



**PROJECT NO. 14102**

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

**CEDAR HILLS  
WATER MAIN RELAY PROJECT**

**FOR**

**OAK CREEK WATER AND SEWER UTILITY**

**March 27, 2014**

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

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

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**CEDAR HILLS**  
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**OAK CREEK WATER & SEWER UTILITY**

**March 27, 2014**

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. 14102, CEDAR HILLS WATER MAIN RELAY, consists of constructing the following approximate quantities:

Item Description		Quantity	Units
1	12" PVC Water Main, Slurry B.F	15	L.F.
2	12" PVC Water Main, 3/4" T.B.B.F.	1741	L.F.
3	8" PVC Water Main, 3/4" T.B.B.F.	7,700	L.F.
4	Connect to Existing 6" Water Main	1	EA
5	Connect to Existing 8" Water Main	2	EA
6	Connect to Existing 10" Water Main	2	EA
7	Connect to Existing 12" Water Main	1	EA
8	Hydrant, Lead and 6-inch Gate Valve	23	EA
9	8" Gate Valve	25	EA
10	12" Gate Valve	9	EA
11	1-1/4 " Water Service Laterals (Polyethylene) Directional Drill	165	EA
12	Pavement Removal	17,900	S.Y.
13	8" Concrete Restoration	600	S.Y.
14	1-1/4" Dense Graded Limestone Crushed Aggregate Base Course	4,560	TONS
15	9.5 mm Asphaltic Concrete Pavement Surface Course	3,331	TONS
16	19.0 mm Asphaltic Concrete Pavement Binder Course	3,340	TONS
17	Sawcutting	9,307	L.F.
18	Curb and Gutter Replacement	321	L.F.
19	Hydrant Extension	37	V.F.
20	Salvage and Delivery of Existing Hydrants	1	L.S.

21	Existing Valve Box Removal (Top Section Only)	1	L.S.
22	Erosion Control	1	L.S.
23	Traffic Control	1	L.S.
24	4" PVC Storm Sewer, With Cleanouts, 3/4 " T.B.B.F.	354	L.F.
25	Core Connection to Water Tower and install 2" PVC Drain Pipe	1	L.S.

**TIME** Proposals must be received by the office of the Utility, 170 W. Drexel Avenue, no later than 9:00 a.m., Thursday, March 27, 2014, 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 March 13, 2014.

**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 (Davis-Bacon) or state law, whichever is greater, and such wage is incorporated by reference, as it may be amended from time to time. Federal Davis-Bacon wage rates and wage monitoring will be required. 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 if greater than the federal wage rate determination.

**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.

We encourage DBE's, including MBE's and WBE's, to submit bid proposals.

This project will be funded in whole or in part by a loan from the State of Wisconsin Department of Natural Resources, Safe Drinking Water Loan Program (SDWLP) and shall comply with the EPA's Disadvantaged Business Enterprise (DBE) regulations

**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.

March 27, 2014

To: The Oak Creek Water & Sewer Utility Commission

Re: Bid Proposal

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

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

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

This proposal submitted by:

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
State, Zip Code

\_\_\_\_\_  
City,

Operating as: Sole Trader \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Under the laws of the State of \_\_\_\_\_

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

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

ADDENDUM RECEIPT: We acknowledge the receipt of Addenda \_\_\_\_\_ inclusive.

**SWORN STATEMENT OF BIDDER**

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Schedule One

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
1	12" PVC Water Main, Slurry B.F. Unit price per lineal foot _____ dollars & _____ cents .	15	LF		
2	12" PVC Water Main, 3/4" T.B.B.F. Unit price per lineal foot _____ dollars & _____ cents .	1770	LF		
3	8" PVC Water Main, 3/4" T.B.B.F. Unit price per lineal foot _____ dollars & _____ cents .	7,710	LF		
4	Connect to Existing 6" Water Main Unit price per each. _____ dollars & _____ cents .	2	EA		
5	Connect to Existing 8" Water Main Unit price per each. _____ dollars & _____ cents .	2	EA		
6	Connect to Existing 12" Water Main Unit price per each. _____ dollars & _____ cents .	3	EA		
7	Hydrant, Lead and 6-inch Gate Valve Unit price per each. _____ dollars & _____ cents .	23	EA		
8	8" Gate Valve Unit price per each. _____ dollars & _____ cents .	26	EA		
9	12" Gate Valve Unit price per each. _____ dollars & _____ cents .	10	EA		
10	1-1/4 " Water Service Laterals (Polyethylene) Directional Drill Unit price per each. _____ dollars & _____ cents .	165	EA		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
11	Pavement Removal Unit price per square yard _____ dollars & _____ cents .	11,500	SY		
12	8" Concrete Restoration Unit price per square yard _____ dollars & _____ cents .	175	SY		
13	1-1/4" Dense Graded Aggregate Base Course Unit price per lump sum. _____ dollars & _____ cents .	600	TON		
14	HMA Pavement, Type E-1, 9.5 mm Asphaltic Concrete Pavement Surface Course Unit price per ton. _____ dollars & _____ cents .	2,160	TON		
15	HMA Pavement, Type E-1, 19.0 mm Asphaltic Concrete Pavement Binder Course Unit price per ton. _____ dollars & _____ cents .	2,150	TONS		
16	Sawcutting Unit price per lineal foot _____ dollars & _____ cents .	10,650	LF		
17	Curb and Gutter Removal & Replacement Unit price per lineal foot _____ dollars & _____ cents .	572	LF		
18	Hydrant Extension Unit price per vertical foot _____ dollars & _____ cents .	37	VF		
19	Salvage and Delivery of Existing Hydrants Unit price per lump sum. _____ dollars & _____ cents .	1	LS		



Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
20	Existing Valve Box Removal (Top Section Only) Unit price per lump sum. _____ dollars & _____ cents .	1	LS		
21	Erosion Control Unit price per lump sum. _____ dollars & _____ cents .	1	LS		
22	Traffic Control Unit price per lump sum. _____ dollars & _____ cents .	1	LS		
23	6" PVC Storm Sewer, Class 150 With Cleanouts, ¾" T.B.B.F. Unit price per lineal foot _____ dollars & _____ cents .	360	LF		
24	Core Connection to Tower, Install 2" PVC Schedule 40 Interior Drain Unit Price per Lump Sum _____ dollars & _____ cents.	1	LS		

**BASE BID TOTAL ITEMS 1 - 24 INCLUSIVE \$**\_\_\_\_\_

## **DETAILED SPECIFICATIONS**

### **I. GENERAL**

#### **A. INTRODUCTION**

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

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

#### **B. APPLICABLE SPECIFICATIONS**

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

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

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

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

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

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

## C. CONTROL OF CONSTRUCTION OPERATIONS

### 1. Scheduling Work

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

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

### 2. Maintenance of Public Safety and Convenience

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

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

### 3. Access to Properties

The Contractor shall provide for access to the properties abutting the work site area in accordance with Section 1.7.7 (Page 1-33) of the Standard Specifications. 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. WISCONSIN DEPARTMENT OF TRANSPORTATION – DOT PERMIT CONTACT

Rodrigo Martinez  
Utility Engineer  
Office: 262-521-4461  
E-Mail: [rodrigo.martinez@dot.wi.gov](mailto:rodrigo.martinez@dot.wi.gov)

WisDOT Southeast Region  
141 NW Barstow Street  
Waukesha, WI 53187

H. WORK IN EASEMENTS

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

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

way.

### **III. CONTRACTOR'S INSURANCE**

#### **A. GENERAL**

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

#### **B. COMPENSATION INSURANCE**

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

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

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

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

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

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

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

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

**IV. PERFORMANCE BOND AND GUARANTEE**

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

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

**V. METHOD OF PAYMENTS**

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

Substantial completion of water main construction shall be considered to include all flushing and testing of the mains including pressure tests and safe water samples. Partial and final payments will not be made until such time that all work is substantially completed including



testing and accepted by the approving agencies.

Such payments shall be in accord with Section 66.0901 (9) b, of the State Statutes which states that the City,

“(b) Retained percentages. As the work progresses under a contract involving \$1,000 or more for the construction, execution, repair, remodeling or improvement of a public work or building or for the furnishing of supplies or materials, regardless of whether proposals for the contract are required to be advertised by law, the municipality, from time to time, shall grant to the contractor an estimate of the amount and proportionate value of the work done, which entitles the contractor to receive the amount of the estimate, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the contractor and no additional amounts may be retained unless the architect or engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the contractor. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the municipality are valid reasons for noncompletion, the municipality may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or may pay out the entire amount retained and receive from the contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract. ”

## **VI. MATERIALS - GENERAL**

The Contractor is required to use American iron and steel products in the performance of the contract.

