINGE <u>BENEFITS</u> \$	<u>TOTAL</u> \$
118	Line Constructor (Electrical)	31.66	13.94	45.60
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	34.58	14.92	49.50
121	Metal Building Erector	13.00	6.86	19.86
122	Millwright	28.30	23.06	51.36
123	Overhead Door Installer	17.25	3.00	20.25
124	Painter Future Increase(s): Add \$2.10/hr on 6/1/2011; Add \$2.20/hr on 6/1/2012. 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.	28.47	16.74	45.21
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman.	28.11	23.76	51.87
127	Pipeline Fuser or Welder (Gas or Utility)	29.85	17.34	47.19
129	Plasterer	29.31	15.83	45.14
130	Plumber	37.42	17.02	54.44
132	Refrigeration Mechanic	34.41	17.59	52.00
133	Roofer or Waterproofer	28.85	14.60	43.45
134	Sheet Metal Worker	37.20	16.41	53.61
135	Steamfitter	37.21	19.04	56.25
137	Teledata Technician or Installer	24.65	15.17	39.82
138	Temperature Control Installer	35.81	16.98	52.79
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	15.05	9.43	24.48
142	Tile Setter	29.95	15.64	45.59
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.95 06/06/2011	34.30	15.47	49.77

rate.

Truck Mechanic

205

207

Pavement Marking Vehicle

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02
147	Siding Installer	36.60	15.48	52.08
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21
	TRUCK DRIVERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	26.62	17.81	44.43
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic	32.32	16.75	49.07

20.85

26.62

11.02

17.81

31.87

44.43

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
General Laborer Future Increase(s): Add \$2.25/hr on 6/1/2011. Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	27.17	15.01	42.18
2 Asbestos Abatement Worker	23.25	13.91	37.16
Landscaper Future Increase(s): Add \$1.00/hr on 6/1/2011; Add \$1.00/hr on 6/1/2012: Add \$1.00/hr on 6/1/2013; Add \$1.00/hr on 6/1/2014.	13.80	15.10	28.90
Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	18.74	14.93	33.67
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
Railroad Track Laborer	12.50	3.96	16.46
	ck Laborer	· · · · · · · · · · · · · · · · · · ·	ck Laborer 12.50 3.96

HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
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 Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated	32.32	16.75	49.07

Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).

Future Increase(s):

Add \$1.85/hr on 5/31/2011.

Premium Increase(s):

On Sunday & holidays, pay two times the hourly basic rate.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
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).	33.24	\$ 17.61	\$ 50.85
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 \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.		16.75	49.07
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90
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. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68
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.	3	18.69	50.89

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2.10/hr on 6/1/11 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. On Sunday & holidays, pay two times the hourly basic rate.	38.06	18.10	56.16
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). Future Increase(s): Add \$2.10/hr on 6/1/2011. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday & holidays, pay two times the hourly basic rate.		18.10	55.66
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). Future Increase(s): Add \$2.10/hr on 6/1/11. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday & holidays, pay two times the hourly basic rate.	;	18.10	55.16

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$2/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	36.47	18.10	54.57
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; 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; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.82	17.96	47.78
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; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.44	18.10	47.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE		
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$	
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	30.21	16.85	47.06	
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84	

SEWER, WATER OR TUNNEL CONSTRUCTION

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked <u>TRADE OR OCCUPATION</u>	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	34.58	14.92	49.50
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	32.53	18.34	50.87
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	24.09	14.48	38.57
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

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Railroad Track Laborer

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
201	Single Axle or Two Axle	21.42	5.62	27.04	
203	Three or More Axle	17.03	12.89	29.92	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85	
205	Pavement Marking Vehicle	20.85	11.02	31.87	
207	Truck Mechanic	17.03	12.89	29.92	
	LABORERS				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
301	General Laborer Future Increase(s): Add \$1.67/hr on 6/6/2011; Add \$1.73/hr on 6/4/2012. Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	26.65	15.01	41.66	
303	Landscaper	13.40	14.50	27.90	
304	Flagperson or Traffic Control Person	19.83	15.65	35.48	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50	

12.50

3.96

16.46

HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. o Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.		17.75	51.34
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; Skick Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	•	17.75	50.56

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 (Roter or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.		17.75	49.61
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 Chair		17.75	48.56

Future Increase(s):

Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.

Type Having 8-Inch Bucket & Under); Winches & A-Frames.

Premium Increase(s):

Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
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.	35.05	18.08	53.13
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	34.58	14.92	49.50
105	Carpenter	31.38	16.29	47.67
107	Cement Finisher	27.12	16.07	43.19
109	Electrician Future Increase(s): Add \$1/hr on 6/1/2011. Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013.	31.10	20.39	51.49
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
124	Painter	27.82	15.39	43.21
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	28.11	21.16	49.27
133	Roofer or Waterproofer	28.85	13.60	42.45
137	Teledata Technician or Installer	24.09	14.48	38.57
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	14.30	42.51
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	16.16	40.84
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

Mechanic.

