



**PROJECT NO. 13103**

**CONTRACT SPECIFICATIONS  
FOR  
SANITARY SEWER LINING**

**OAK CREEK WATER AND SEWER UTILITY**

**April 17, 2013**

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

**Telephone: (414) 570 - 8210  
[www.water.oak-creek.wi.us](http://www.water.oak-creek.wi.us)**

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**April 17, 2013**

Project Design & Construction Coordination  
Ron J. Pritzlaff, P.E.  
Utility Engineer  
Phone: (414) 570-8210

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**NOTICE TO BIDDERS**

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

**PROJECT**                The work, officially known as Project No. 13103, SANITARY SEWER LINING, consists of constructing the following approximate quantities:

<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>
8” Sanitary Sewer Cured-in-Place Liner	2,000 L.F.
18” Sanitary Sewer Cured-in-Place Liner	3,200 L.F.
Traffic Control	1 LS

**TIME**                   Proposals must be received by the office of the Utility, 170 W. Drexel Avenue, no later than 9:00 a.m., Friday, May 3, 2013, at which time and place the proposals will be publicly opened and read aloud.

**CONTRACT DOCUMENTS**       Bid documents may be obtained at the Utility’s website: [www.water.oak-creek.wi.us](http://www.water.oak-creek.wi.us) under the public contracts section after April 17, 2013.

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

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

**EQUAL  
OPPORTUNITY**

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

**BID REJECTION**

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

**BID  
WITHDRAWAL**

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

## **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 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.



**SWORN STATEMENT OF BIDDER**

**PURSUANT TO SECTION 66.0901 (7) WISCONSIN STATUTES**

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Affix corporate seal below.

|

**INFORMATION ON SURETY *(please fill out completely)***

Firm \_\_\_\_\_

Address, City, State, Zip Code \_\_\_\_\_

Attorney-in-fact \_\_\_\_\_

Address, City, State, Zip Code \_\_\_\_\_

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**INFORMATION ON SUBCONTRACTORS**

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

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

**LIST OF DRAWINGS**

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Location Map
2	Proposed Sanitary Sewer Lining In: East Lakeview Drive From: 85' East of Mona Court To: 330' East of South Laverne Drive
3	Proposed Sanitary Sewer Lining In: Fut. South Clement Avenue From: East Lakeview Drive Extended To: 340' South of South Lake View Drive Extended
4	Proposed Sanitary Sewer Lining In: Easement (Fut. Clement Avenue) From: East Forest Hill Avenue To: 995' North of East Forest Hill Avenue
5	Proposed Sanitary Sewer Lining In: East Groveland Drive From: 350' West of Shepard Avenue To: South Shepard Avenue

Plan sheets located at end of specifications.

**Schedule Two**

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
1	Traffic Control (Project) Unit price per lump sum _____ dollars & _____ cents .	1	LS		
2	18" Sanitary Sewer Cured in Place Liner Unit price per lineal foot _____ dollars & _____ cents .	2510	LF		
3	Sanitary Sewer Lateral Reconnections Unit price per each _____ dollars & _____ cents .	8	EA		
4	Mobilization Unit price per lump sum _____ dollars & _____ cents .	1	LS		

**BASE BID TOTAL ITEMS 1 – 4 INCLUSIVE \$ \_\_\_\_\_**

## DETAILED SPECIFICATIONS

### I. GENERAL

#### A. INTRODUCTION

These specifications govern the Raw Water Drive Inlet Replacement, in the City of Oak Creek in the locations as shown on the plans.

All work performed and all materials supplied under this contract shall conform to the Contract Documents and to all specifications, codes, and ordinances either referred to or established by law.

#### B. APPLICABLE SPECIFICATIONS

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

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

Copies of the aforementioned General, Standard and State Specifications are on file at the Engineering Department of the Oak Creek Water and Sewer Utility for use and reference on the premises by prospective bidders and by the Contractor.

The Detailed Specifications and the construction plans cover items, corrections, deletions or additions to the applicable contract specifications and take precedence over those other parts of these specifications that may be in conflict herewith.

Any conflict between the various specifications and the construction plans shall be brought to the attention of the Utility Engineer by the bidders and/or the Contractor.



Where such conflict may exist, the Utility Engineer shall have the sole authority to exercise a decision as to the meaning of the bidding and contract documents. Reference shall also be made to the Instructions to Bidders of the bid and contract documents.

## C. CONTROL OF CONSTRUCTION OPERATIONS

### 1. Scheduling Work

The Contractor will not be permitted to start new phases of the project until previously started phases are fully completed or continuous work, in the opinion of the Utility Engineer, is being done to fully complete the previously started phases. However, the Contractor may with the approval of the Utility Engineer, start a second crew with a second foreman on other portions of the project. (Refer also to Sections 1.2.2 and 1.3.21 (Pages 1-10 and 1-21, respectively) of the Standard Specifications).

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

### 2. Maintenance of Public Safety and Convenience

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

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

### 3. Access to Properties

The Contractor shall provide for access to the properties abutting the work site area in accordance with Section 1.7.7 (Page 1-33) of the Standard Specifications. 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 TIME WARNER CABLE

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

Time Warner Cable  
5475 West Abbott Avenue  
Greenfield, WI 53220

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

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

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

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

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

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

**G. WORK IN EASEMENTS**

The work will be performed in an easement or by right-of-entry upon private lands. The requirements of Sections 1.7.13 and 1.7.14 (Pages 1-35 and 1-36) of the Standard Specifications and 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 Detailed Specification provisions.

**B. COMPENSATION INSURANCE**

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

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

The Contractor shall take out and maintain during the life of this contract, public liability, property damage, and contractual liability insurance in the following minimum amounts:

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

These policies shall protect the Contractor and any Subcontractor performing work covered by this contract from the claims and damages for personal injury, including accidental death, as well as claims for property damage, which may arise from the performance of the work or under the hold-harmless and indemnifying clauses which are a part of this contract. The said policies are to cover not only the Contractor or Subcontractor but also any other directly or indirectly employed by either of them.

**D. INSURANCE AGAINST THE FOLLOWING SPECIAL HAZARDS**

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

<u>Kind</u>	<u>Amount</u>
-------------	---------------

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

**IV. PERFORMANCE BOND AND GUARANTEE**

Where the contract is over \$10,000.00, the contractor will be required to furnish a satisfactory performance bond in the amount of 100% of the contract. The Contractor shall pay the total cost of this bond. Such bond shall be executed by an authorized surety company and shall remain in full force and effect for a period of one year after the final payment for the work to guarantee workmanship and materials. A performance bond shall not be required for public works contracts below \$10,000.00 regardless of bond requirement.

The Contractor shall agree and guarantee that the material and workmanship supplied by him shall be free from all defects, and strictly in accordance with the plans and specifications, at the time of its completion and acceptance by the municipality, and for a time of one year thereafter, the Contractor agrees to forthwith repair the same upon notification by the municipality using the same material required by these specifications. In case the Contractor shall fail to make such repairs or cause the same to be made, the Contractor agrees and guarantees to pay on demand the cost thereof, to said municipality upon the completion of such repairs, and the Contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said work in his contract, which may become a lien or a claim against the municipality.

**V. METHOD OF PAYMENTS**

Payments will normally be made monthly throughout the progress of the work, provided the work completed is substantial enough in the opinion of the Utility Engineer.

Substantial completion of the inlet replacement, concrete pavement, and 6-inch pipe underdrain construction shall be considered to include all pavement, curb and gutter, underdrain, and lawn restoration work. 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. SECTION 01112 – SUMMARY OF WORK**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. The work for this contract, includes the rehabilitation through cured in place lining of 2,510 lineal feet of 18” sanitary sewer, and reconnection of 8 sanitary service laterals. The Work also includes traffic control, CCTV inspection, sewer cleaning, and all incidentals to deliver a finished and complete lined sewer.
  
- B. Measurement and Payment:
  - 1. Work specified in this section is considered incidental and payment shall be included as part of appropriate lump sum or unit prices included in Bid Form.

#### **1.02 FORM OF SPECIFICATIONS**

- A. These Specifications are written in imperative and abbreviated form. Imperative

language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting “shall,” “CONTRACTOR shall,” “shall be,” and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Words “shall be” shall be supplied by inference where colon (:) used within sentences or phrases. Except as worded to contrary, fulfill (perform) indicated requirements whether stated imperatively or otherwise.

- B. Items of Work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. Provide Work described and comply with requirements stated in each Specification section and Drawings unless specifically assigned to other Contractors or OWNER.

### 1.03 CONTRACTS

- A. Perform Work under unit price Contract(s) with OWNER.

### 1.04 CONTRACTOR’S USE OF PREMISES

- A. Limit use of premises for Work and storage to allow for following:
  - 1. Work by other Contractors.
  - 2. OWNER occupancy.
  - 3. Public use.
- B. Conduct operations to ensure least inconvenience to general public. Coordinate use of premises with OWNER.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.
- D. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.
- E. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.
- F. Keep driveways, roads, and entrances serving premises clear and available to OWNER and public at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.

## PART 2 PRODUCTS



(Not Used)

### PART 3 EXECUTION

(Not Used)

\* \* \* END OF SECTION \* \* \*

## VII. SECTION 01330 - SUBMITTALS

### PART 1 GENERAL

#### 1.01 SUMMARY

##### A. Section Includes:

1. Procedural requirements for Work-related submittals including Construction Progress Schedules, Shop Drawings, product data, samples, operation and maintenance (O&M) data, construction photographs, schedule of values and other miscellaneous Work-related submittals.

##### B. Measurement and Payment:

1. Consider Work specified in this section incidental and include cost as part appropriate unit prices specified in Bid Form.

#### 1.02 DEFINITIONS

##### A. Submittal for Review:

1. Submittal for ENGINEER'S review in accordance with requirements of Contract Documents.

##### B. Submittal for Record:

1. Submittal for inclusion into OWNER'S records prior to Substantial Completion. Submittal will not be reviewed by ENGINEER.

#### 1.03 CONSTRUCTION PROGRESS SCHEDULES

- ##### A. No Work shall be done between 10:00 p.m. and 7:00 a.m. on weekdays and Saturdays without written permission of OWNER. No work shall be done on Sundays or legal holidays without written permission of OWNER. Emergency work may be done without prior permission.

1. CONTRACTOR shall obey the City of Oak Creek's Noise Ordinance.

- B. Night work may be established by CONTRACTOR as regular procedure with written permission of OWNER. Such permission may be revoked at any time by OWNER.
- C. Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar for each operation.
  - 2. Horizontal Time Scale: Identify first Work day of each week.
  - 3. Scale and spacings to allow space for notations and future revisions.
  - 4. Arrange listings in order of start of each item of Work.
- D. Construction Progress Schedule:
  - 1. Show complete sequence of construction by activity.
  - 2. Show dates for beginning and completion of each major element of construction and installation dates for major items. Elements shall include, but not be limited to, following:
    - a. Shop Drawing receipt from supplier, submittal to ENGINEER, review and return to supplier.
    - b. Material and equipment order, manufacturer, delivery.
    - c. Performance tests and supervisory services activity.
    - d. Sanitary sewer lining
    - e. Lateral cutouts
    - f. Subcontractor's items of Work.
    - g. Final cleanup.
    - h. Allowance for inclement weather.
    - i. Miscellaneous items.
  - 3. Show projected percentage of completion for each item as of first day of each month.
- E. Schedule Revisions:
  - 1. Every 30 days to reflect changes in progress of Work.
  - 2. Indicate progress of each activity at date of submittal.
  - 3. Show changes occurring since previous submittal of schedule.
    - a. Major changes in scope.
    - b. Activities modified since previous submittal.
    - c. Revised projections of progress and completion.
    - d. Other identifiable changes.
  - 4. Provide narrative report as needed to define following.
    - a. Problem areas, anticipated delays, and impact on schedule.
    - b. Corrective action recommended and its effect.
    - c. Effect of changes on schedules of other Contractors.