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

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

1. All polyvinyl chloride (PVC) water pipe shall conform to the requirements of Chapter 8.10.0 of the Standard Specifications. Polyvinyl chloride pipe shall be used only on water mains of 12" or smaller in size unless otherwise specified on the construction plans or herein the Detailed Specifications.

2. All pipe 8" and larger (if specifically allowed), shall be Class 150 with a standard dimension ratio of 18; all pipe 6" and smaller shall be Class 200 with a standard dimension ratio of 14.
3. PVC fittings shall be used on all PVC pipe. PVC fittings 4"-12" in diameter shall be injection molded and comply with the requirements of AWWA C907 and be certified to CSA B137.2. Molded fittings will be made of PVC compound with a minimum hydrostatic design basis of 4000 psi. Molded fittings must be Factory Mutual approved and listed by the Underwriter's Laboratories International (ULI).

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

4. All polyvinyl chloride (PVC) water pipe supplied shall be manufactured by one of the following companies:
  - a. Cantex Industries (Division of Harsco Corp.)
  - b. H & W Industries, Inc.
  - c. J.M. Corporation
  - d. CAPCO
  - e. North Star
  - f. Sceptor

#### B. GATE VALVES

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

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

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

All valves shall open counterclockwise.

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

#### C. CAST IRON VALVE BOXES

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

**D. VALVE BOX ADAPTORS**

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

**E. MECHANICAL JOINTS**

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

**F. HYDRANT ASSEMBLY**

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

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

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

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

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

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

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

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

**G. SERVICE CONNECTIONS TO 6-INCH, 8-INCH AND 12-INCH MAIN**

The following materials shall be used for the Corporation stop:

Corporation Stops: Mueller H-15000

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

**I. TRACER WIRE**

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

**J. GALVANIC ANODE PROTECTION**

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

**VIII. MATERIALS - GENERAL**

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

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

**B. 3/4" T.B. BACKFILL**

Where shown on the plans, the contractor shall use mechanically compacted 3/4" dense graded aggregate (T.B.) placed up to the bottom of pavement grade.

C. SLURRY BACKFILL

The trench backfill for identified water main pipe on the Drawings shall be a slurry mix placed up to the bottom of pavement grade.

Payment for slurry backfill is considered incidental to the PVC Water Main Installation including all labor, equipment, and incidentals required to complete the work. Slurry mix shall be as specified in the Standard Specifications.

D. COMPOUNDS FOR ASPHALT PAVEMENT

1. Binder course mixture shall conform to Section 460 of the State Specifications and consist of depths identified on Drawings, 19.0 mm Binder Course Mix E-1.
2. Surface course mixture shall conform to Section 460 of the State Specifications and consist of depths identified on Drawings, 9.5 mm Binder Course Mix E-1.
3. Asphalt delivered to the site shall arrive at a temperature of 275 degrees plus or minus 25 degrees. Any trucks not meeting this requirement shall be rejected.
4. Compounds for asphaltic pavement shall be provided in conformance with the following section of the State Specifications.

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

E. CONCRETE FOR CONCRETE PAVEMENT RESTORATION

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

1. Air Entrainment - Air entrainment shall be between 5 and 7% by volume when concrete is made with 6 sacks of cement per cubic yard of concrete, has a slump of 2" to 3", and is mixed as specified.
2. Air Entraining Cements and Admixtures - Type IA, IIIA, or I S A cements shall be used to provide air entrainment in the concrete. When authorized by the Utility Engineer, an approved air entraining agent may be added to mix to provide the specified air content.

3. Concrete Strength Requirements and Tests - The specified compressive strength of concrete shall be not less than 3,500 pounds per square inch when tested 28 days after placing. Continuous concrete quality and strength tests, in accordance with accepted methods, shall be performed by the City. Test cylinders shall be provided and all job tests performed by the City at no cost to the Contractor; however, the Contractor shall fully cooperate to provide the necessary concrete required for the tests.  
Where high-early-strength concrete is specified, the compressive strength of the concrete shall be not less than 2,500 pounds per square inch when tested 3 days after placing.

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

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

## **IX. CONSTRUCTION DETAILS**

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

The Contractor shall comply with the specifications and ably perform all operations to the extent that the first-class work will be obtained. A representative of the Oak Creek Water & Sewer Utility will inspect the work as it progresses to determine full compliance with the specifications. The Inspector shall notify the Utility Engineer of any noncompliance and have authority to stop any work not being performed in accordance with the specifications, in order that an Engineer may investigate such noncompliance.

Any work performed after the work has been ordered stopped by the Inspector shall not be considered as work performed under the contract, and consequently will not be accepted by the Utility nor allowed in any monthly or final payment until corrected to the satisfaction of the Utility Engineer.

The "Standard Specifications for Sewer and Water Construction in Wisconsin", (herein referred to as The Standard Specifications), shall apply for all sewer and water main construction unless otherwise noted in these Detail Specifications or on the construction plans. The Highway and Structure Construction - Standard Specifications Department of Transportation, Division of Highways, State of Wisconsin and Supplemental Specifications (herein referred to as the State Specifications), shall apply for pavement restoration. The MUTCD and State Specifications shall apply to all traffic control.

**B. LOCATION - STAKING**

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

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

**C. MATERIAL ENCOUNTERED**

No variation from the price named in the proposal will be made or allowed whether the material through which excavations must be made are hard or soft, and wet or dry. It is the Contractor's responsibility to determine for himself the character, nature, type and condition of materials likely to be encountered in the proposed work. The submission of a proposal for the work herein shall in itself be accepted as evidence that the Contractor has examined the site of all work, made borings, investigations and studies of all conditions and provided for all such conditions in his proposal.

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

Contractor will be required to obtain a high capacity dewatering permit prior to start of construction for dewatering rate of 70 gallons per minute (gpm) or higher.

Contractor is responsible to reconnect existing field tiles that may be encountered during excavation. Existing tiles must be repaired and connected to a storm sewer or have positive outfall provided.

**D. EROSION CONTROL AND GROUND COVER**

Pursuant to City of Oak Creek Code, construction activities are required to comply with erosion control and ground cover requirements. For public works construction, specifically, the following construction activity requirements are applicable.

1. Those involving grading, removal of protective ground cover or vegetation, excavation, landfilling or other land disturbing activity affecting a surface area of 4,000 square feet or more;
2. Those involving excavation or filling or a combination of excavation and filling affecting 400 cubic yards or more of dirt, sand or other excavation or fill material;
3. Those involving street, highway, road, or bridge construction, enlargement,

relocation or reconstruction;

4. Those involving the laying, repairing, replacing or enlarging of an underground pipe facility for a distance of 300' or more.

To address the requirements, the Contractor shall provide for the implementation of the control measures as may be specified on the construction plans and in these Detail Specifications.

#### E. DISTRIBUTION OF EXCESS EXCAVATED MATERIAL

The disposal of all surplus excavated materials shall be the responsibility of the Contractor, shall be at the Contractor's expense and if disposed of within the limits of the City of Oak Creek, shall comply with the following regulations. The Contractor prior to the start of construction shall indicate the location at which the surplus excavated material will be disposed of.

The placement of fill on private lands located in the City of Oak Creek is under City regulation, in accordance with the Municipal Code. The disposal of surplus excavated materials, including that derived from public works construction, is subject to compliance with this code. Basically, the Code provides for only the following forms of landfilling:

1. When the fill comprises of less than 1,000 cubic yards and is to be placed on a parcel of land of one acre or less in size. An application shall be made to the City Engineer for a permit, on a one-time-only basis. A \$300.00 fee, plus an applicable erosion control permit and fee, is required.
2. Shoreline erosion control, whereby a license must be applied for and granted prior to landfilling activity being undertaken.
3. On a site, where fill may be needed in conjunction with building construction and where a building permit is in effect.
4. On City-owned property, subject to plans approved by the Common Council.
5. On a site where a landfill license is in effect.

#### F. WATER MAIN DETAIL DRAWINGS

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

#### G. POLYVINYL CHLORIDE WATER PIPE

The laying of PVC pipe shall be laid with a torpedo sand bedding and cover and



comply with Part IV of the Standard Specifications and the following requirements:

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

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

#### THRUST RESTRAINT

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

#### WATER MAIN - HYDROSTATIC TESTING

The Contractor shall provide for the testing of all new mains under the supervision of the Utility in accordance with Chapter 4.15.0 of the Standard Specifications and the following requirements:

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

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

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

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

#### I. WATER SERVICE CONNECTIONS

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

All water main taps for services 1-1/4" and smaller shall be direct tap with 1" x 1-1/4" corporation stop. For service taps greater than 1-1/4", the contractor shall provide a rubber full-bodied stainless steel tapping saddle.