TRUCK DRIVERS

Single Axle or Two Axle	21.42	F 00	
		5.62	27.04
Three or More Axle	13.00	13.60	26.60
Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
Pavement Marking Vehicle	20.85	11.02	31.87
Shadow or Pilot Vehicle	21.42	5.62	27.04
Truck Mechanic	13.00	13.60	26.60
	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. Pavement Marking Vehicle Shadow or Pilot Vehicle	Three or More Axle Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. Pavement Marking Vehicle Shadow or Pilot Vehicle 20.85 Truck Mechanic 13.00	Three or More Axle Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. Pavement Marking Vehicle Shadow or Pilot Vehicle 13.00 17.96 20.85 11.02

LABORERS

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY		
CODE	TRADE OR OCCUPATION	OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$	
301	General Laborer	23.34	17.30	40.64	
303	Landscaper	22.00	5.20	27.20	
304	Flagperson or Traffic Control Person	17.19	15.32	32.51	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09	
314	Railroad Track Laborer	12.50	3.96	16.46	

HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY		
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$	
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	31.97	16.96	48.93	

A-Frames.

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of 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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/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).		18.10	50.67
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type);	30.97	16.98	47.95

Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher;

Tugger (NOT Performing Work on the Great Lakes); Winches &

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (WIth or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.		16.75	49.07
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. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	30.97	16.75	47.72
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
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.	35.05	18.08	53.13
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.	32.20	18.69	50.89
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.	32.20	18.69	50.89

HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	<u>BENEFITS</u> \$	<u>TOTAL</u> \$
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.	31.97 n	17.35	49.32
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. o 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 o Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.		17.05	47.47
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Levele or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	; d r	17.75	49.27

Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 Sawer (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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27
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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

Department of Workforce Development Equal Rights Division

P.O. Box 8928

Madison, WI 53708-8928

Fax:

Telephone: (608) 266-6860

TTY:

(608) 267-4592 (608) 264-8752



State of Wisconsin **Department of Workforce Development** Scott Walker, Governor Manny Perez, Secretary John P. Conway, Division Administrator

The documents following the Prevailing Wage Rate Determination consist of 14 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

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

POST THE WHITE SHEET

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

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

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

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

Disclaimer

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

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

- (a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.
 - (b) "Alcohol" has the meaning given in s. 340.01 (1q).
- (c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.
- (d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.
- (e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.
- (f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.
- (g) "Project" mean a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.
- (2) SUBSTANCE ABUSE PROHIBITED. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).
- (3) SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED. (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:
- 1. A prohibition against the actions or conditions specified in sub. (2).
- 2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post—accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

- 3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.
- (b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.
- (4) EMPLOYEE ACCESS TO PROJECT. (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:
- 1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.
- 2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.
- (b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:
- 1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).
- 2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.
- (c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain—of—custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.
- (5) LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED. A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

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

Issue No. 53 Page 1 of 2

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

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 This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the 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 Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752

Name of Contractor	Address	Effective <u>Date</u>	Termination Date	Cause	<u>Date of</u> Violation(s)	Limitations/Deviations
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003- 2004	None
D. C. Nevels Trucking, Inc. or D. C. Nevels Trucking	3246 North Sherman Blvd Milwaukee, WI 53216	6/1/05	5/31/08	1, 2 and 4	2000- 2002	None
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/2007	1/31/2010	1 and 2	2004 and 2005	None
Keiver, David	See Custom Heating & Air LLC	12/1/06	11/30/09	1, 2 and 4	2003 and 2004	None
Nevels, Betty	See D. C. Nevels Trucking, Inc.					
Nevels, Donald	See D. C. Nevels Trucking, Inc.					
Ofstie, Darin	See Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-	None

Issue No. 53		Page 2 of 2				May 1, 2011
Name of Contractor	Address	Effective Date	<u>Termination</u> <u>Date</u>	Cause	<u>Date of</u> Violation(s)	Limitations/Deviations
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/2010	1 and 2	2005 to 2006	None
Stoller, Joseph	See Joseph Stoller Company					
Stoller, Patrick J.	See Stoller Enterprises LLC					

4 = Payroll Records.

3 = Kickback

2 = Failure to Pay Overtime

1 = Failure to Pay Straight Time

Cause Code:

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if both (A) and (B) are met.
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

Name of Business			······································	
Street Address or P O Box		City	State	Zip Code
Name of Business	Additional designation of the second of the	1	L	
Street Address or P O Box		City	State	Zip Code
Name of Business				
Street Address or P O Box		City	State	Zip Code
Name of Business			<u> </u>	
Street Address or P O Box		City	State	Zip Code
I hereby state under penalty of perjury	•	contained in this	document, is tru	ie and
accurate according to my knowledge as Print the Name of Authorized Officer	na beller.			
Signature of Authorized Officer	Date Signed			***************************************
Name of Corporation, Partnership or Sole Prop	prietorship			
Street Address or P O Box	· · · · · · · · · · · · · · · · · · ·	City	State	Zip Code

State of Wisconsin Department of Workforce Development Equal Rights Division

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.