#### 1.04 PROGRESS MEETINGS

- A. CONTRACTOR shall schedule weekly meetings throughout progress of the Work as requested by OWNER.
- B. CONTRACTOR shall make arrangements for meetings, prepare agenda with copies for participants, record minutes, and distribute copies of minutes to ENGINEER, OWNER, Participants and those affected by decisions made.
- C. Attendance Required: Job Superintendent, major subcontractors and suppliers, OWNER, RPR, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems which impede planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedule.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain project schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Other business relating to Work.

#### 1.05 SHOP DRAWINGS AND PRODUCT DATA

- A. Scheduling:
  - 1. Provide submittal schedule for items of materials and equipment for which submittals are required by Specifications indicating time requirements for coordination of submittals with performance of Work. Adjust submission schedule to reflect revisions to Construction Progress Schedule and submit to ENGINEER.
  - 2. Prepare and transmit each submittal sufficiently in advance of scheduled performance of Work and other applicable activities.
- B. CONTRACTOR'S Responsibilities:
  - 1. Review Shop Drawings and product data prior to submittal.
  - 2. Determine and verify following:
    - a. Field measurements.
    - b. Field construction criteria.
    - c. Catalog numbers and similar data.

d. Conformance with Specifications.

3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Notify ENGINEER in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
5. Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval.
6. Designate in Construction Progress Schedule, dates for submittal, and receipt of reviewed shop drawings and samples.
7. Submittals received but not requested in Specifications shall be returned without review.

C. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
  - a. CONTRACTOR.
  - b. Supplier.
  - c. Manufacturer.
5. Identification of product, with identification numbers, and Drawing and Specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on Drawings and in Specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Selection of materials and/or equipment shall be indicated by circling or 'bubbling' intended selection. Highlighting is not an acceptable means of indicating selection.
10. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
11. Identification of revisions on resubmittals.
12. 8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.
13. CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.

D. Resubmittal Requirements:

1. Comply with submittal requirements.
2. Make corrections or changes in submittals required by ENGINEER. Resubmittals required until approved.
3. Identify on transmittal form submittal is resubmission.
4. Shop Drawings and Product Data:
  - a. Revise initial drawings or data and resubmit as specified for initial submittal.
  - b. Indicate changes made other than those requested by ENGINEER.

E. Distribute reproductions of Shop Drawings and copies of product data which carry ENGINEER'S stamp approval to following:

1. Jobsite file.
2. Record documents file.
3. Subcontractors.
4. Supplier or fabricator.

F. ENGINEER'S Duties:

1. Review submittals in accordance with schedule.
2. Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.
3. Return submittals to CONTRACTOR for distribution or for resubmittal.

1.06 TEST RESULTS AND CERTIFICATIONS

- A. Submit test results and certifications required in Specification sections.
- B. Submit test results upon completion of test or submittal of results from testing laboratory.
- C. Test results and certifications are submitted for review of conformance with specified requirements and information.

1.07 ACTION ON SUBMITTALS

A. ENGINEER'S Action:

1. General:
  - a. Except for submittals for record and similar purposes, where action and return on submittals required or requested, ENGINEER will review each submittal, mark with appropriate action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR without delay.

- b. ENGINEER will stamp each submittal with action stamp, appropriately marked with submittal action.
  - 2. Notification of Insufficient Information:
    - a. If information submitted is not sufficient to complete review of submittal, ENGINEER will send transmittal to CONTRACTOR notifying CONTRACTOR that additional information is required.
    - b. Submittal will not be returned. Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information.
- B. Action Stamp:
  - 1. Marking: Approved.
    - a. Final Unrestricted Release: Where submittals are marked as "Approved," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
  - 2. Marking: Approved As Noted.
    - a. Final-But-Restricted Release: When submittals are marked as "Approved With Noted Exceptions," Work covered by submittal may proceed provided it complies with ENGINEER'S notations or corrections on submittal and with Contract Documents. Acceptance of Work depends on that compliance. Resubmittal is not required.
  - 3. Marking: Not Approved.
    - a. Submittal Not Accepted: When submittals are marked as "Not Approved," do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents.
    - b. Prepare new submittal for different material or equipment supplier or different product line or material of same supplier complying with Contract Documents.
  - 4. Marking: Revise and Resubmit.
    - a. Returned for Resubmittal: When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress.
    - b. Revise submittal or prepare new submittal in accordance with ENGINEER'S notations. Resubmit without delay. Repeat if required to obtain different action marking.

## PART 2 PRODUCTS

(Not Used)

## PART 3 EXECUTION

### 3.01 SUBMITTAL REQUIREMENTS

A. Provide complete copies of required submittals as follows.

1. Construction Progress Schedule:
  - a. Two (2) copies of initial schedule.
  - b. Two (2) copies of each revision.
2. Shop Drawings and Product Data: Six (6) copies.
3. Test Results: Three (3) copies.
4. Other Submittals:
  - a. Six (6) copies if required for review.
  - b. Three (3) copies if required for record.

\* \* \* END OF SECTION \* \* \*

## **VIII. SECTION 01500 – TEMP. CONSTRUCTION FACILITIES AND UTILITIES**

### PART 1 GENERAL

#### 1.01 QUALITY ASSURANCE

- A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).
1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.
  2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.
- B. Regulatory Requirements:
1. National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.
- C. Comply with federal, state, and local codes and regulations, and with utility company requirements.

#### 1.02 MEASUREMENT AND PAYMENT

A. Payment:

1. Consider work specified in this section incidental and include cost as part of appropriate lump sum or unit prices specified in Bid Form.

## PART 2 PRODUCTS

### 2.01 WATER FOR CONSTRUCTION

- A. Water is not available at Project site. Make arrangements and pay costs to obtain suitable water.

### 2.02 SANITARY FACILITIES

- A. No sanitary facilities are available on site.
- B. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of ENGINEER'S, CONTRACTOR'S, and Subcontractor's employees.
- C. Maintain in sanitary condition and provide supply of toilet paper.

### 2.03 SECURITY

- A. Security will not be provided by OWNER.
- B. CONTRACTOR shall be responsible for loss or injury to persons or property where Work is involved, and shall provide security and take precautionary measures to protect CONTRACTOR'S and OWNER'S interests.

### 2.04 TEMPORARY PARKING

- A. Designated areas of existing parking facilities may be used for parking of construction personnel's private vehicles and of CONTRACTOR'S light-weight vehicles.

### 2.05 FIELD OFFICES AND BUILDINGS

- A. If required by CONTRACTOR, erect where designated by ENGINEER, and maintain in good condition, temporary field office, tool, and storage building(s) or trailer(s) for CONTRACTOR'S use.
1. Tool storage building(s) or trailer(s) shall be of ample size to provide space for tools and equipment.
  2. Building(s) or trailer (s) shall be neat and well constructed, surfaced with plywood, drop siding, masonite, or other similar material, well painted and void of advertisements.



PART 3 EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to ensure continuous service.
- B. Modify and extend systems as Work progress requires.

3.02 REMOVAL AND RESTORATION

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damage caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified or original condition.

3.03 DAMAGE TO EXISTING PROPERTY

- A. CONTRACTOR is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, parking lot surfacing, and other existing assets to quality prior to construction.
- B. If CONTRACTOR fails to restore property damaged during this contract, the OWNER shall have the option of having such work restored and have cost deducted from Contract price.
- C. CONTRACTOR shall have option of having OWNER contract for such Work and have cost deducted from Contract price.

\* \* \* END OF SECTION \* \* \*

**IX. SECTION 01550 – TRAFFIC REGULATION**

PART 1 GENERAL

1.01 DESCRIPTION

- A. Keep work area open to pedestrian and vehicular traffic to maximum extent practical. Provide safe passage of such traffic and continuous access for emergency vehicles.
- B. Provide, install, and maintain items such as barricades, warning signs, temporary traffic signals, temporary pavement markings, temporary fencing, and other

appurtenances required to protect pedestrian traffic, vehicular traffic, and CONTRACTOR'S own work forces during Work.

C. Remove temporary equipment and facilities when no longer required; restoration of area to original condition.

## 1.02 MEASUREMENT AND PAYMENT

A. For unit price bid for Traffic Control, furnish labor, equipment, material, and incidentals required to provide properly designed and maintained traffic control measures, according to MUTCD, State of Wisconsin and City of Oak Creek standards. Work includes designing, permitting, installing, maintaining and removing appropriate measures as required for the completion of the Work.

## 1.03 SUBMITTALS

A. Traffic Control Schedule:

1. Schedule of street and walkway closings, partial closings, and detours.
2. Submit updates as necessary to keep OWNER informed of traffic routing.
3. OWNER will review schedules and updates only for maintenance of adequate traffic patterns within and through construction areas.

- a. OWNER'S review and acceptance shall not be construed as confirming adequacy of protection measures proposed.
- b. OWNER will notify residents of construction schedules and traffic plans. CONTRACTOR shall be solely responsible for full protection of public and CONTRACTOR'S own forces.

B. Submit in accordance with Section 01330.PART 2 PRODUCTS

## 2.01 MATERIALS

A. Traffic control materials shall conform to following:

1. State Specifications.
2. MUTCD.

## PART 3 EXECUTION

### 3.01 TRAFFIC CONTROL SCHEDULE

- A. Prepare plan for pedestrian and vehicular traffic control compatible with construction procedures employed in each construction area. Incorporate construction sequencing to form continuous traffic control schedule.
- B. Include detailed descriptions of proposed procedures for pedestrian and vehicular traffic routing and protection in immediate construction area and surrounding area

during working and nonworking hours.

### 3.02 VEHICULAR TRAFFIC CONTROL

A. Provide traffic control for Work in or adjacent to streets, alleys, and highways.

B. General Requirements:

1. The exact number, location and spacing of all signs and devices shall be adjusted to fit field conditions.
2. All signs (including parking signs) inappropriate to the status of the Control Zone including pre-existing signing in the vicinity shall be covered. Temporary NO PARKING signs are to be provided by the CONTRACTOR.
3. When placing temporary pavement marking removable tape, the tape shall be cut across its width every 25 feet to limit unraveling. CONTRACTOR shall remove or cover inappropriate or conflicting lane lines. CONTRACTOR shall inspect and repair or replace temporary pavement marking on a weekly basis, or as directed by the ENGINEER.
4. The CONTRACTOR shall provide and maintain access to all property abutting the roadway and/or alley construction work throughout the duration of the Contract according to Section 01550 of the Specifications.
5. The CONTRACTOR shall provide and maintain all necessary barricades, signs, lights, temporary pavement markings, flagmen, and safety devices.
6. Roadway machinery, truck entrances, flagmen ahead, etc. signs shall be used as needed and shall be removed or covered at night or when the condition or activity does not exist. No flasher shall be use on a covered sign.
7. All signs are 48" x 48" unless otherwise noted.
8. Type III barricades shall have an equivalent width of 8 feet and Type "A" (flashing) lights.
9. The CONTRACTOR shall provide personnel to inspect and maintain the traffic control devices, furnished and installed and in proper condition.
10. The CONTRACTOR shall review all traffic signs and control devices furnished and erected for location, position, visibility, adequacy, and manner of use under specific job conditions immediately after each setup, and at least once every 24 hours and more frequently as necessary, to ensure all the signs and control devices are continuously in compliance with the specifications. Review the signs and devices from the same direction that approaching traffic views them.

11. Traffic control measures must comply with the MUTCD (Manual of Uniform Traffic Control Devices), the State of Wisconsin Standard Specifications for Highway and Structure Construction, the State of Wisconsin Facilities Development Manual, and the requirements of the City of Oak Creek.
12. For unpaved trenches and other disturbed areas in pavement: Provide flashing light barricades, Type I or II, to channelize traffic into undisturbed pavement.
13. At cross-streets and alleys: Flashing light barricades, Type III, to screen off disturbed areas in trenches.
14. Where permanent traffic signals disturbed by construction operation: Temporary signals shall have same general signaling sequence and indicator arrangement as permanent signals removed except as necessary to be compatible with construction operations.
15. Provide temporary type pavement markings on replacement pavement surfaces. Markings shall match existing marking patterns. Place markings on temporary bituminous pavements, base courses of bituminous final pavements to be left more than three (3) days without applying final courses, and final bituminous and concrete pavement surfaces.