#### J. NOTICE TO UTILITY

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

### X. RESTORATION IN THE WORK AREA

#### A. GENERAL

Upon completion of the utility installation, the Contractor shall remove all debris, surplus materials, and return the surface of the street or right-of-way and all other places disturbed or affected by the work to a condition at least comparable to that existing before starting the work and shall maintain it in such condition until its final completion and acceptance. The restoration shall include seeding or sodding grass areas and graveling or pavement repair of streets and driveways. Final payment for any installation will not be made until this restoration has been completed and accepted.

Acceptance or approval of any excavation work by the City Engineer shall not prevent the City from asserting a claim against the Contractor and his surety under the surety bond required hereunder for incomplete or defective work if discovered within 12 months from the acceptance of the completed work. The City Engineer's

presence during the performance of any excavation work shall not relieve the Contractor of his responsibilities hereunder.

It shall be the duty of the Contractor to guarantee and maintain the site of the excavation for one year after restoring it to its original condition.

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

#### B. ARTERIAL AND COLLECTOR STREETS

The Contractor shall provide at least a temporary bituminous resurfacing of all arterial or collector street pavement within two weeks of completion and backfill of sewer and/or water main that required the removal of all or part of such arterial or collector street pavement. The replacement of the pavement referred to above shall not be delayed due to any service lateral construction on the segment of sewer and/or water main in the arterial or collector street pavement area that the Contractor may have remaining after the two-week period elapses.

#### C. RESTORATION OF PAVED ROADWAY SURFACES

##### 1. Temporary Bituminous Pavement

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

## 2. Permanent Pavement

The phasing plan designates areas of work in which water main line and lateral replacement must be completed and brought back on line, and binder course installed prior to commencing with pavement removal of subsequent phases.

### a. General

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

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

### b. Concrete Pavement

All portland cement concrete replacement shall be made with monolithic pour of Class "A" air-entrained concrete, 6-bag mix to a thickness of 8" to match the existing finish grade. Concrete and tie bars shall be #6 epoxy coated, drilled two foot six inches on center, the cost of which shall be included in the water main bid item.

### c. Asphalt Pavement

All asphalt pavement restoration shall be in accordance with Section VIII paragraph D and as shown on the drawings.

- 1) Driveways shall be 3" asphalt on 6" of T.B. limestone.

## D. RESTORATION OF GRAVELED SURFACES

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

## E. RESTORATION OF LAWNS

The contractor shall repair, reseed, resod and/or replant all established lawns damaged during the course of construction to a condition equal to or better than the condition at the commencement of his work in accordance with Type "C", Lawn Replacement of Chapter 2.7.4 of the Standard Specifications, as indicated on the

construction plans or as directed by the Engineer. Mulching under Type "C" Replacement shall be in accordance with Section 627 of the State Specifications.

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

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

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

### **XI. CLEAN-UP AND FINAL INSPECTION**

The Contractor shall have thorough and systematic clean-up operations follow closely behind the construction work. He shall at his own expense, remove and properly dispose of all water, dirt, rubbish, or any other foreign substances. Any defects of any nature whatsoever shall be promptly corrected at his own expense. Notice to begin final cleaning and repairs if such is needed will be given by the Engineer and shall be complied with by the Contractor. The Engineer will make an inspection of the work during the progress of final cleaning and repairing and any work so inspected shall be kept clean by the Contractor until the final inspection by the Engineer and the acceptance of the entire work. When the Contractor has finally cleaned and repaired the work, he shall notify the Engineer that he is ready for a final inspection and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer may require further cleaning and repairing and when these are completed will again inspect the work. In no case will the final payment be made until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the plans and specifications and contract, and that such work is ready for his final inspection and acceptance by the Utility (see Section 1.5.2 - of the Standard Specifications).

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

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

A. UNDERGROUND

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

B. SURVEY CORNERS AND ABOVE SURFACE OBSTRUCTIONS

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

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

**XIII. TIME OF COMPLETION**

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

- A. Preconstruction meeting as arranged by the Utility Engineer.
- B. Issuance of the Notice to Proceed by the Utility Engineer.
- C. The contractor shall not begin work until March 2, 2015.
- D. The contractor shall not begin work on West Sycamore Avenue between South 24<sup>th</sup> Street and West Lindenwood Avenue until after June 12, 2015. Water main work between South 24<sup>th</sup> Street and West Lindenwood Avenue shall be complete no later than August 14, 2015.
- E. Completion of the water main and ready to use by August 14, 2015.
- F. The entire project, including surface restoration shall be completed no later than August 28, 2015.

It shall be understood by the Contractor that the date of starting construction and the date of completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract, and it is further understood and agreed that the work shall be commenced as aforementioned.

The Contractor agrees that the work shall be pursued regularly, diligently, and uninterruptedly at such rate of progress as will assure completion of the work on the dates as stated in the proposal.

#### **XIV. EXTENSIONS OF TIME**

Extensions of time may be allowed by the Utility for reasonable delays due exclusively to causes beyond the control and without the fault of the Contractor including but not restricted to owner purchased material delivery delays, extra work or supplemental contract work added to the original contract, fires, strikes, unusual floods, accidents and unreasonable delays in receiving ordered materials and equipment. It should be understood by the Contractor that rain events occur and fluctuate from year to year and shall not be considered cause for a time extensions.

All requests for extensions of time shall be presented in writing to the Utility Engineer within ten calendar days after the occurrence of the claimed delay, accompanied by all necessary supporting data, and, if based on valid grounds will be considered by the Utility and such extensions of time shall be granted as may seem to be fair and reasonable. However, no claims will be considered when based on delays caused by conditions existing at the time bids were received and of which the Contractor might be reasonably expected to have knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to the securing of needed materials, labor and equipment.

#### **XV. LIQUIDATED DAMAGES**

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

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

\$1,500,000	\$2,000,000	\$1,350.00
\$2,000,000	\$2,500,000	\$1,400.00
\$2,500,000	---	\$1,550.00

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

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

## **XVI. PROPOSAL ITEMS**

Special note to the bidder and successful contractor

Contractor will be allowed to work only while there is an Inspector at the site at any or all times and the Contractor must notify the Utility Engineer prior to commencing with any of the work specified for this project (i.e., excavation, shoring, sheathing, bedding, laying pipe, backfilling, clean-up, etc.) An Inspector will be provided to the Contractor by the Utility at no cost to the Contractor, except that inspection time shall be charged to the Contractor in addition to the specified liquidated damages after he has exceeded his time of completion (see Instructions to Bidders). If the Contractor requests to work on Sundays or declared Utility holidays, an Inspector will be provided but the Contractor must pay for the Inspector's wages for such work. A list of official holidays can be obtained from the City of Oak Creek Engineering Department.

The bid price for each bid item shall include the furnishings of all materials, tools, labor, etc. It shall include saw cutting pavement full depth, execution disposition of surplus material, pipe laying, backfilling, sheeting, shoring, tunneling, auguring, dewatering, furnishing and installing of fittings, connecting to existing water mains disturbed or damaged by the Contractor's operation and clean-up, all as specified. The item numbers referred to below correspond to the item number in the proposal. Contractor shall refer to the items below for details of the work included.



### **Items 1 - 12-Inch Diameter PVC Water Main, Slurry Backfill**

The unit bid and contract price for these items shall include all equipment, materials, and labor necessary to install 12-inch PVC Water Main complete in place and ready to use. This item shall include but not be limited to:

- trench excavation
- provide and install designated PVC fittings at locations indicated on Drawings
- placement and compaction of torpedo sand bedding aggregate
- provide and install 12" PVC piping
- provide and install water main insulation
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install a triple layer of 6-mil plastic wrapping for fittings
- provide and install 12" PVC bends and fittings at locations indicated on Drawings
- placement and compaction of torpedo sand cover aggregate
- placement of slurry backfill material to bottom of pavement grade
- disinfection of installed 12-inch piping, which will also include all laterals, fittings, connections.
- pressure testing of installed 12-inch piping, which will also include all laterals, hydrants fittings, connections of main being tested.
- assisting Utility staff with GPS point collection.
- provide temporary support of power and light poles near excavations
- restoration of removed pavements, driveways, approaches and sidewalks
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

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

### **Item 2 - 12-Inch Diameter PVC Water Main, ¾" T.B.B.F.**

The unit bid and contract price for these items shall include all equipment, materials, and labor necessary to install 12-inch Water Main complete in place and ready to use. This item shall include but not be limited to:

- trench excavation
- provide and install designated PVC fittings at location indicated on Drawings
- placement and compaction of torpedo sand bedding aggregate
- provide and install 12" PVC piping
- provide and install water main insulation
- provide and install mechanical restraints at required locations
- provide and install tracer wire

- provide and install a triple layer of 6-mil plastic wrapping for fittings
- provide and install all 12" PVC bends and fittings at locations indicated on Drawings
- placement and compaction of torpedo sand cover aggregate
- placement and compaction of ¾" traffic bond gravel backfill to bottom of pavement grade
- disinfection of installed 12-inch piping, which will also include all laterals, fittings, connections.
- pressure testing of installed 12-inch piping, which will also include all laterals, hydrants fittings, connections of main being tested.
- assisting Utility staff with GPS point collection.
- provide temporary support of power and light poles near excavations
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4
- Provide and install a permanent 2-inch air vent

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

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

### **Item 3 - 8-Inch Diameter PVC Water Main, ¾" T.B.B.F.**

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

- trench excavation
- provide and install designated 8" PVC fittings at location indicated on Drawings
- placement and compaction of torpedo sand bedding aggregate
- provide and install 8" PVC piping
- provide and install water main insulation
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install a triple layer of 6-mil plastic wrapping for fittings
- provide and install all 8" PVC bends and fittings at locations indicated on Drawings
- placement and compaction of torpedo sand cover aggregate
- placement and compaction of ¾" traffic bond gravel backfill to bottom of pavement grade
- disinfection of installed 8-inch piping, which will also include all laterals, fittings, and connections
- pressure testing of installed 8-inch piping, which will also include all laterals, hydrants fittings, and connections
- assisting Utility staff with GPS point collection.
- provide temporary support of power and light poles near excavations
- restoration of removed pavements, driveways, approaches and sidewalks

- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

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

#### **Item 4 - Connect to Existing 6-Inch Water Main**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to connect to existing 6-inch water main complete in place and ready to use. These items shall include but not be limited to:

- exposing existing water main to verify location and depth prior to scheduling connections
- provide and install fittings
- provide and install 6" PVC piping
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install 32 lb. magnesium galvanic anode protection on existing ductile iron pipe in accordance with the detail at the end of these Detailed Specifications
- provide and install a triple layer of 6-mil plastic wrapping for fittings
- backfill in accordance with the plans with specified materials up to bottom of pavement grade
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

#### **Item 5 - Connect to Existing 8-Inch Water Main**

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

- exposing existing water main to verify location and depth prior to scheduling connections
- provide and install fittings
- provide and install 8" PVC piping
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install 32 lb. magnesium galvanic anode protection on existing ductile iron pipe in accordance with the detail at the end of these Detailed Specifications
- provide and install a triple layer of 6-mil plastic wrapping for fittings

- backfill in accordance with the plans with specified materials up to bottom of pavement grade
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

#### **Item 6 - Connect to Existing 12-Inch Water Main**

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

- exposing existing water main to verify location and depth prior to scheduling connections
- provide and install fittings
- provide and install 12-inch PVC piping
- provide and install mechanical restraints at required locations
- provide and install tracer wire
- provide and install 32 lb. magnesium galvanic anode protection on existing ductile iron pipe in accordance with the detail at the end of these Detailed Specifications
- provide and install a triple layer of 6-mil plastic wrapping for ductile iron fittings
- backfill in accordance with the plans with specified materials up to bottom of pavement grade
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

#### **Item 7 - Hydrant, Poly Vinyl Chloride (PVC) Lead Piping, and 6-inch Gate Valve**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to furnish and set a hydrant with 6'-6" barrel, with associated hydrant lead and auxiliary valve, together with all work and proper backfilling, Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4, complete in place and ready to use, in accordance with the construction plans and these Detailed Specifications. This shall include installation of tracer wire test stations.

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

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

**Item 8 - 8-inch Gate Valve**

The unit bid and contract price for this item shall include but not be limited to all equipment, materials, and labor necessary to install the 8" resilient wedge gate valve complete, in place, and ready to use in accordance with Section VII of these Detailed Specifications.

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

**Item 9 - 12-inch Gate Valve**

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

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

**Item 10 - 1-1/4-inch Polyethylene (PE) Water Service Lateral – Directional Drill**

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

- excavate entry trench pit to perform directional drilling of 1-1/4-inch water service lateral
- tapping and installation of corporation stops
- provide and install new curb stop valve and cast iron service box at right-of-way
- directional drill and install 1-1/4-inch water service lateral at properties. Provide tracer wire on lateral piping.
- backfill and compact entry trench
- Provide and install a triple layer of 6-mil plastic wrapping for all metal-based fittings
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

**Item 11 – Pavement Removal**

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

- pavement removal
- for pavement removal outside of the trench width, the contractor shall remove all

- pavement taking care to preserve the existing pavement base
- providing dust control
- cleanup of removed pavement area

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

### **Item 12 – 8-Inch Concrete Restoration**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary for restoration of designated 8-inch concrete indicated on the Drawings. This item shall include providing all labor, tools, and equipment required for providing 8-inch concrete restoration but not be limited to:

- furnishing, hauling, placing, and jointing of concrete
- provide and install #6 epoxy coated drilled tie bars placed 2'6" on center
- expansion material at expansion joints
- manhole frame and valve box adjustments
- concrete finishing
- sawing of contraction joints
- cleanup

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

### **Item 13 - 1-1/4 Inch Dense Graded Aggregate Base Course**

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

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

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

### **Item 14 – HMA Pavement, Type E-1, 9.5 mm Asphaltic Concrete Pavement Surface**

## **Course**

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

- furnishing, hauling and placement of HMA Pavement, 9.5mm surface course Type E-1
- tack coat
- existing manhole frame and valve box adjustment
- cleanup

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

## **Item 15 – HMA Pavement, Type E-1, 19.0 mm Asphaltic Concrete Pavement Binder Course**

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

- furnishing, hauling and placement of HMA Pavement, 19mm binder course Type E-1
- existing manhole frame and valve box adjustment
- cleanup

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

## **Item 16 - Sawcutting**

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

- layout and marking
- full-depth sawcutting
- cleanup

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

### **Item 17 – Curb and Gutter Removal and Replacement**

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

- curb and gutter removal and disposal
- cleanup of removed pavement area prior to replacement
- furnishing, placing, and jointing of new concrete curb and gutter as either Mountable Type C or Vertical Face Type E, and that the new curb exhibits positive drainage in the appropriate direction
- reinforcement and dowels
- expansion material
- utility frame adjustments
- finishing of new curb and gutter
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4
- cleanup

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

### **Item 18 – Hydrant Extensions**

The unit bid and contract price for this item shall include all equipment, materials, and labor necessary to install hydrant extensions at required locations. This item shall include providing all labor, tools, and equipment required for installing the hydrant extensions to the hydrant. This item shall include but not be limited to::

- disassemble hydrant to receive extension as required to install extension assembly
- reassemble hydrant with connected extension

This item shall be paid based on the contract unit price per vertical foot added to hydrant as documented by the Inspector.

### **Item 19 – Salvage and Delivery of Existing Hydrants**

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

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



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

#### **Item 20 – Existing Valve Box Removal (Top Section Only)**

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

- excavate valve box to bottom of top section
- remove and dispose of top valve box section
- fill remainder of valve box with  $\frac{3}{4}$ " T.B.B.F. and compact
- provide surface restoration

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

#### **Item 21– Erosion Control**

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

- furnishing, hauling, and placement of Type C inlet protection
- all incidental work related to erosion control required by local, state, and federal ordinances, statutes, permits, and regulations
- maintaining and removal of all temporary erosion control devices

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

#### **Item 22 - Traffic Control**

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

- setting traffic control in accordance with the plans and specifications
- coordinating with and completing the requirements under Wisconsin Department of Transportation Permit
- daily checks and maintenance
- adherence to the Manual on Uniform Traffic Control Devices, latest edition

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

**Item 23: 6-Inch Diameter, PolyVinyl Chloride (PVC) Class 150, Storm Sewer Installation, With Cleanouts (3/4-inch T.B. Backfill)**

The unit bid and contract price for these items shall include all equipment, materials, and labor necessary to install 6-inch storm sewer, with cleanouts complete in place and ready to use. This item shall include but not be limited to:

- trench excavation
- provide and install designated fittings
- placement and compaction of bedding aggregate
- provide and install 6" PVC piping
- provide and install insulation
- placement and compaction of backfill material
- Type C salt tolerant lawn restoration in accordance with the Standard Specifications Section 2.7.4