		Project Name	
State Of	١	DWD Determination Number	Project Number (if applicable)
))SS	Date Determination Issued	Date of Contract
County Of)	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, Sol	e Proprietorship, Business,	State Agency or Lo	cal Governm	nental Unit
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Sign	ed
Signature of Authorized Officer		1011-01-01-01-01-01-01-01-01-01-01-01-01		

List of Agents and Subcontractors

Name Street Address			Name			
	······································	Street Address				
State	Zip Code	City	State	Zip Code		
		Telephone Number				
	the hold of the second of the	Name				
		Street Address				
State	Zip Code	City	State	Zip Code		
		Telephone Number				
Name Name						
Street Address			Street Address			
State	Zip Code	City	State	Zip Code		
Telephone Number Telephone Number						
Name						
Street Address						
State	Zip Code	City ,	State	Zip Code		
	and the second s	Telephone Number	en-mo-k			
		Name				
Street Address						
State	Zip Code	City	State	Zip Code		
Telephone Number				of annual control of the control of		
		Name .				
		Street Address				
State	Zip Code	City	State	Zip Code		
		Telephone Number				
	State	State Zip Code State Zip Code State Zip Code	Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City Telephone Number Name Street Address State Zip Code City State Zip Code City	State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State Telephone Number Name Street Address State Zip Code City State		

State of Wisconsin Department of Workforce Development Equal Rights Division

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.

		Project Name	
State Of	١	DWD Determination Number	Project Number (if applicable)
State Of))SS	Date Determination Issued	Date of Subcontract
County Of)55	Awarding Contractor	· · · · · · · · · · · · · · · · · · ·
County Of	aniininin vuonna vaina vaina vaina kaina kai	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 Proprie	etorship, Business, State Agency	or Local	Governmen	tal Unit
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signe	ed ;
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name			
Street Address	,		Street Address			
City	State	Zip Code	City State Zip Cod			
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 C			
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	J		Telephone Number	.1	·	

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

State of Wisconsin Department of Workforce Development Equal Rights Division Labor Standards Bureau

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]

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

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.)	ectrician, plumber, etc.)		
ÿ	, c		
ý	ġ.		
3. Employer Name (Print)	Requester Name (Print)		
Address	City	State	Zip Code
Telephone Number ()	Requester Title	on the whole the work of the whole t	
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) (ponse via fax)	

regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work 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 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

Date Signed EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU PO BOX 8928, MADISON WI 53708 MAIL the completed request to:

Requester Signature

FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**Call (608) 266-6861 for assistance in completing this form.

Department of Workforce Development Equal Rights Division

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860

Fax:

(608) 267-4592 (608) 264-8752



State of Wisconsin Department of Workforce Development Scott Walker, Governor Manny Perez, Secretary John P. Conway, Division Administrator

PREVAILING WAGE - Public Entity Project Owners

Any public works project that has a total estimated project cost of at least \$25,000 requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage laws that apply to local governmental units include §66.0903, Wis. Stats. and §66.0904, 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.

Effective January 1, 2010, a local governmental unit or state agency that has a public works project of \$25,000 or more 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
- 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."
- Tell contractors they must provide DWD certified payroll records monthly in a format that meets DWD reporting requirements.
- 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 is at least \$25,000, 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.

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit.

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

Project Owner - 03/11-JE

Department of Workforce Development Equal Rights Division

P.O. Box 8928

Madison, WI 53708-8928

Telephone: (608) 266-6860 Fax: (608) 267-4592 TTY: (608) 264-8752



State of Wisconsin
Department of Workforce Development
Scott Walker, Governor
Manny Perez, Secretary
John P. Conway, Division Administrator

PREVAILING WAGE - Contractors

Any public works project that has a total estimated project cost of at least \$25,000 requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Effective January 1, 2010, any contractor or subcontractor working on a local governmental unit or state agency's public works project of \$25,000 or more must do all of the following:

- Provide DWD certified payroll records monthly in an electronic format that meets DWD reporting requirements by the 7th day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm
- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do not appear on the "Consolidated List of Debarred Contractors."

- Notify project 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.

If a contractor or subcontractor is working on a prevailing wage project that started prior to January 1, 2010 and work on that project continues into 2010, the contractor or subcontractor must do the following:

• Effective January 1, 2010 and each month thereafter, file certified payroll records with DWD monthly in an electronic format that meets DWD reporting requirements by the 7th day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit. Again, there are provisions in this statute that apply to contractors and subcontractors.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, please call the Equal Rights Division at 608-266-6860 and ask for prevailing wage.