C. During Non-working Working Hours:

1. Multi-lane Streets: One (1) lane continuously open in each direction.
2. Driveways: Open.
3. Sidewalks and Cross-Walks: Open

### 3.03 PEDESTRIAN TRAFFIC CONTROL

- A. Protect pedestrians and residents from construction operations and vehicular traffic traveling through construction area.
- B. Stockpile materials so as not to block streets, alleys, drives, sidewalks, and cross-walks.

### 3.04 TRAFFIC CONTROL FOR CONTRACTOR'S EQUIPMENT

- A. Where equipment enters or leaves public roadways, provide warning signs or barricades. In moderate and high vehicular traffic volume areas, provide flagpersons or temporary traffic signals to control traffic and aid travel of construction equipment. In moderate or high pedestrian traffic areas, provide flagpersons to control traffic.
- B. When traveling in lanes open to public traffic, CONTRACTOR's vehicles shall always move with, not against or across flow of traffic. Vehicles shall enter or leave work areas in manner which will not be hazardous to, or interfere with,

traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within right-of-way except in areas approved by OWNER.

\* \* \* END OF SECTION \* \* \*

## **X. SECTION 01570 – PROTECTION OF ENVIRONMENT**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. CONTRACTOR, in executing Work, shall maintain Work areas on-and off-site free from environmental pollution that would be in violation of federal, state or local regulations.
- B. Measurement and Payment:
  - 1. Consider Work specified in this section incidental and include payment as part of appropriate lump sum or unit prices specified in Bid Form.

#### **1.02 PROTECTION OF STORM SEWERS**

- A. Prevent construction material, pavement, concrete, earth or other debris from entering existing storm or sanitary sewer or sewer structure.

#### **1.03 PROTECTION OF AIR QUALITY**

- A. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.
- B. Do not burn trash on construction site.
- C. If temporary heating devices are necessary for protection of Work, they shall not cause air pollution.

#### **1.04 USE OF CHEMICALS**

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall be approved by U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
- B. Use and disposal of chemicals and residues shall comply with manufacturer's instructions.

#### **1.05 NOISE CONTROL**

- A. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Line storage bins and hoppers with material that will deaden sounds.

1.06 FUELS AND LUBRICANTS

- A. Comply with local, state and federal regulations concerning transportation and storage of fuels and lubricants.
- B. Fuel storage area and fuel equipment shall be approved by OWNER prior to installation. Submit containment provisions to OWNER for approval.
- C. Report spills or leaks from fueling equipment or construction equipment to OWNER and cleanup as required.
- D. OWNER may require CONTRACTOR to remove damaged or leaking equipment from Project site.

\* \* \* END OF SECTION \* \* \*

**XI. SECTION 02955 CURED IN PLACE PIPE SEWER LINING**

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Installation of cured-in-place pipe liner into existing sewer, including pipeline cleaning, obstruction removal, grinding tap protrusions, reconnection of existing active service laterals, testing, cleanup, restoration and appurtenant Work.
  - 2. Reinstatement of service lateral connections.
  - 3. Video inspection of sewers as described in Section 02538.
  - 4. Closed Circuit Televising (CCTV) Inspections as described in Section 02961.
  - 5. Flow Control of Sewer Lines as described in Section 02965.
- B. Measurement and Payment:

1. For unit prices bid per lineal foot for Rehabilitation of Existing Sanitary Sewers with Cured-in-Place Liner, furnish labor, equipment, material, and incidentals required to clean, disposal of material as a result of cleaning, CCTV the sewer line as an initial inspection which shall include active lateral verification, verification of lateral location, removal or repair of the required offset joints, protruding services, or other deflections, grinding of tap protrusions, sewage diversion, flow control, and notification to property owners, and delivery of weekly inspection logs and databases of pre- and post segment CIPP lining CCTV inspections. Complete liner insertion shall be provided and installed as specified herein and shown on Drawings and the sewer line shall be CCTV'd as a final inspection.
  - a. Include cost of site preparation.
  - b. Also include costs of incidental Work items.
  - c. Measurement shall be made at surface above pipe, on straight horizontal line along sewer from inside face of manhole wall to inside face of manhole wall. No measurement shall be made through manhole.
  - d. Include cost for CCTV (pre & post) of mainline sewer.
  
2. For unit price bid for each Reconnect Existing Sanitary Lateral furnish labor, equipment, material, and incidentals required to reinstate active service laterals.
  - a. Work includes removal of mainline sewer liner for locations of active laterals and reestablishment of service to active laterals.
  - b. No payment will be made for reconnection of inactive services.

C. PROCESS OF WORK

1. The following describes the process of the work, as required, to deliver a complete and functional liner within an existing sewer.
  - a. CCTV sewer to assess condition and ability to line sewer.
  - b. Determination, by CONTRACTOR, of ability to line sewer.
  - c. Clean and repair sewer as required to receive liner.
  - d. Install liner as required and as recommended by manufacturer.
  - e. CCTV sewer line as a final inspection.
  - f. Prepare and deliver CIPP lining report, inspection DVD's, and inspection databases.

1.03 PERFORMANCE REQUIREMENTS

A. Design Criteria:

1. Design cured-in-place liner thickness in accordance with ASTM F-1216 and following additional requirements:

- a. Assume no bonding to original pipe wall.
  - b. Depth of Cover (at Manholes): As shown on drawings.
  - c. H-20 live load.
  - d. Factor of Safety Against Buckling: 2.0.
  - e. Long-term modulus of elasticity for 50-yr design.
2. Bond between layers shall be strong and uniform. Layers, after cure, shall form one (1) homogeneous structural pipe wall with no part of tube left unsaturated by resin.

#### 1.04 SUBMITTALS

##### A. Product Data:

1. Manufacturer's literature and product certification for materials used in liner.

##### B. Miscellaneous:

1. CCTV Video tapes or discs of internal inspections prior to and upon completion of liner insertion
2. Test results.
3. CCTV inspection reports.
4. Proposed plan for bypassing sewage during liner installation.
5. Contractor's Qualification Statement and project history report (5 year minimum)

##### C. Submit in accordance with Section 01330.

#### 1.05 QUALITY ASSURANCE

##### A. Corrosion:

1. Fabricate finished liner from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including exposure to hydrogen sulfide gas.
  - a. Use chemical solution and concentrations shown in ASTM F-1216, Table X2.1, for purpose of defining chemical resistance requirements.

##### B. Manhole Connections:

1. Assure manhole connections watertight as possible considering condition of existing manholes.
  - a. Use of "Hydro-Tight" or equal seal will be acceptable.

##### C. Testing:



1. Flat plate test tube, in-plant, in accordance with F-1216.
2. Test finished liner.

#### 1.06 NOTIFICATION OF PROPERTY OWNERS

- A. 48 hours prior to lining sewer, notify residents/property owners the date the lining will occur by use of a door hanger. The door hanger shall state:
  1. When the work is being done.
  2. A statement asking the resident to refrain from using large amounts of water while the work is being done.
  3. A statement saying high water usage may result in sewerage backups into the residence.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect, store, and handle during transportation and delivery, while stored on-site, and during installation following manufacturer's recommendations.
- B. Continuously monitor liner materials during transport and storage with temperature recorder and data storage or strip printer.
- C. Provide Engineer with recorder readings before installation of liner.
- D. Material exposed to temperatures outside of manufacturer's limits will be rejected.
- E. Liner Material Found to be Defective or Damaged Due to Manufacture or Shipment:
  1. Repair following manufacturer's recommendations if Engineer deems repairable.
  2. Material not deemed repairable: Rejected, removed from Project site, and replaced at Engineer's direction.

### PART 2 PRODUCTS

#### 2.01 LINING PROCESS MANUFACTURERS

- A. Insituform.
- B. National Liner.
- C. In-Liner.
- D. Or equal.

## 2.02 CURED-IN-PLACE LINER TUBE

### A. Resin:

1. Liner Bag: Polyester resin for domestic sewage and general chemical applications.
  - a. Resin shall not contain fillers, except those required for viscosity control or fire retardance. Up to 5 percent by mass thixotropic agent which will not interfere with visual inspection may be added for viscosity control.
  - b. Resins may contain pigments, dyes, or colorants which will not interfere with visual inspection of cured liner.
2. Epoxy resin may be required by CONTRACTOR, if conditions are deemed to warrant their use.
  - a. Use of up to 40 percent, by mass, of suitable fillers may be permitted.
  - b. Epoxy resin shall be utilized for areas of corrosive or high temperatures.

### B. Reinforcing Material:

1. Non-woven needle interlocked polyester felt formed into sheets of required thickness.
2. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.
3. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
4. Polyurethane membrane used during insertion of inflation bag may be left on internal surface of liner after curing.
5. Minimum thickness of bonded polyurethane membrane and inner liner, if used, shall be 0.25 mm,  $\pm 5$  percent, and shall not affect structural dimension requirements of cured liner.

### C. Felt Content:

1. Content shall ensure cured thickness of liner as specified.
2. Thickness of cured liner to be as specified (+10%, - 4%) and shall not include thickness of polyurethane inner liner.

### D. Resin Content:

1. 10 to 15 percent by volume greater than volume of felt in liner bag.

### E. Cured liner shall conform to minimal structure standards listed:

	<b>Standard</b>	<b>Valve</b>
Tensile Stress	ASTM D 638	3,000 psi
Modulus of Elasticity	ASTM D 790	250,000 psi
Flexural Stress	ASTM D 790	4,500 psi

## 2.03 FABRICATION

A. Fabricate liner to size that when installed, will fit internal circumference of pipe, including allowances for circumferential stretching during insertion and maximum pipe out of roundness specified for complete installation.

1. Conform to ASTM F-1216.

## 2.04 CLEANING EQUIPMENT

A. Selection:

1. Equipment selected for cleaning shall be capable of removing sludge, grease, debris and other deleterious materials and obstructions from sewers without damage to existing lines.
2. Selection of equipment shall be based on conditions of sewers at Notice to Proceed and at sole discretion of CONTRACTOR to achieve removal of materials specified.

## PART 3 INSTALLATION

### 3.01 EXAMINATION

A. Examine OWNER'S DVD's before starting work.

1. OWNER has televised condition of pipe interior. CCTV work included only the sewer main and did not include any sanitary sewer laterals, with the exception of the location of the lateral.
2. The Oak Creek water and Sewer Utility CCTV inspections (in DVD format) may be picked up prior to the opening of bids at the Oak Creek Water and Sewer Utility, 170 West Drexel Avenue, Oak Creek, WI 53154.
3. The CCTV inspections include the mainline sanitary sewers. Sanitary lateral inspections consist of panning of the mainline camera to the location of the lateral. The condition of the lateral connection may be determined from the CCTV inspection, but the condition of the lateral beyond the connection point is currently unknown.

### 3.02 PREPARATION

- A. Prior to liner installation, clean grease, sludge, and other debris and deposits from line to provide proper installation of product.
- B. Remove or repair those offset joints, protruding services, or other defects deemed necessary by CONTRACTOR that would prevent insertion of liner, or as required meeting the requirements of the Specifications.
  - 1. CONTRACTOR shall make determination of removal or repair required by review of CCTV inspection tapes.
    - a. Internal taps greater than ½” for sewers 8” through 12” and internal taps greater than 1” for 12”+ sewers shall be removed.
  - 2. CONTRACTOR shall include the cost for all repairs in the price bid per lineal foot of lining as noted on the Bid Form.
- C. If CONTRACTOR determines that existing pipe is 15 percent or more out of roundness, notify ENGINEER of condition of pipe prior to redesign of liner.
- D. Sewage Diversion and Flow Control:
  - 1. Provide for flow of sewage around sections of pipe to be lined.
    - a. Pump or diversion lines shall be of adequate size and capacity to handle flow.
    - b. Coordinate diversion operations with OWNER.