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

**Items 24 – Core Connection to Tower, Install 2" PVC Schedule 40 Interior Drain**

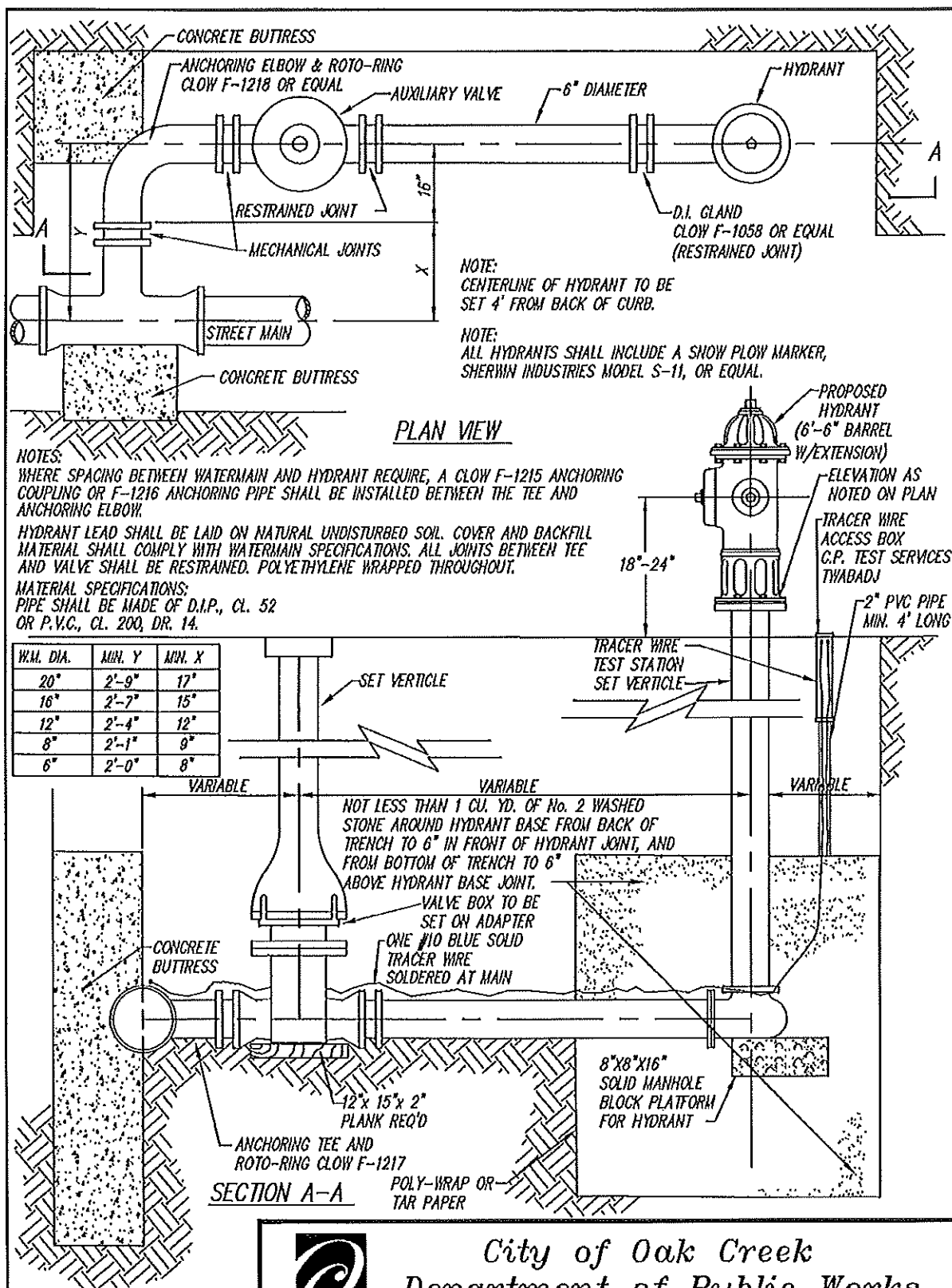
The unit bid and contract price for these items shall include all equipment, materials, and labor necessary to directional drill 2-inch a PVC connection through the tower foundation wall and interior pit wall . This item shall include but not be limited to:

- core drill a 3-inch hole through tower foundation and existing interior pit wall in accordance with the construction drawings
- provide and install 2-inch Schedule 40 PVC pipe in accordance with the construction drawings
- provide and install link seals and non-shrink grout at cored holes
- general site clean up

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

## **Appendix A – Water Main Detail Drawings**





City of Oak Creek  
Department of Public Works

Drawn By: K.C. Seufzer

Scale: Not to Scale

Appv. By: M.J. Sullivan

Date: January 19, 2004

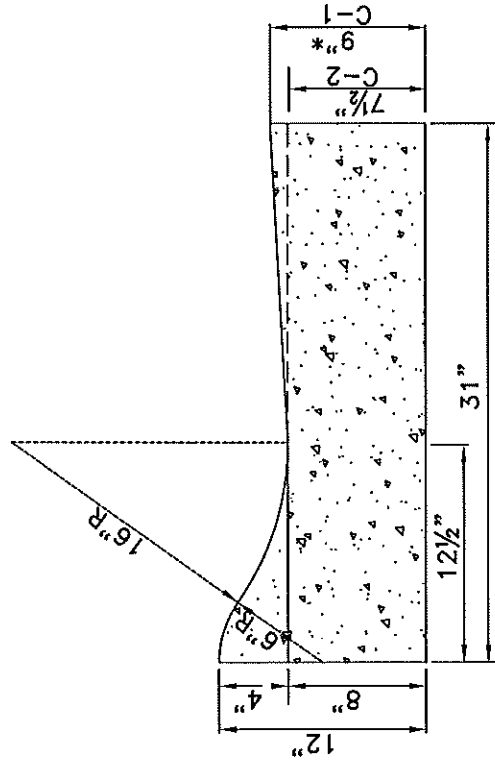
TYPE "B" HYDRANT SETTING DETAIL

WD-15



## **Appendix B – Curb and Gutter Detail Drawings**

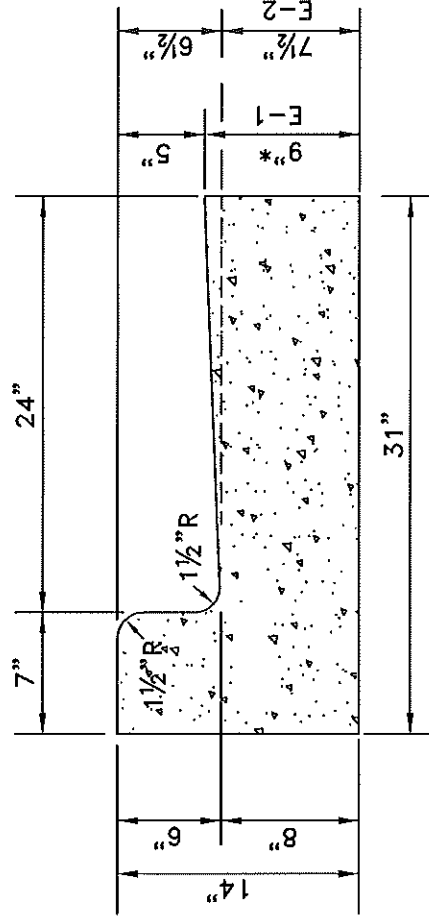
# MOUNTABLE - TYPE "C" CONCRETE CURB & GUTTER



CURB & GUTTER TYPE	
TYPE C-1	LOW-SIDE CURB & GUTTER
TYPE C-2	HIGH-SIDE CURB & GUTTER

\* WHEN USED WITH CONCRETE PAVEMENT, CURB & GUTTER THICKNESS SHALL BE EQUAL TO THE PAVEMENT THICKNESS BUT NOT LESS THAN 7".

# VERTICAL FACE - TYPE "E" CONCRETE CURB & GUTTER



CURB & GUTTER TYPE	
TYPE E-1	LOW-SIDE CURB & GUTTER
TYPE E-2	HIGH-SIDE CURB & GUTTER



City of Oak Creek  
Department of Public Works

Drawn By: L.A. FLYNN Scale: N.T.S.