### 3.03 SEWER CLEANING

- A. Material Removed:
  - 1. Remove sludge, grease, debris and other solid or semi-solid material resulting from cleaning operations in sewer at downstream manhole for a given segment of sewer. Do not pass material from upstream sewer segment to next downstream sewer segment.
  - 2. If hydraulic cleaning equipment is used, construct weir or dam in downstream manhole to trap solids for removal for each given segment.
  - 3. OWNER or OWNER’S representative may inspect the CCTV tapes or discs prior to any cleaning operations. CONTRACTOR shall not begin cleaning operations until a one (1) week period has elapsed from the completion of the CCTV inspections to allow OWNER or OWNER’S representative adequate time to view and comment on the findings of the CCTV inspections.
  - 4. Remove material resulting from cleaning operations from site on daily basis.
  - 5. CONTRACTOR shall be responsible for the transportation and disposal of material resulting from cleaning operations to a landfill or other site that

meets applicable local, state, and federal regulations. CONTRACTOR shall include in their unit price costs for disposal permits and any associated testing fees.

B. Protection During Cleaning Operations:

1. Protect sewer and manholes from damage during cleaning operations.

3.04 INSTALLATION

A. General:

1. Conform to ASTM F-1216 and as specified.

B. Preparation of Sewer:

1. Clean sewer according to Section 02961.
2. Remove any standing water from sewer to allow a good bond between the liner and the sewer.

C. Preparation of Liner:

1. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum impregnated prior to installation. Allow ENGINEER to inspect materials and "wet out" procedure prior to installation.
2. Use resin and catalyst system compatible with this installation method. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness specified.
3. Impregnate liner tube with resin not more than 24 hrs before proposed time of installation and store liner tube out of direct sunlight at temperature less than 40°F (4°C).
4. Transport resin impregnated liner to site, immediately prior to inversion, in suitable light-proof container with temperature maintained below 40°F (4°C).
5. Transportation to site shall be accomplished by means of a refrigerated truck or other technology to maintain specified resin temperature.

D. Insertion of Liner:

1. Insert liner through an existing manhole or other access by means of an inversion process and application of hydrostatic head or air pressure sufficient to fully extend liner to next designated manhole or termination point or by means of winching liner through last pipe to next designated manhole or termination point. Lubricant may be used.

E. Curing Liner:

1. After insertion is complete, provide heat source and water recirculation or air inversion equipment to uniformly raise temperature above temperature required to effect cure of resin.
2. Monitor temperature of incoming and outgoing water supply. Monitor temperature between impregnated liner and pipe invert at remote manhole to determine temperatures during cure. Water or air temperature in sewer during cure period shall be as recommended by resin manufacturer.
3. Initial cure shall be complete when inspection of exposed portions of liner reveals liner to be hard and sound and remote temperature sensor indicates that temperature is of magnitude to realize an exotherm. Cure period shall be of duration recommended by resin manufacturer, as modified for lining process.
4. Cool hardened liner to temperature below 100°F before relieving static head in inversion standpipe. Cool down by introduction of cool water into inversion standpipe to replace water being drained from downstream end. Care shall be taken in release of static head so that vacuum will not be developed that could damage newly installed liner.

F. Finished Liner:

1. Liner shall be continuous over entire length of inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
2. During curing process, gauge water tightness under positive head.
  - a. Rate of Exfiltration: Not greater than 200 gal per day per in. dia. per mile.
3. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15 percent.

### 3.05 CONNECTIONS

A. Service Lateral Connections:

1. Locations:
  - a. Determine active service lateral connection locations from CCTV inspection video tapes and by direct measurement.
    - i. Use steel tape for measuring distances.
    - ii. Reference connection location measurements from inside face of manhole wall.
2. Reinstatements:

- a. Reinstall and reconnect service laterals unless lateral connection is determined by CONTRACTOR and/or OWNER or OWNER'S representative to be either inactive or abandoned.
- b. Determination of lateral status shall be based on the Oak Creek water and Sewer Utility's GIS database and previous sewer CCTV inspections, completed by the Oak Creek Water and Sewer Utility.
- c. Reconnect service laterals from within pipe using cutting device that re-establishes service for minimum of 95 percent of flow capacity.
- d. Liner shall be sufficiently tight so there is no annular space between connection and liner.

B. Manhole Connections:

- 1. Provide watertight seal between sewer pipe and liner pipe.

3.06 FIELD QUALITY CONTROL

A. Liner Thickness:

- 1. Cured liner thickness shall not be more than 5 percent less than thickness specified.

B. Felt and Resin Content of Liner:

- 1. Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
- 2. Calculate resin to felt ratio by weight.
- 3. Ratio shall fall in range 1.10:1 to 1.15:1.

C. Testing:

1. Tensile Strength:

- a. Test in accordance with ASTM D 638.
- b. Specimens tested shall be actual thickness of fabricated liner.
- c. Do not machine specimen on surface.
- d. Tensile strength shall be average of 5 specimens tested.

2. Flexural Stress and Modulus of Elasticity:

- a. Test in accordance with ASTM D 790.
- b. Specimens tested shall be actual thickness of fabricated liner.
- c. Do not machine specimen on surface.
- d. Make test with smooth (inner) face in compression using 5 specimens.

D. Examination:

1. Per Section 02961 – Cleaning and Televising of Sewer Lines and the following:
2. After the work is completed, the CONTRACTOR will provide the OWNER with an electronic picture and recorded data (CCTV electronic database on DVD or hard drives) identifying the location and showing the completed work and restored condition of all the rehabilitated sewers.

\* \* \* END OF SECTION \* \* \*

## **XII. SECTION 02691 CLEANING AND TELEVISIONING OF SEWER LINES**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

##### **A. Measurement and Payment:**

1. Measurement and payment for work described in this section is incidental to the CIPP liner installation and shall comply with Section 02955.

#### **1.02 DEFINITIONS**

- ##### **A. Term "clean" as used in specifications shall be defined as sufficiently removing all internal debris out of the sewer to render sewer line capable accepting installation of a cured-in-place liner in accordance with the lining process manufacturer's recommendations.**

#### **1.03 SUBMITTALS**

##### **A. Test Reports:**

1. Televising Logs:
  - a. Include stationing, location of house services, sections of scheduled rehabilitation prior to CIPP lining, and type of defect sealed after CIPP lining.
  - b. Color DVDs or external hard drives, two (2) copies of both inspections, prior to and after lining.
2. Cleaning reports.
3. Flow Measurement Logs:
  - a. Date, time, street location, sewer segment and flow measurements "before" and "after".

##### **B. Miscellaneous:**



1. Equipment to be used.
2. Proposed methodology of cleaning.

C. Submit in accordance with Section 01330.

#### 1.04 QUALITY ASSURANCE

A. Installing CONTRACTOR'S Qualifications:

1. Workmen shall be experienced and skilled in use of equipment used.

#### 1.05 BACKGROUND INFORMATION

A. Previous CCTV Inspections

1. The CONTRACTOR may view CCTV inspections of the sewers to be lined. DVD's are available for pick up at the Oak Creek Water and sewer Utility. The CONTRACTOR is not required to view CCTV inspections in order to provide a Bid on this project. The office is open Monday through Friday, from 7:30am to 4:30pm.

### PART 2 PRODUCTS

(not used)

### PART 3 EXECUTION

#### 3.01 PREPARATION

- A. Perform cleaning only when depth flow in sewer line is at or below 1/3 of pipe diameter. When depth of flow in sewer line is above 1/3 of pipe diameter, utilize flow control methods as specified in Section 02965, before cleaning is performed.

#### 3.02 CLEANING

- A. Clean with high pressure hydraulic cleaning equipment or mechanical cleaning equipment followed by hydraulic cleaning.
- B. High Pressure Hydraulic Equipment:
1. Equip mechanical equipment with belt booster clutch or overload clutch so that pipe will not be damaged. Do not use equipment of direct drive type.
  2. Do not operate hydraulic equipment under "head of water" unless written approval is obtained from ENGINEER.

3. Hydraulic cleaning equipment shall be capable of producing flows from fine spray to solid stream and shall have selection of two or more high pressure nozzles approximately 2,000 psi.
4. Chain whips and flails shall be allowed.

C. Disposal of Debris:

1. Place sludge, dirt, sand, gravel, roots, grease and other debris resulting from cleaning operation in suitable container and legally dispose.
2. Do not dump or pump sewage or materials removed from sewer into streets or into water courses, ditches, catch basins or other drains or sewers.
3. Do not permit solids to go downstream.
4. CONTRACTOR shall be responsible for all costs resulting from handling, transporting and disposing of any and all debris resulting from cleaning operations.

D. Prepare report of cleaning.

### 3.03 COLOR TELEVISION INSPECTION

- A. Inspect one (1) section at a time and isolate section being inspected from remainder of sewer system.
- B. Perform television inspection when depth of flow in sewer line is at or below  $\frac{1}{4}$  of pipe diameter. When depth of flow in sewer line is above  $\frac{1}{4}$  of pipe diameter, utilize flow control methods as specified in Section 02965, before television inspection is performed.
- C. Television Camera shall meet the requirements of the following:
  1. Specifically designed and constructed for inspection of sewer lines.
  2. Lighting for camera shall be suitable to allow clear picture for entire periphery of pipe.
  3. Camera shall be operative in 100 percent humidity conditions and have minimum of 600 line-resolutions, both horizontal and vertical. The image pick-up device shall contain in excess of 379,000 picture Elements (pixels). Scanning shall be 525 lines, 60 fields, 30 frames, interlaces 2:1 - NTSC color standard. The camera shall be equipped with a remote iris to control the illumination range for an acceptable picture between 3 and 10,000 Lux. Geometrical distortion of the image shall not exceed one percent.
  4. Picture quality and definition shall be to satisfaction of ENGINEER and if unsatisfactory, remove equipment and replace with equipment performing satisfactory quality.
  5. The television inspection equipment shall have an accurate footage counter which displays on the monitor and storage media the exact distance of the camera from the starting manhole centerline. The lighting system shall be adequate for quality pictures. The camera shall

be the remotely operated pan and tilt type. The rotating camera and lighthouse configuration shall provide 240 degrees of pan and tilt angle measuring centerline to centerline and 70 degree lens viewing angle.

6. A high intensity lighting system shall be furnished to provide the proper illumination to inspect down the pipe, along the pipe crown, sidewalls and laterals while using the camera. The lighting system shall be designed for inspecting connections, pipe walls and pipe joints at distances up to 5 ft.
  7. The color camera shall be equipped with the necessary circuitry to allow for remote adjustment of the optical focus, iris, and zoom from the power control unit at the viewing station. In general, the camera shall be mounted on a transport platform which will keep it above water. Use of a raft is not encouraged but will be accepted in cases where the CONTRACTOR believes other means are not practical. If a raft is utilized, means must be employed to keep the raft centered in the pipe, to the maximum extent practical.
- D. Move camera through line from upstream to downstream, unless unavailable, performing uniform slow rate by means of cable winches located at manholes on each side of section being televised.
- E. Means of communications shall be set up between two (2) winches and monitor control. Photographic pictures shall be taken of television monitor when required by ENGINEER.
- F. Where deficiencies and leaks are noted, stop camera to observe condition, record information and take photographs.
- G. The DVD video shall be chaptered by section, allowing immediate viewing of a specific section of sewer. A section of sewer is defined as the length of sewer from manhole to manhole, without an intermediate manhole.
- H. DVD's shall be named by type of service and chronologically within each service, starting with 1. Services include sanitary, storm and storm inlet leads. The label on the DVD shall include the type of service, name of the OWNER, CONTRACTOR, ENGINEER, the Project #, date of inspection, and date of delivery.
- I. Provide a Microsoft Access, Office 2007 release or sooner, database of the CCTV inspections.
1. The database information shall include:
    - a. Type of Service (Sanitary).
    - b. Upstream and downstream manhole numbers, according to the numbering convention from the Oak Creek Water and Sewer Utility.
    - c. Direction of survey.

- d. Size, material and joint spacing for mainline sewer.
  - e. Size, location and condition of service connections to the sewer, including point of entry of service connections via clock system.
  - f. Pipe defects, according to PACP terminology.
  - g. Date and Time of Inspection.
  - h. Observed running leaks, observed continuously running service connections, bad joints, sags in pipes, and other evidence of potential problems.
2. The database shall be sorted in ascending order, by the following hierarchical order of importance:
- a. Type of Service (Sanitary).
  - b. Upstream and downstream manhole numbers, according to the numbering convention from the Oak Creek Water and Sewer Utility.
  - c. Size of mainline sewer.
  - d. Material of mainline sewer.
  - e. Pipe defects, according to PACP terminology.
- J. Prepare television inspection logs, on paper format, based on television inspection of sewer line. Include identification of section of pipe and pipe size, location of reference points, point of entry of service connections via clock system, observed running leaks, observed continuously running service connections, bad joints, sags in pipes, and other evidence of potential problems.

### 3.04 FINAL ACCEPTANCE

- A. Final acceptance of sewer line cleaning shall be made upon completion of television inspection. Final acceptance is based on sewer's ability to carry 95 percent of its original capacity and accept installation of a CIPP liner.

\* \* \* END OF SECTION \* \* \*

## **XIII. SECTION 02965 – FLOW CONTROL OF SEWER LINES**

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Measurement and Payment:

- 1. Measurement and payment for work described in this section is incidental to the liner installation and shall comply with Section 02955.

### PART 2 PRODUCTS

(Not Used)

## PART 3 EXECUTION

### 3.01 GENERAL

- A. When depth of flow in sewer line is above maximum allowable set forth for work being performed, one (1) or more of following methods of flow control shall be used:
  - 1. Plugging or Blocking:
    - a. Insert sewer line plug into sewer lines(s) at manhole upstream from section in which Work is to be performed.
    - b. Design plug so that all or any portion of sewage flow can be released.
  - 2. Pumping and Diverting:
    - a. When pumping or diverting is required, divert flow of sewage around section in which Work is to be performed.
    - b. Perform diversion pumping during working hours. Reconnect gravity sewers at end of each day.
- B. Conduct Work so as to not cause excessive surcharging of sewerage system and cause damage to sewerage system, its connection and apparatus. Repair damage caused by CONTRACTOR'S operations.

\* \* \* END OF SECTION \* \* \*

## XIV. RESTORATION IN THE WORK AREA

### A. GENERAL

Upon completion, 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 placement of topsoil, seed, fertilizer and mulch on grass areas and incidental pavement repair of adjacent streets and driveways. Final payment for any construction work will not be made until this restoration has been completed and accepted.

Acceptance or approval of any work by the Utility Engineer shall not prevent the Utility from asserting a claim against the Contractor and his surety under the surety bond required hereunder for incomplete or defective work if discovered within twelve 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.

Included in the restoration shall be any damage to drainage ways and culverts. The Contractor is required to implement erosion control techniques where necessary.

**B. INTERIM RESTORATION**

Under the interim restoration, the Contractor shall provide for:

1. Furnishing and placing crushed stone in all settlements, potholes, and temporary excavations, and for temporarily ramping for vehicular access at driveways and project limits.
2. Shaping the surface as required providing adequate drainage and safe conditions for vehicular traffic.
3. Apply such liquid materials for dust control or solidification of the surface as approved by the Engineer.

Such restoration and maintenance shall be the responsibility of the Contractor and shall be considered incidental to the various bid items and contract price.

**C. RESTORATION OF GRAVELED SURFACES**

The Contractor shall be required to restore all graveled surfaces, which were disturbed during construction, with traffic bond granular materials. Materials and installation shall conform to Section 305 of the State Specifications.

**D. RESTORATION OF LAWNS, GRASS AREA AND DITCH**

The Contractor shall be required to repair, re-seed, and/or replant all established lawns damaged in public right-of-way or easements 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 unless otherwise specified in these specifications.

**E. 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 work covered by the contract, the Utility Engineer 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.

## **XV. 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 Utility Engineer will make an inspection of the work during the progress of final cleaning and repairing and the Contractor shall keep any work so inspected clean until the final inspection by the Engineer and the acceptance of the entire work. When the Contractor has finally cleaned and repaired the work, he shall notify the Engineer that he is ready for final inspection and the Engineer will thereupon inspect the work.

If the work is not found satisfactory, the Utility 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 Utility 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).

The routing of all "punch lists" on remaining items that require attention shall be between the Utility Engineer and the Contractor or his authorized project coordinator.

## **XVI. 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.

### **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 that exist throughout the area. These corners will be located and marked by the City upon request by the Contractor prior to commencing his work. The City shall replace any such damaged corners 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.

## **XVII. 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 Lining within 60 calendar days.
- D. Completion of the surface restoration within an additional 5 calendar days.
- E. The entire project, including surface restoration shall be completed no later than August 13, 2013.

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.

## **XVIII. 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 extra work or supplemental contract work added to the original contract, fires, strikes, floods, accidents and unreasonable delays in receiving ordered materials and equipment.

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.

## **XIX. LIQUIDATED DAMAGES**



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

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

Completion of the work under this contract on the specified time schedules is necessary and vital to the Utility. Failure to complete the project on or before specified working days or calendar dates will result in loss of revenues, loss of timely use of the proposed facilities, delays, and possibly inflated costs for related or subsequent improvement installations, detrimental to the economic development of the City and Utility, as well as the additional cost of engineering expenses which will be required to be paid by the Utility.

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

**XX. EXTRA WORK**

Any work that is determined to be necessary by the Utility that is not covered under the construction contract shall be arranged for through a Utility-initiated contract change order and shall be administered in accordance with Section 109.4 of the State Specifications.

## **XXI. PROJECT INSPECTION**

The contractor will be allowed to work only while there is an inspector at the site. Contractor must notify the Utility Engineer (Ron Pritzlaff at 570-8210) at least one day prior to commencing with any of the work under this contract. A construction inspector will be provided 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).

**ISSUE DATE:** 4/17/2013

**PROJECT:**

2013 SANITARY SEWER LINING  
OAK CREEK CITY, MILWAUKEE COUNTY, WI  
Determination No. 201301134 [Owner Project No. 13103]

**PROJECT OWNER:**

RON PRITZLAFF, UTILITY ENGINEER  
OAK CREEK WATER AND SEWER UTILITY  
170 WEST DREXEL AVENUE  
OAK CREEK, WI 53154

**REQUESTER:**

RON PRITZLAFF, UTILITY ENGINEER  
OAK CREEK WATER AND SEWER UTILITY  
170 WEST DREXEL AVENUE  
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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QJÙWÒÖÁÖYKÁ  
===== Equal Rights Division  
Labor Standards Bureau  
Construction Wage Standards Section  
PO Box 8928 Madison, WI 53708-8928  
(608)266-6861

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: 4/17/2013

**DETERMINATION NUMBER:** 201301134

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

**PROJECT NAME:** 2013 SANITARY SEWER LINING  
PROJECT NO: 13103

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>BUILDING OR HEAVY CONSTRUCTION</b>
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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.

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

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

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

**TRUCK DRIVERS**

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



**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	28.82	16.11	44.93
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	11.00	3.97	14.97
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.69	16.03	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03
315	Final Construction Clean-Up Worker	28.82	15.61	44.43

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a 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 \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.82	17.60	51.42

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.52	17.60	51.12
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.52	17.60	51.12
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	39.16	19.10	58.26
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	38.66	19.10	57.76
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	38.16	19.10	57.26

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	37.47	19.10	56.57
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.82	17.60	51.42
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.44	19.10	49.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015	32.26	17.95	50.21
516	Fiber Optic Cable Equipment	20.00	7.88	27.88

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

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**SKILLED TRADES**

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

**TRUCK DRIVERS**

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

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	28.95	16.11	45.06
303	Landscaper	26.92	12.51	39.43
304	Flagperson or Traffic Control Person	23.55	13.45	37.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
521	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/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.</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p> <p>Premium Increase(s): Add \$.50/hr for &gt;200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton &amp; Over.</p>	35.12	18.46	53.58
522	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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. &amp; Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	35.36	19.15	54.51
523	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/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 &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; 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).</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	34.41	19.15	53.56

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Premium Increase(s): Add \$.25/hr for operating tower crane.	31.96	19.15	51.11
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90



<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

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

**TRUCK DRIVERS**

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

**LABORERS**

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

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

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	34.22	19.90	54.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a>.</p>	33.96	19.90	53.86

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.02	17.60	50.62
546	Fiber Optic Cable Equipment.	20.00	7.88	27.88
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	39.16	19.10	58.26
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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 Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	32.67	18.44	51.11
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	20.00	7.88	27.88

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

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



Scott Walker, Governor  
 Reginald J. Newson, Secretary  
 Joe Handrick, Division Administrator

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

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

09/01/12

## **POST THE WHITE SHEET**

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

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

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

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



## Disclaimer

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

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

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

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

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

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

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

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

(g) "Project" 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.

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

September 1, 2012

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

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

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

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

## Disclosure of Ownership

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

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

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

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

### Other Construction Business

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

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

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

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



## List of Agents and Subcontractors

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

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

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

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

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

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

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

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

## List of Agents and Subcontractors

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

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



## Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

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

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

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

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

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



Scott Walker, Governor  
Reginald J. Newson, Secretary  
John P. Conway, Division Administrator

## PREVAILING WAGE – Public Entity Project Owners

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

### Thresholds

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

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

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

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

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

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

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

[http://dwd.wisconsin.gov/er/prevaling\\_wage\\_rate/pw\\_online\\_determinations.htm](http://dwd.wisconsin.gov/er/prevaling_wage_rate/pw_online_determinations.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.”
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

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

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

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

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



Scott Walker, Governor  
Reginald J. Newson, Secretary  
John P. Conway, Division Administrator

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## PREVAILING WAGE – Contractors

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

Effective July 1, 2011, any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

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

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

## SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:  
[http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm)

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

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

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

Topic	Who's affected?	Brief description of requirement under §66.0903, §103.49 or §103.50
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> <li>1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</li> <li>2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</li> </ol>
Annual Prevailing Wage Survey	All public entities	When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency.
Prevailing Wage Rates	DOT & Contractors & Employees	For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holidays and shift differentials based on the time of day or night when work is performed.

The 2009-2011 State budget bill (2009 Wisconsin Act 28) created a new prevailing wage law (§66.0904, Wis. Stats.) for PUBLICLY FUNDED PRIVATE CONSTRUCTION PROJECTS effective January 1, 2010. The current 2011-2013 State budget bill (2011 Wisconsin Act 32) REPEALS this law. So the publicly funded private construction projects law only applies to projects that awarded the prime contract during the period January 1, 2010 through June 30, 2011.



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

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

**SINGLE-TRADE THRESHOLD**

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

The single trade threshold is \$48,000.