Appv. By: W. ST. JOHN Date: 12/4/03 (REVISED)

CONCRETE CURB & GUTTER

RO-6



## **Appendix C – State of Wisconsin Wage Rate Determination**

State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE:</b> 3/5/2014	
<b>PROJECT:</b>	
CEDAR HILLS WATER MAIN RELAY OAK CREEK CITY, MILWAUKEE COUNTY, WI Determination No. 201400632	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
MICHAEL J SULLIVAN, UTILITY ENGINEER CITY OF OAK CREEK 170 W DREXEL AVE OAK CREEK, WI 53154	MICHAEL J SULLIVAN, UTILITY ENGINEER CITY OF OAK CREEK 170 W DREXEL AVE OAK CREEK, WI 53154
<b>ADDITIONAL CONTACT:</b>	<b>NOTE:</b> The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p> <p><b>ISSUED BY:</b></p> <p style="text-align: center;">             Equal Rights Division              Labor Standards Bureau              Construction Wage Standards Section              P.O. Box 8928, Madison, WI 53708-8928              (608)266-6861 </p> <p style="text-align: center;">Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a></p>	

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 3/5/2014

**DETERMINATION NUMBER:** 201400632

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. If NOT, You MUST Reapply.

**PROJECT NAME:** CEDAR HILLS WATER MAIN RELAY

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

**CONTRACTING AGENCY:** CITY OF OAK CREEK

<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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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.25/hr on 6/2/2014.	33.68	19.81	53.49
102	Boilermaker	31.91	26.47	58.38
103	Bricklayer, Blocklayer or Stonemason 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.	35.37	18.00	53.37
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter Future Increase(s): 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.	33.68	19.81	53.49
106	Carpet Layer or Soft Floor Coverer	32.93	19.71	52.64
107	Cement Finisher	32.07	17.53	49.60
108	Drywall Taper or Finisher	29.87	19.99	49.86
109	Electrician 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.	32.82	22.61	55.43
110	Elevator Constructor	43.21	26.06	69.27
111	Fence Erector	16.00	3.33	19.33
112	Fire Sprinkler Fitter	38.50	19.65	58.15
113	Glazier	34.19	18.25	52.44
114	Heat or Frost Insulator	33.68	24.31	57.99
115	Insulator (Batt or Blown)	15.00	9.50	24.50

<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>
116	Ironworker Future Increase(s): Add \$.80/hr on 6/1/2014. 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.	30.52	23.47	53.99
117	Lather	32.93	19.81	52.74
118	Line Constructor (Electrical)	38.25	17.63	55.88
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	35.80	16.87	52.67
121	Metal Building Erector	22.05	8.08	30.13
122	Millwright	28.53	24.98	53.51
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	29.52	18.84	48.36
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver 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.	29.56	25.71	55.27
127	Pipeline Fuser or Welder (Gas or Utility)	31.82	19.74	51.56
129	Plasterer	31.56	18.18	49.74
130	Plumber	37.97	17.30	55.27
132	Refrigeration Mechanic	39.26	19.30	58.56
133	Roofer or Waterproofer	29.40	17.05	46.45
134	Sheet Metal Worker	36.17	18.04	54.21
135	Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014.	39.76	21.09	60.85
137	Teledata Technician or Installer Future Increase(s): Add \$.85/hr on 6/1/2014; Add \$.86/hr on 6/1/2015. 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.	24.89	17.15	42.04

<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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
138	Temperature Control Installer	17.39	4.18	21.57
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.45	16.30	45.75
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

**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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	33.82	17.60	51.42
203	Three or More Axle	18.50	18.42	36.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	18.10	51.12
205	Pavement Marking Vehicle	18.50	18.42	36.92
207	Truck Mechanic	18.50	18.42	36.92

**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.	28.31	16.62	44.93
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	14.28	8.24	22.52
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.78	17.04	36.82
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	17.71	16.01	33.72
314	Railroad Track Laborer	13.50	4.06	17.56
315	Final Construction Clean-Up Worker	28.31	16.62	44.93

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	34.07	18.10	52.17



<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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></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 \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	34.07	18.10	52.17
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.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
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.	37.10	21.57	58.67
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.	34.50	20.04	54.54

**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	<p>Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.</p>	40.36	19.15	59.51
509	<p>Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. &amp; Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts &amp; Gantrys (20,000 Lbs. &amp; Over).</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.</p>	39.86	19.15	59.01
510	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; 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 &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft &amp; Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.</p>	39.36	19.15	58.51

<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). Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	38.67	19.15	57.82
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 \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	31.64	19.15	50.79
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); Oilier; 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. Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	31.64	19.15	50.79
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015	33.26	18.55	51.81
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09



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

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason 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.	35.10	18.40	53.50
105	Carpenter Future Increase(s): 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.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician 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.	32.82	22.61	55.43
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.63	55.88
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	37.76	19.99	57.75
137	Teledata Technician or Installer	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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

**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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptr, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35

**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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></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.	28.84	17.12	45.96
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
314	Railroad Track Laborer	13.50	4.06	17.56

**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	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.84	19.45	56.29
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.06	19.45	55.51
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56

<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. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
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.	30.19	20.94	51.13
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.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54



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

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.80	16.87	52.67
105	Carpenter	32.93	19.99	52.92
107	Cement Finisher	30.09	17.53	47.62
109	Electrician	31.27	22.81	54.08
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	30.51	22.97	53.48
118	Line Constructor (Electrical)	38.25	17.63	55.88
124	Painter	29.52	18.84	48.36
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	29.06	25.46	54.52
133	Roofer or Waterproofer	29.40	15.55	44.95
137	Teledata Technician or Installer	24.75	16.08	40.83
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

<b>TRUCK DRIVERS</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00

<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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	18.00	0.00	18.00

**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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	23.07	18.07	41.14
303	Landscaper Future Increase(s): 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).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
314	Railroad Track Laborer	13.50	4.06	17.56

**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	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.72	20.40	57.12
542	Backhoe (Track Type) Having a Mfrgr.'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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s):            Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015);            Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s):            DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &amp; Christmas Day. 2) Add \$1.50/hr night work premium.            See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	35.72	20.40	56.12
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>	33.96	19.79	53.75
545	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&amp;/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; 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.</p>	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

<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>
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

**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 Mfrgr.'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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62

<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><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
553	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb &amp; Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s):  Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015;  Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	35.17	20.05	55.22
554	<p>Backfiller; 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 (Asphalt Plant, Pile Driver &amp; 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.</p> <p>Future Increase(s):  Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015;  Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	35.17	20.05	55.22

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

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

The documents following the Prevailing Wage Rate Determination consist of seventeen pages (including this one) 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
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/19/2014



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## PREVAILING WAGE – Public Entity Project Owners

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

### Thresholds

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

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

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

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

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

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

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

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as "the white sheet.")
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

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

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

For more information, visit the prevailing wage website: [http://dwd.wisconsin.gov/er/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.

## **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.

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

February 19, 2014

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to 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	8/31/15	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
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					

<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>
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jenkins, Richard	See, Castlerock Commercial Construction, Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 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
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.

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## PREVAILING WAGE – Contractors

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

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

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

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

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

## Disclosure of Ownership

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

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

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

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

### Other Construction Business

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

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

Print the Name of Authorized Officer

Authorized Officer Signature

Date Signed

Corporation, Partnership or Sole Proprietorship Name

Street Address or P O Box

City

State

Zip Code

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



## Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

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

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

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

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

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

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

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

## List of Agents and Subcontractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## List of Agents and Subcontractors

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

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

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

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

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

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

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

## Request to Employ Subjourneyperson

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

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

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

**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) 267-4592 / DO NOT e-mail your request.  
Call (608) 266-6861 for assistance in completing this form.

## ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

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

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

<b>Topic</b>	<b>Who's affected?</b>	<b>Brief description of requirement under §66.0903 or §103.49</b>
<b>Non-applicability: Residential</b>	<b>All public entities</b>	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
<b>Non-applicability: Residential subdivision infrastructure</b>	<b>All public entities</b>	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
<b>Electronic certified payroll record</b>	<b>Contractors</b>	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
<b>Payroll record inspection request by any person</b>	<b>Contractors &amp; Complainants</b>	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
<b>Statewide uniformity</b>	<b>Local governmental units</b>	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
<b>Substance Abuse Testing</b>	<b>Contractors &amp; Workers</b>	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <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>



## **Appendix D – Federal (Davis-Bacon) Wage Rate Determination**

General Decision Number: WI140010 02/07/2014 WI10

Superseded General Decision Number: WI20130010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

BRWI0001-002 06/01/2012

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.20	17.19
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BRWI0002-002 06/01/2011

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.33	15.51
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BRWI0002-005 06/01/2012

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.52	16.30
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BRWI0003-002 06/01/2012

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.77	16.62
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BRWI0004-002 06/01/2011		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.11	16.83
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BRWI0006-002 06/01/2012		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.34	16.05
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BRWI0007-002 06/01/2012		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.06	17.00
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BRWI0008-002 06/01/2011		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.58	16.07
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BRWI0011-002 06/01/2012		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.77	16.62
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BRWI0019-002 06/01/2012		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates      Fringes

BRICKLAYER.....\$ 30.42      16.97

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BRWI0034-002 06/01/2012

COLUMBIA AND SAUK COUNTIES

Rates      Fringes

BRICKLAYER.....\$ 32.26      16.80

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CARP0087-001 07/01/2012

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates      Fringes

Carpenter & Piledrivermen.....\$ 33.34      16.73

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CARP0252-002 07/02/2012

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,  
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,  
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except  
area bordering Michigan State Line), FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,  
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,  
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.  
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,  
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,  
ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,  
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

Rates      Fringes

CARPENTER

CARPENTER.....\$ 30.48      15.80

MILLWRIGHT.....\$ 32.11      15.80

PILEDRIIVER.....\$ 30.98      15.80

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CARP0252-010 07/02/2012

ASHLAND COUNTY

Rates      Fringes

Carpenters

Carpenter.....	\$ 30.48	15.80
Millwright.....	\$ 32.11	15.80
Pile Driver.....	\$ 30.98	15.80

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CARP0264-003 06/01/2008

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

	Rates	Fringes
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CARPENTER.....	\$ 30.52	14.41
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CARP0361-004 07/11/2011

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 31.07	15.80
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CARP2337-001 06/01/2008

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
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PILEDRIVERMAN

Zone A.....	\$ 27.25	19.46
Zone B.....	\$ 24.47	19.46

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ELEC0014-002 06/01/2012

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 29.13	17.92
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ELEC0014-007 06/01/2012

REMAINING COUNTIES

	Rates	Fringes
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Teledata System Installer

Installer/Technician.....\$ 21.89            11.83

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

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ELEC0127-002 06/01/2012

KENOSHA COUNTY

Rates            Fringes

Electricians:.....\$ 35.25            19.30

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\* ELEC0158-002 06/03/2013

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates            Fringes

Electricians:.....\$ 28.50    28.75% + 9.27

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ELEC0159-003 06/01/2012

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates            Fringes

Electricians:.....\$ 32.94            18.71

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ELEC0219-004 05/30/2011

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:

Electrical contracts over		
\$130,000.....	\$ 29.41	16.97
Electrical contracts under		
\$130,000.....	\$ 26.24	16.85

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ELEC0242-005 06/02/2013

DOUGLAS COUNTY

Rates Fringes

Electricians:.....	\$ 31.91	23.60
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\* ELEC0388-002 06/01/2013

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,  
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,  
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area  
West of a line 6 miles West of the West boundary of Oconto  
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS  
AND WOOD COUNTIES

Rates Fringes

Electricians:.....	\$ 28.96	24.85% + 9.70
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ELEC0430-002 06/01/2012

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....	\$ 32.87	19.23
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ELEC0494-005 06/01/2013

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....	\$ 32.82	22.51
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ELEC0494-006 06/01/2012

CALUMET (Township of New Holstein), DODGE (East of Hwy 26  
including Chester Township), FOND DU LAC, MANITOWOC  
(Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 28.97            19.55  
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ELEC0494-013 06/01/2012

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 24.75	16.04

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/03/2013

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 28.40	16.676

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ELEC0890-003 06/01/2013

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES



	Rates	Fringes
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Electricians:.....	\$ 30.60	24.95% + \$10.33
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 \* ELEC0953-001 07/01/2013

	Rates	Fringes
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Line Construction:

(1) Lineman.....	\$ 39.50	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 37.53	32% + 5.00
(3) Equipment Operator.....	\$ 31.60	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 21.73	32% + 5.00

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 ENGI0139-005 06/01/2013

	Rates	Fringes
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Power Equipment Operator

Group 1.....	\$ 36.72	20.10
Group 2.....	\$ 36.22	20.10
Group 3.....	\$ 35.72	20.10
Group 4.....	\$ 35.46	20.10
Group 5.....	\$ 35.17	20.10
Group 6.....	\$ 29.27	20.10

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader -

heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/01/2013

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 28.72	23.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2013

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.52	23.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/01/2013

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,  
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,  
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,  
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern  
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,  
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.50	20.03

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IRON0498-005 06/01/2008

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 34.34	25.72

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IRON0512-008 06/09/2013

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.15	22.05

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IRON0512-021 06/09/2013

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.34	22.05
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LABO0113-002 06/01/2013		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.06	18.15
Group 2.....	\$ 26.21	18.15
Group 3.....	\$ 26.41	18.15
Group 4.....	\$ 26.56	18.15
Group 5.....	\$ 26.71	18.15
Group 6.....	\$ 22.55	18.15

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2013		

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.31	18.15

Group 2.....	\$ 25.41	18.15
Group 3.....	\$ 25.46	18.15
Group 4.....	\$ 25.66	18.15
Group 5.....	\$ 25.51	18.15
Group 6.....	\$ 22.40	18.15

## LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/01/2013

## KENOSHA AND RACINE COUNTIES

Rates	Fringes
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### LABORER

Group 1.....	\$ 25.12	18.15
Group 2.....	\$ 25.27	18.15
Group 3.....	\$ 25.47	18.15
Group 4.....	\$ 25.44	18.15
Group 5.....	\$ 25.77	18.15
Group 6.....	\$ 22.26	18.15

## LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0140-002 06/01/2013

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.04	14.53
Group 2.....	\$ 29.14	14.53
Group 3.....	\$ 29.19	14.53
Group 4.....	\$ 29.39	14.53
Group 5.....	\$ 29.24	14.53
Group 6.....	\$ 25.67	14.53

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LABO0464-003 06/01/2013

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.32	14.53
Group 2.....	\$ 29.42	14.53
Group 3.....	\$ 29.47	14.53
Group 4.....	\$ 29.67	14.53
Group 5.....	\$ 29.52	14.53
Group 6.....	\$ 25.67	14.53

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2013

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

Rates	Fringes
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Painters:

New:

Brush, Roller.....	\$ 28.11	15.02
Spray, Sandblast, Steel....	\$ 28.71	15.02

Repaint:

Brush, Roller.....	\$ 26.61	15.02
Spray, Sandblast, Steel....	\$ 27.21	15.02

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PAIN0108-002 06/01/2013

RACINE COUNTY

	Rates	Fringes
--	-------	---------

Painters:

Brush, Roller.....	\$ 30.30	18.14
Spray & Sandblast.....	\$ 31.30	18.14

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER.....	\$ 24.11	12.15
--------------	----------	-------

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PAIN0259-004 05/01/2013

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER.....	\$ 21.15	11.53
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PAIN0781-002 06/01/2012

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

Painters:

Bridge.....	\$ 29.87	18.79
Brush.....	\$ 29.52	18.79
Spray & Sandblast.....	\$ 30.27	18.79

-----  
PAIN0802-002 06/01/2012

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES



Rates      Fringes

PAINTER

Brush.....\$ 24.50      16.27

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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\* PAIN0802-003 06/01/2013

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates      Fringes

PAINTER.....\$ 22.82      11.52

-----  
PAIN0934-001 06/01/2013

KENOSHA AND WALWORTH COUNTIES

Rates      Fringes

Painters:

Brush.....\$ 30.24      18.20  
Spray.....\$ 31.24      18.20  
Structural Steel.....\$ 30.39      18.20

-----  
PAIN1011-002 06/05/2013

FLORENCE COUNTY

Rates      Fringes

Painters.....\$ 24.00      10.06

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PLAS0599-010 06/01/2012

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....\$ 32.78      16.80  
Area 2 (BAC).....\$ 31.52      16.30  
Area 3.....\$ 31.37      16.85  
Area 4.....\$ 30.69      17.53  
Area 5.....\$ 32.09      16.13

Area 6.....\$ 28.50            19.72

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN  
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,  
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,  
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,  
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,  
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,  
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,  
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND  
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK  
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2013

	Rates	Fringes
--	-------	---------

TRUCK DRIVER

1 & 2 Axles.....	\$ 23.82	18.32
3 or more Axles; Euclids		
Dumpton & Articulated,		
Truck Mechanic.....	\$ 23.97	18.32

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WELL DRILLER.....\$ 16.52            3.70  
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **Appendix E – SDWLP DBE Compliance**

Wisconsin Department of Natural Resources  
Clean Water Fund Program (CWFP)  
Safe Drinking Water Loan Program (SDWLP)

## CONTRACT PACKET for DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE

*This packet contains important information and required forms for compliance with EPA's Disadvantaged Business Enterprise (DBE) regulations.*

**ALL recipients** of CWFP or SDWLP financial assistance must meet the requirements detailed on page 2 of this packet and use the federal form indicated.