**MULTIPLE-TRADE THRESHOLDS**

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

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

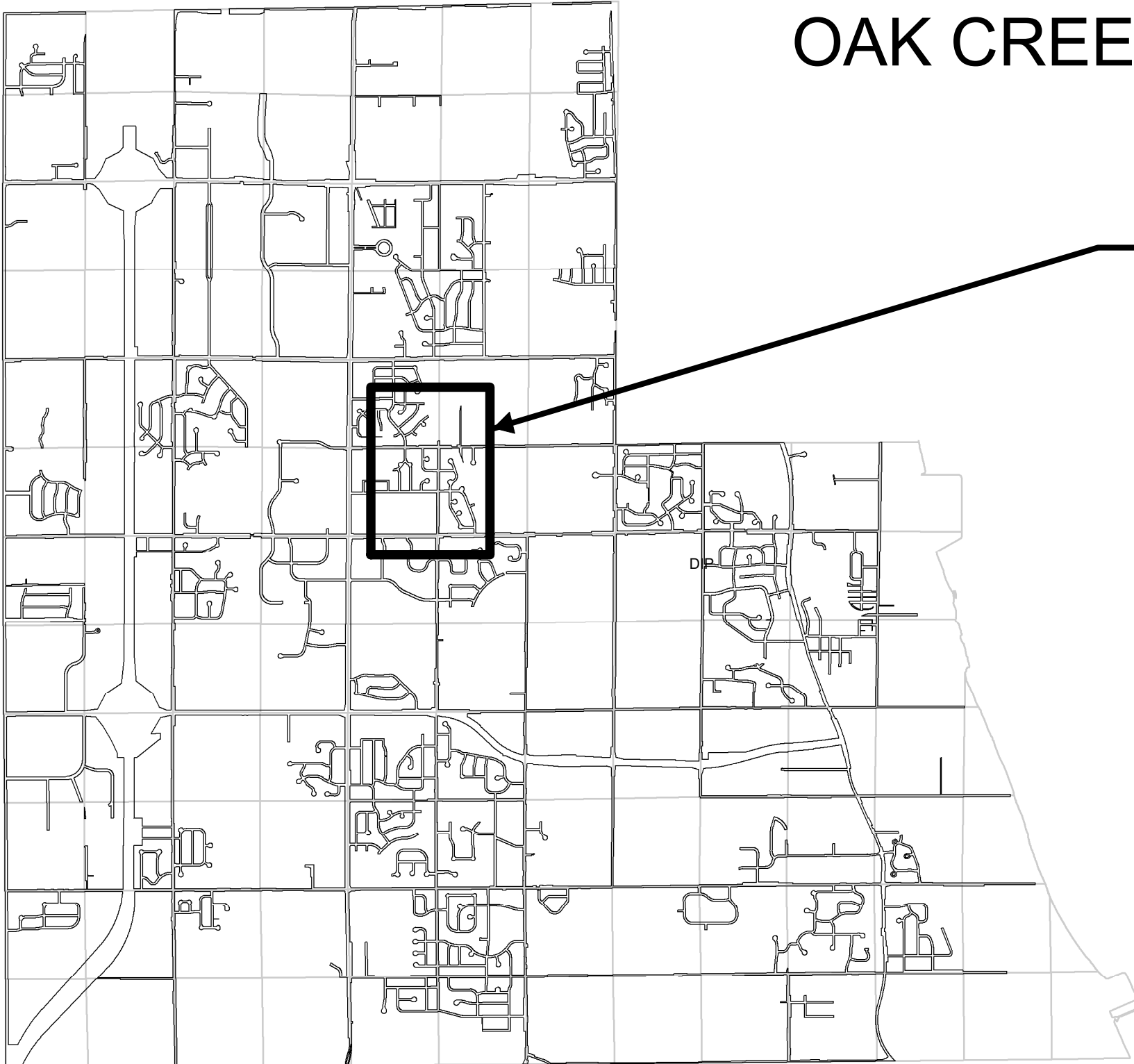
(b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for:

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

**APPLYING THE NEW THRESHOLDS**

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

# OAK CREEK WATER & SEWER UTILITY PROJECT 13103



**PROJECT LOCATION**

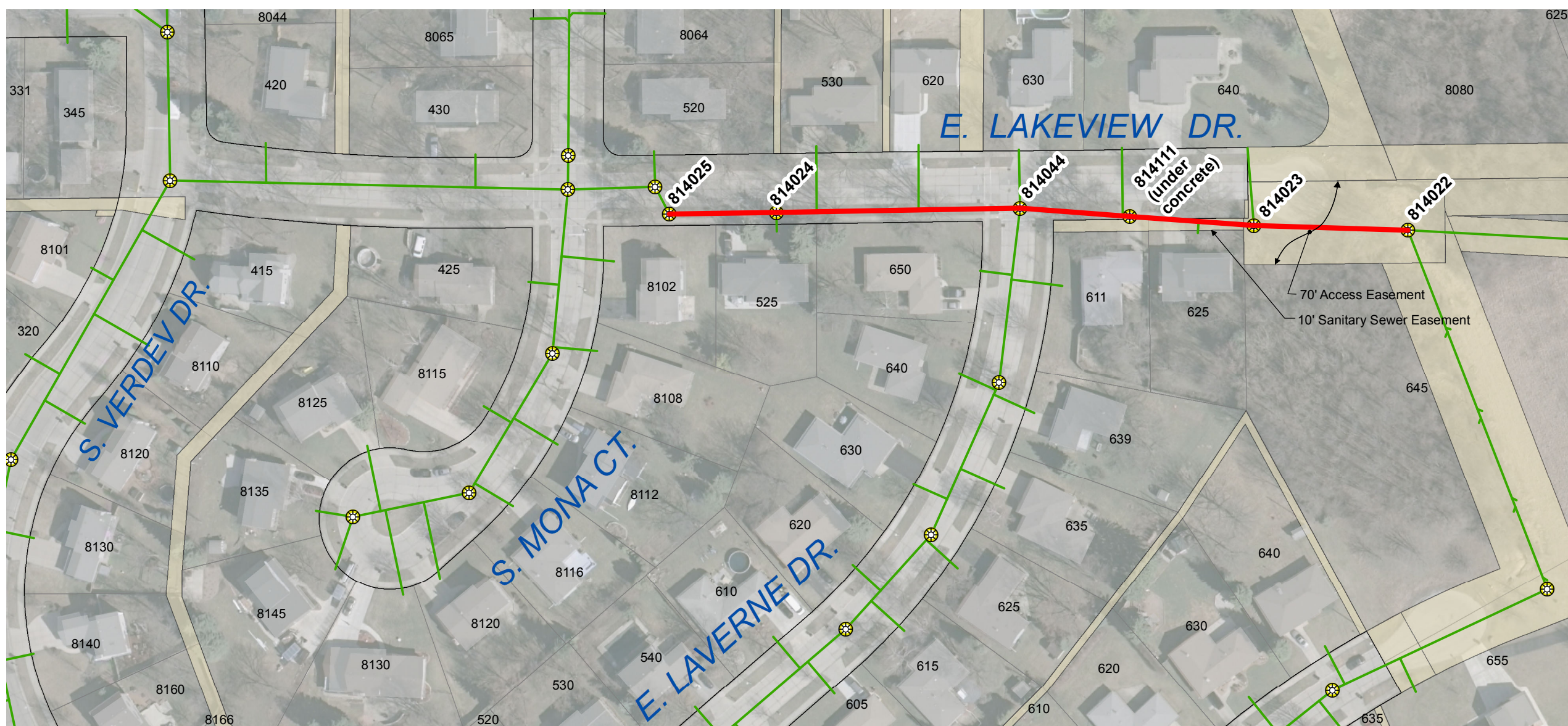


SHEET	DESCRIPTION
1	COVER SHEET
2	S. LAKEVIEW DR.
3	S. LAKEVIEW DR. (EXT.) & FUT. S. CLEMENT AVE.
4	FUT. S. CLEMENT AVE.
5	E. GROVELAND DR.

This is to certify that this plan was approved by the Water Works and Sewer Utility Commission of Oak Creek at a regular meeting.

Utility Engineer \_\_\_\_\_ Date \_\_\_\_\_

SA. ST. W. G. E. T. I. T.S. P.P.		<i>CITY OF OAK CREEK - ENGINEERING DEPARTMENT</i>							
		DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE	APPROVED BY	
		R.P.	4/1/2013	S.G.	4/1/2013				
		<h2 style="margin: 0;">COVER SHEET</h2> <h3 style="margin: 0;">PROPOSED SANITARY SEWER LINING VARIOUS AREAS</h3>						SCALE	SHEET
								HOR. <u>  </u> N.T.S.	1
								VERT. <u>  </u> N.T.S.	OF 5
		REVISION BY	DATE	APPROVED BY COUNCIL RESOLUTION NO.				FILE NO. 13103-1A-2161	



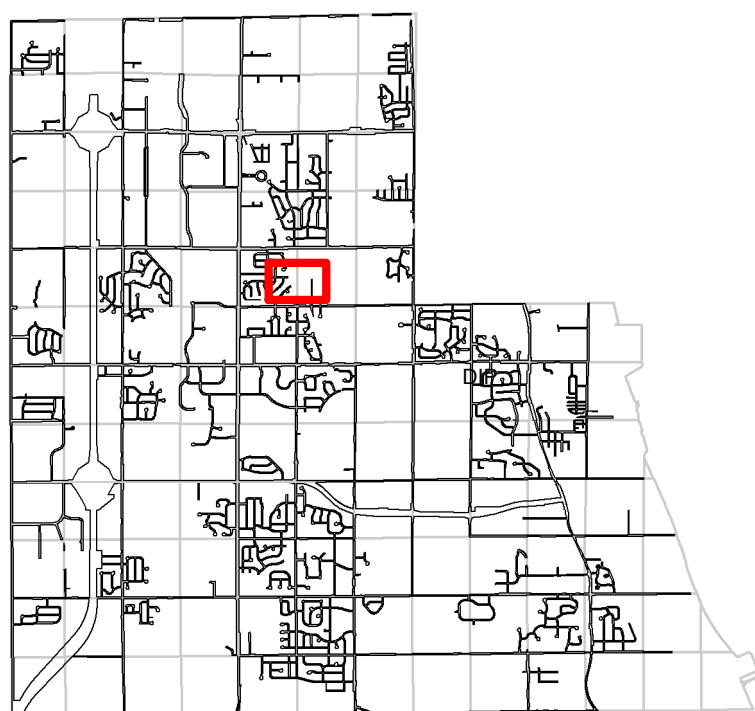
1 inch = 100 feet

**GENERAL NOTES:**

1. The contractor shall clean sanitary sewer pipes with high pressure hydraulic cleaning equipment or mechanical cleaning equipment followed by hydraulic cleaning.
2. The contractor shall notify property owners 48 hours prior to commencing sanitary sewer lining work.
3. Property damage resulting from sanitary sewer lining shall be the responsibility of the contractor.

**Legend**

- Sanitary Sewer Lining Segment
- Existing Manhole
- Existing Gravity Main
- Existing Easements



This is to certify that this plan was approved by the Water Works and Sewer Utility Commission of Oak Creek at a regular meeting.

Utility Engineer \_\_\_\_\_ Date \_\_\_\_\_

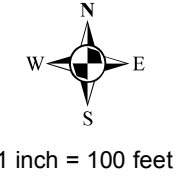
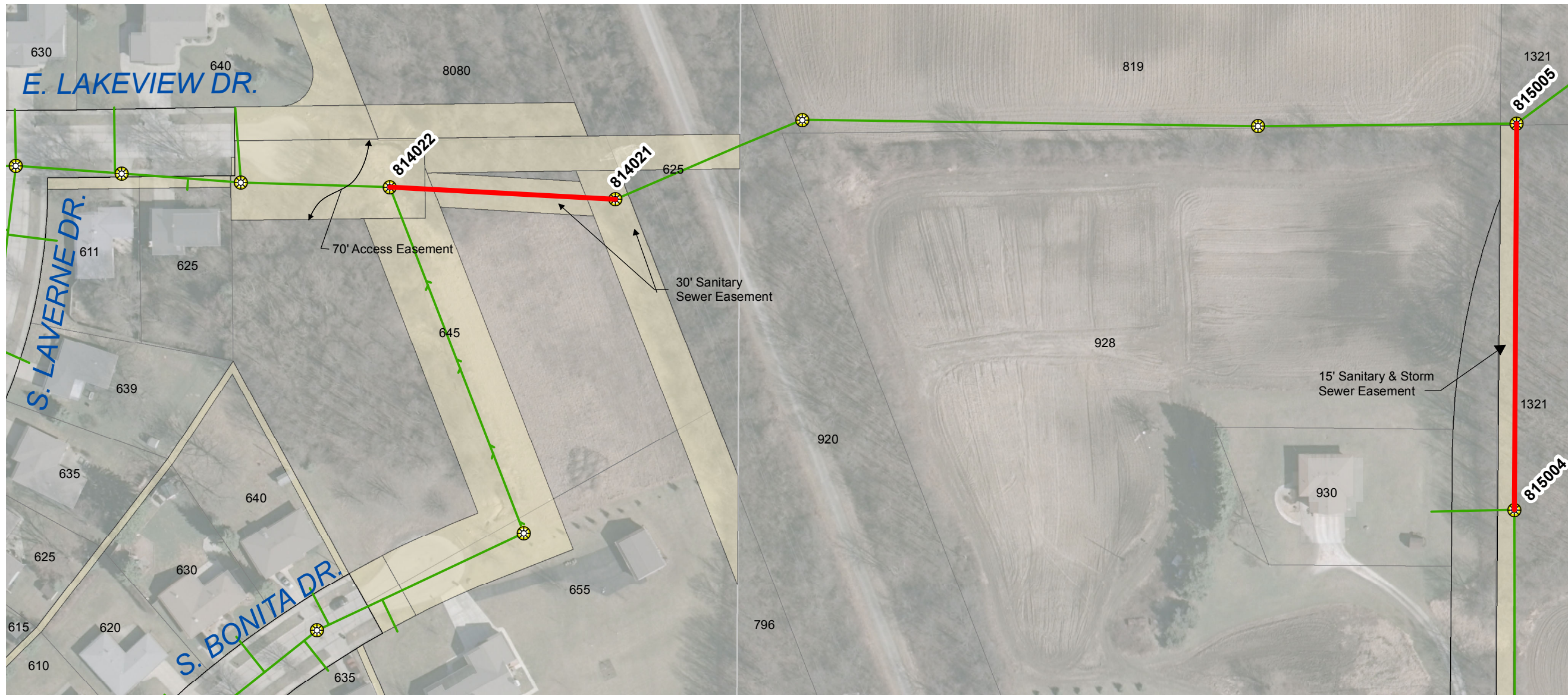
**SUMMARY OF EXISTING SEWERS, MANHOLES AND ASSOCIATED REHABILITATION WORK**

EXISTING SEWER INFORMATION				KNOWN DEFECT AND REHABILITATION SUMMARY					
SEWER SEGMENT		PIPE DIA METER (INCHES)	LENGTH (FEET)	APPROX. SEWER DEPTH (FEET)		PIPE MATERIAL	PIPE REHABILITATION		
FROM MH	TO MH			U/S MH DEPTH	D/S MH DEPTH		OBSERVED DEFECT	DISTANCE FROM U/S MH (FEET)	PIPE REHABILITATION METHOD
814025	814024	18	90.4'	10.1'	12.5'	VCP	Deposits Infil Drippers	3', 85.9' 31.2', 36.8' 60.2'	CIPP
814024	814044	18	205.7'	12.5'	11'	VCP	Deposits	Throughout	CIPP
814044	814111	18	91.9'	11'	10'	VCP	Deposits Infil Drippers	Throughout 6.9'	CIPP
814111	814023	18	104.5'	10'	9.3'	VCP	Deposits	32.2'	CIPP
814023	814022	18	130.3'	9.3'	9.7'	VCP	Deposits Roots	Throughout Throughout	CIPP

Bid Item Nos:	Estimate of Quantities
2	18" Sanitary Sewer Cured in Place Liner .....622.8 LF
3	Sanitary Sewer Lateral Reconnections .....4 EA.

SA.	CITY OF OAK CREEK - ENGINEERING DEPARTMENT				
ST.					
W.	DESIGNED BY DATE	DRAWN BY DATE	CHECKED BY DATE	APPROVED BY	
G.	R. P. 4/1/2013	S.G. 4/1/2013			
E.	<b>PROPOSED SANITARY SEWER LINING</b> IN: E. LAKEVIEW DR. FR: 85' E. MONA CT. TO: 330' E. OF S. LAVERNE DR.			SCALE	SHEET
T.				HOR. 1" = 100'	2
I.				VERT. N/A	OF 5
T.S.					
P.P.	REVISION BY	DATE	APPROVED BY COUNCIL RESOLUTION NO.	FILE NO. 13103-2A-2162	





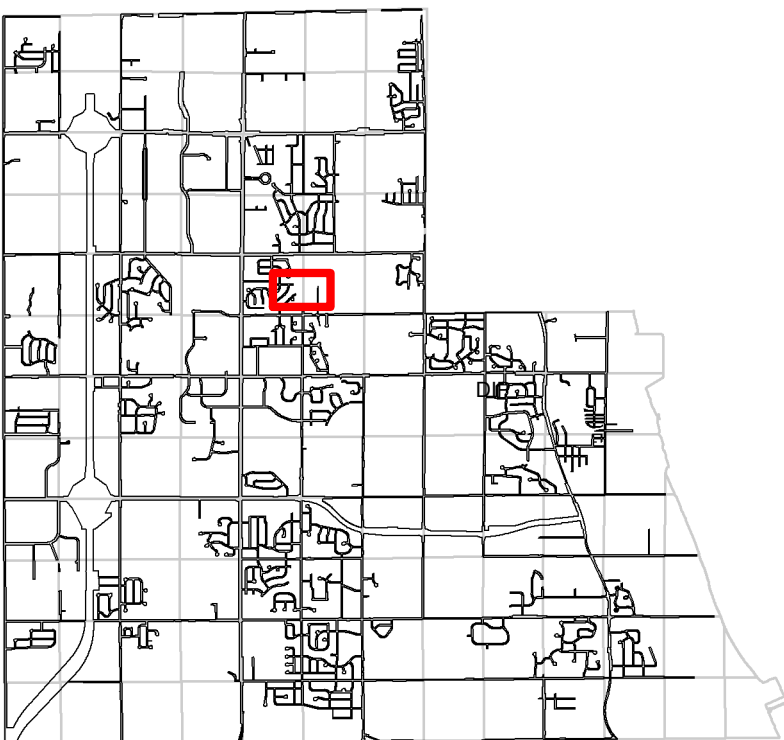
- GENERAL NOTES:**
1. The contractor shall clean sanitary sewer pipes with high pressure hydraulic cleaning equipment or mechanical cleaning equipment followed by hydraulic cleaning.
  2. The contractor shall notify property owners 48 hours prior to commencing sanitary sewer lining work.
  3. Property damage resulting from sanitary sewer lining shall be the responsibility of the contractor.

**Legend**

- Sanitary Sewer Lining Segment
- Existing Manhole
- Existing Gravity Main
- Existing Easements

This is to certify that this plan was approved by the Water Works and Sewer Utility Commission of Oak Creek at a regular meeting.

Utility Engineer \_\_\_\_\_ Date \_\_\_\_\_



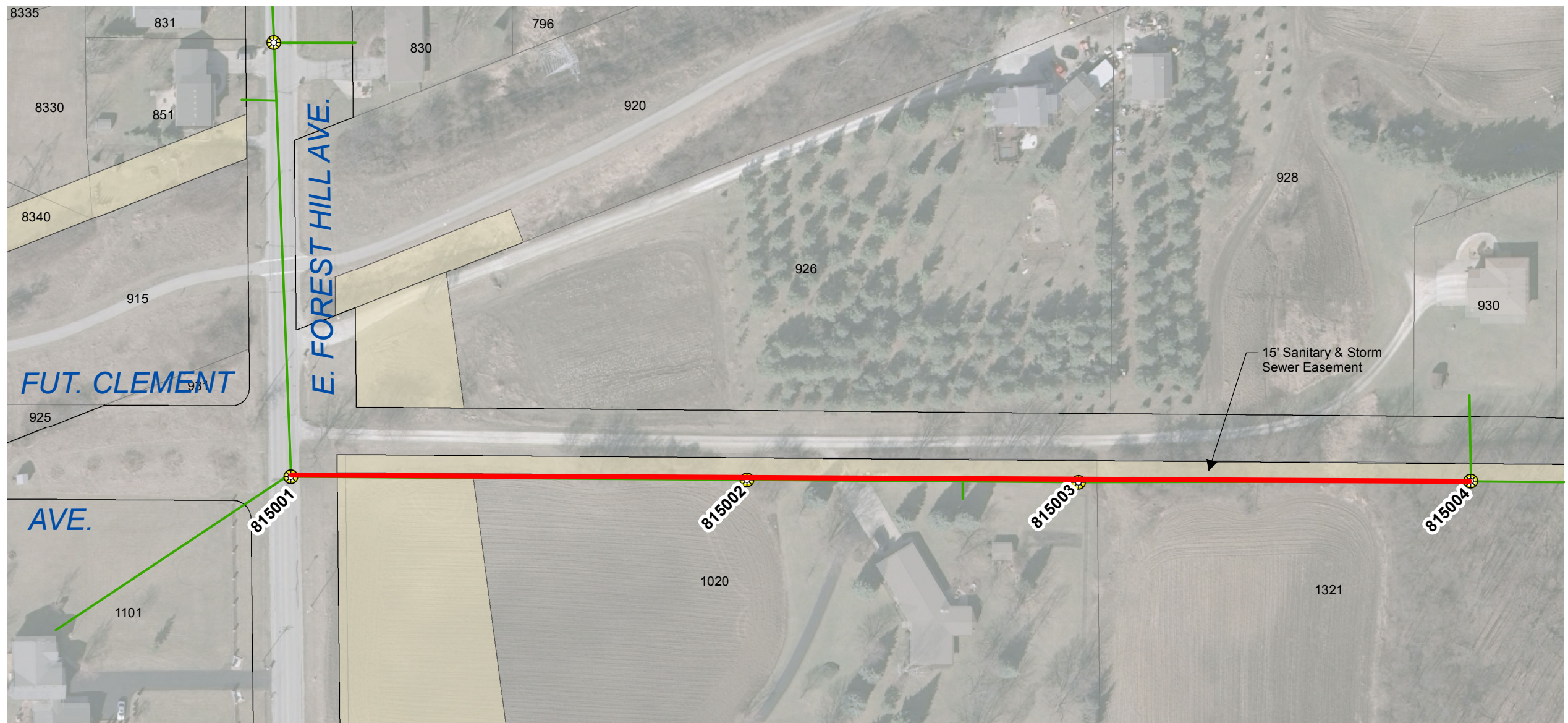
SUMMARY OF EXISTING SEWERS, MANHOLES AND ASSOCIATED REHABILITATION WORK									
EXISTING SEWER INFORMATION							KNOWN DEFECT AND REHABILITATION SUMMARY		
SEWER SEGMENT		PIPE DIAMETER (INCHES)	LENGTH (FEET)	APPROX. SEWER DEPTH (FEET)		PIPE MATERIAL	PIPE REHABILITATION		
FROM MH	TO MH			U/S MH DEPTH	D/S MH DEPTH		OBSERVED DEFECT	DISTANCE FROM U/S MH (FEET)	PIPE REHABILITATION METHOD
814022	814021	18	198'	9.7'	9'	VCP	Deposits Infill Dripper Roots	1.8', 70.2' 7.3' Throughout	CIPP
815004	815005	18	340'	12.8'	6.7'	VCP	Cracks Deposits Roots	Throughout Throughout Throughout	CIPP

Bid Item Nos:	Estimate of Quantities
2	18" Sanitary Sewer Cured in Place Liner .....538 LF
3	Sanitary Sewer Lateral Reconnections ..... 0 EA.

SA.	<b>CITY OF OAK CREEK - ENGINEERING DEPARTMENT</b>			
ST.	DESIGNED BY	DATE	DRAWN BY	DATE
W.	R.P.	4/1/2013	S.G.	4/1/2013
G.			CHECKED BY	DATE
E.			APPROVED BY	
T.	<b>PROPOSED SANITARY SEWER LINING</b>			
I.	IN: E. LAKEVIEW DR. EXT.		IN: FUT. S. CLEMENT AVE.	
T.S.	FR: 330' E. OF S. LAVERNE DR.		FR: E. LAKEVIEW DR. EXT.	
P.P.	TO: 530' E. OF LAVERNE		TO: 340' S. OF S. LAKEVIEW DR. EXT.	
	REVISION BY	DATE	APPROVED BY	COUNCIL RESOLUTION NO.
				FILE NO. 13103-3A-2163

SCALE	SHEET
HOR. 1" = 100'	3
VERT. N/A	OF
	5





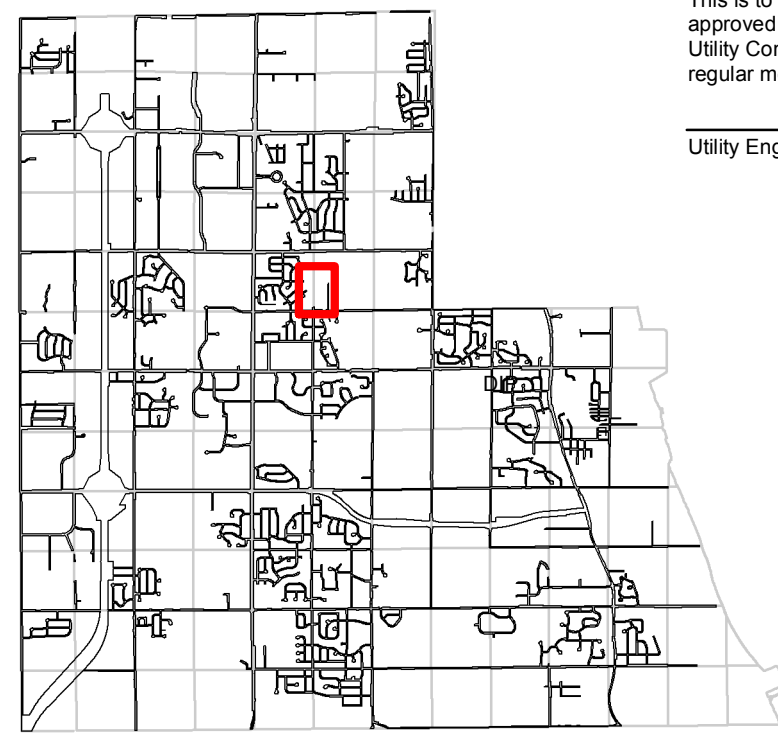
1 inch = 100 feet

**GENERAL NOTES:**

1. The contractor shall clean sanitary sewer pipes with high pressure hydraulic cleaning equipment or mechanical cleaning equipment followed by hydraulic cleaning.
2. The contractor shall notify property owners 48 hours prior to commencing sanitary sewer lining work.
3. Property damage resulting from sanitary sewer lining shall be the responsibility of the contractor.

**Legend**

- Sanitary Sewer Lining Segment
- Existing Manhole
- Existing Gravity Main
- Existing Easements



This is to certify that this plan was approved by the Water Works and Sewer Utility Commission of Oak Creek at a regular meeting.

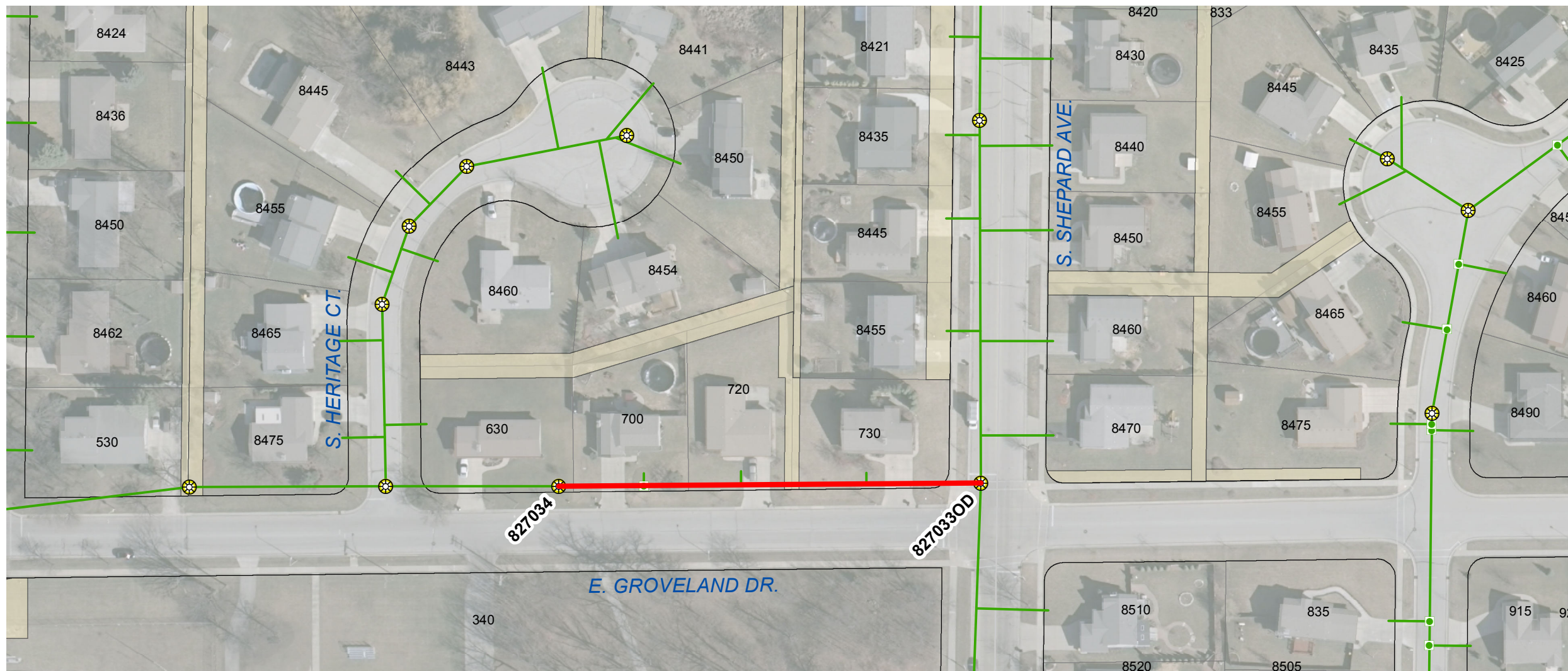
Utility Engineer \_\_\_\_\_ Date \_\_\_\_\_

SUMMARY OF EXISTING SEWERS, MANHOLES AND ASSOCIATED REHABILITATION WORK									
EXISTING SEWER INFORMATION							KNOWN DEFECT AND REHABILITATION SUMMARY		
SEWER SEGMENT		PIPE DIA METER (INCHES)	LENGTH (FEET)	APPROX. SEWER DEPTH (FEET)		PIPE MATERIAL	PIPE REHABILITATION		
FROM MH	TO MH			U/S MH DEPTH	D/S MH DEPTH		OBSERVED DEFECT	DISTANCE FROM U/S MH (FEET)	PIPE REHABILITATION METHOD
815001	815002	18	385'	5'	5'	VCP	CRACKS ROOTS	THROUGHOUT THROUGHOUT	CIPP
815002	815003	18	279'	5'	14.1'	VCP	CRACKS DEPOSITS ROOTS	THROUGHOUT 7.6', 20.3' THROUGHOUT	CIPP
815003	815004	18	331'	14.1'	6.7'	VCP	CRACKS DEPOSITS ROOTS	THROUGHOUT THROUGHOUT THROUGHOUT	CIPP

Estimate of Quantities	
2	18" Sanitary Sewer Cured in Place Liner .....995 LF
3	Sanitary Sewer Lateral Reconnections ..... 1 EA.

SA.		CITY OF OAK CREEK - ENGINEERING DEPARTMENT							
ST.		DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE	APPROVED BY	
W.		R.P.	4/1/2013	S.G.	4/1/2013				
G.		PROPOSED SANITARY SEWER LINING						SCALE	SHEET
E.		IN: EASEMENT (FUT. CLEMENT AVE.)						HOR. 1" = 100'	4
T.		FR: E. FOREST HILL AVE.						VERT. N/A	OF
I.		TO: 995' N. OF E. FOREST HILL AVE.							5
T.S.		REVISION BY	DATE	APPROVED BY	COUNCIL RESOLUTION NO.	FILE NO. 13103-4A-2164			
P.P.									





1 inch = 100 feet

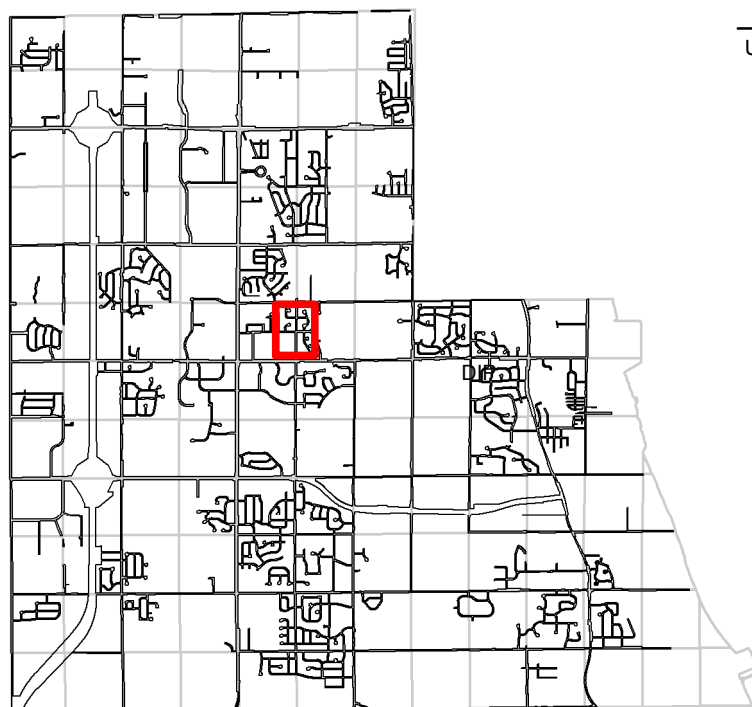
**GENERAL NOTES:**

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2. The contractor shall notify property owners 48 hours prior to commencing sanitary sewer lining work.
3. Property damage resulting from sanitary sewer lining shall be the responsibility of the contractor.

Legend	
	Sanitary Sewer Lining Segment
	Existing Manhole
	Existing Gravity Main
	Existing Easements

This is to certify that this plan was approved by the Water Works and Sewer Utility Commission of Oak Creek at a regular meeting.

Utility Engineer \_\_\_\_\_ Date \_\_\_\_\_



SUMMARY OF EXISTING SEWERS, MANHOLES AND ASSOCIATED REHABILITATION WORK									
EXISTING SEWER INFORMATION						KNOWN DEFECT AND REHABILITATION SUMMARY			
SEWER SEGMENT		PIPE DIA METER (INCHES)	LENGTH (FEET)	APPROX. SEWER DEPTH (FEET)		PIPE MATERIAL	PIPE REHABILITATION		
FROM MH	TO MH			U/S MH DEPTH	D/S MH DEPTH		OBSERVED DEFECT	DISTANCE FROM U/S MH (FEET)	PIPE REHABILITATION METHOD
827034	827033OD	18	349.2'	21.1'	15.2'	VCP	BROKEN/ HOLE CRACKS THROUGHOUT DEPOSITS INFILL WEEPER	150.8' TO 155.9' THROUGHOUT 136.7', 201.6', 204.1' 150.8'	CIPP

Bid Item Nos:	Estimate of Quantities
2	18" Sanitary Sewer Cured in Place Liner .....349.2 LF
3	Sanitary Sewer Lateral Reconnections ..... 3 EA.

SA.	CITY OF OAK CREEK - ENGINEERING DEPARTMENT				
ST.					
W.	DESIGNED BY DATE	DRAWN BY DATE	CHECKED BY DATE	APPROVED BY	
G.	R.P. 4/1/2013	S.G. 4/1/2013			
E.	PROPOSED SANITARY SEWER LINING			SCALE	SHEET
T.				IN: E. GROVELAND DR. FR: 350' W. OF S. SHEPARD AVE. TO: S. SHEPARD AVE.	
I.	REVISION BY DATE APPROVED BY COUNCIL RESOLUTION NO.			VERT. N/A	OF 5
T.S.				FILE NO. 13103-5A-2165	
P.P.					