**IN ADDITION**, the department must designate some projects as "Federal Equivalency" projects each year. Any recipient whose project is Federal Equivalency must meet ALL of the requirements described in this packet. Read the two paragraphs below and see the chart on page 2 of this packet to determine whether your project will require your municipality to meet the smaller set of requirements or the larger/Federal Equivalency requirements for DBE compliance.

**CWFP Federal Equivalency:** The department will select Federal Equivalency projects and notify the municipality of its selection prior to the bidding of that project.

**SDWLP Federal Equivalency:** All projects in SDWLP municipalities with populations above 3,300 are designated as Federal Equivalency projects and subject to the full set of DBE requirements. SDWLP Municipalities with populations of 3,300 or less must meet the requirements detailed on page 2 of this packet.



## WHICH DBE REQUIREMENTS APPLY TO YOUR MUNICIPALITY OR PROJECT?

Throughout this Packet:

- items in red text apply to ALL municipalities and projects
- items in blue text apply to every project designated as Federal Equivalency

Specific DBE Requirement	SDWLP Munis 3,300 or Less <u>Population;</u> <u>ALSO</u> CWFP Non- Federal Equivalency	SDWLP Munis w/ Population <u>Over 3,300</u> & Proj Cost <u>@ or Below</u> \$250,000	SDWLP Munis w/ Population <u>Over 3,300</u> & Proj Cost <u>Over</u> \$250,000	CWFP Federal Equivalency w/ Proj Cost <u>@ or Below</u> \$250,000	CWFP Federal Equivalency w/ Proj Cost <u>Over</u> \$250,000
<b>Solicit for DBEs</b>	X	X	X	X	X
<b>Submit Good Faith Certification Form</b>	X	X	X	X	X
<b>Use Federal Form 6100-4</b>	X	X	X	X	X
<b>Establish and Keep a Bidders List</b>			X		X
<b>Include Extra Conditions in Contracts</b>		X	X	X	X
<b>Meet Contract Administration Requirements</b>		X	X	X	X
<b>Use Federal Form 6100-2</b>		X	X	X	X
<b>Use Federal Form 6100-3</b>		X	X	X	X





## THE SIX GOOD FAITH EFFORTS

***All CFWP and SDWLP financial assistance recipients must comply with the Six Good Faith Effort requirements.***

### What is the purpose of the Six Good Faith Efforts?

The Six Good Faith Efforts are required by EPA for financial assistance agreement recipients to ensure that all disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars.

### What are the Six Good Faith Efforts?

- 1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Tribal, Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Tribal and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the U.S. Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

***Note: For additional information regarding the solicitation requirements, please see the attached DBE Solicitation Guidance.***

## FEDERAL EQUIVALENCY VS. NON-FEDERAL EQUIVALENCY PROJECT REQUIREMENTS

As noted above, **all municipalities** must comply with the **Six Good Faith Efforts and other steps** identified in **EIF Form 8700-294** (Revised August 2010). In addition, **all municipalities that utilize one or more DBEs** in their CFWP or SDWLP projects must **submit EPA Form 6100-4** described on page 3. These are the only DBE requirements for projects that are non-federal equivalency.

**Projects designated as Federal Equivalency must comply with the above requirements AND all of the requirements described in the remaining pages of this Contract Packet.**



## What new forms are required?

- 1) EPA Form 6100-2 – DBE Program Subcontractor Participation Form. **For projects designated as federal equivalency only.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have.

The **prime contractor must** provide **EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise **subcontractors may** send completed Form 6100-2 directly to the Region 5 DBE Coordinator listed below.

Adrienne M. Callahan, Region 5 MBE/WBE Coordinator  
USEPA, Acquisition and Assistance Branch  
77 West Jackson Boulevard (MC-10J)  
Chicago, IL 60604

- 2) EPA Form 6100-3 – DBE Program Subcontractor Performance Form. **For projects designated as federal equivalency only.** This form, at the time of the bid, captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.
- 3) EPA Form 6100-4 – DBE Program Subcontractor Utilization Form. **ALL CFWP and SDWLP financial assistance recipients that utilize one or more DBEs in their project must submit Form 6100-4.** This form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

Form	Requirements	Provided by:	Completed by:	Submitted To:
<a href="#">EPA Form 6100-2</a>	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors, if they choose to submit the form	EPA DBE Coordinator
<a href="#">EPA Form 6100-3</a>	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Recipients as part of a bid or proposal package
<a href="#">EPA Form 6100-4</a>	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	Recipients as part of a bid or proposal package

Note: All three of the EPA Forms are attached to this Contract Packet and are available individually on our website at <http://dnr.wi.gov/org/caer/cfa/EL/FORMS/forms.html>.



## CONTRACT ADMINISTRATION REQUIREMENTS

### What are the new Contract Administration requirements?

There are a number of new provisions designed to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- 1) A loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no later than 30 days from the prime contractor's receipt of payment from the loan recipient.
- 2) A loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- 3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the loan recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.
- 4) A loan recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

### What is the new Bidders List requirement?

- According to the US EPA: "The purpose of the bidders list is to provide the recipient [DNR] and entities receiving identified loans who conduct competitive bidding [municipalities] with a more accurate database of the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The bidders list is intended to be a list of all firms that are participating, or attempting to participate, on EPA assisted contracts."
- "The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs."
- The bidders list must be kept until construction and the project closeout process are complete.

### What information must be retained on the Bidders List?

- 1) Entity's name with point of contact;
- 2) Entity's mailing address, telephone number, and email address;
- 3) The procurement on which the entity bid or quoted, and when; and
- 4) Entity's status as an MBE/WBE or non-MBE/WBE.

### What is the exemption from the Bidders List requirement?

- A municipality receiving funds in the amount of \$250,000 or less in any single financial assistance agreement, or in more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the requirement to create and maintain a bidders list.
- This exemption is limited to the bidders list requirements only.



## REQUIRED CONTRACT CONDITIONS

***Include the following language in all construction contracts associated with a Federal Equivalency project.***

This project is being financed in whole or in part by the Wisconsin Department of Natural Resources through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). Municipalities constructing projects designated as federal equivalency must comply with the following federal laws and all applicable state and federal laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules and regulations.

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
- 2) Executive Orders 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts for municipalities over 3,300 population.
- 3) Executive Orders 11625, 12138 and 12432; 40 CFR part 33; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 437d); a 1993 appropriations act ("EPA's 8% statute"); Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
- 4) 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements
- 5) Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32, Subparts B and C. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <http://epls.arnet.gov/>.
- 6) Executive Order 13202, as amended by Executive Order 13208, does not allow bid specifications, project agreements or other controlling agreements to require or prohibit bidders, contractors or subcontractors to enter into or to adhere to project labor agreements.
- 7) Section 513 of the Federal Water Pollution Control Act (33 USC 1372) or Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United State Code. **Please note this provision ("Davis-Bacon") applies to ALL loan recipients.**







Environmental  
Protection Agency

OMB Control No: 2090-0080

Approved: 05/01/2008

Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR <sup>1</sup>	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

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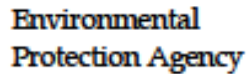
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CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr/> <div>Subcontractor Signature</div> <div>Title/Date</div>		

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



Approval Expires: 01/31/2011

NAME OF SUBCONTRACTOR <sub>1</sub>		PROJECT NAME	
ADDRESS		BID/PROPOSAL NO.	
TELEPHONE NO.		E-MAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME		PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Print Name Title			



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

<b>The following subcontractors<sup>1</sup> will be used on this project:</b>							
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?				
<p>I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).</p> <table border="0"><tr><td>_____ Signature of Prime Contractor</td><td>_____ Date</td></tr><tr><td>_____ Print Name</td><td>_____ Title</td></tr></table>				_____ Signature of Prime Contractor	_____ Date	_____ Print Name	_____ Title
_____ Signature of Prime Contractor	_____ Date						
_____ Print Name	_____ Title						

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



# DISADVANTAGED BUSINESS ENTERPRISE (DBE) SOLICITATION GUIDANCE

## ENVIRONMENTAL IMPROVEMENT FUND (EIF)

**All municipalities** applying for funds from the Environmental Improvement Fund (EIF) **must make good faith efforts** to solicit disadvantaged business enterprises (DBEs) in their construction projects. When procuring construction work, equipment, raw materials or supplies for a project, a municipality must comply with the DBE solicitation requirements whenever the procurement must be bid under the state procurement laws. The EIF includes the Clean Water Fund Program (CWFP) and the Safe Drinking Water Loan Program (SDWLP); DBEs include, but are not limited to, minority business enterprises (MBEs) and women business enterprises (WBEs).

**Prime contractors and subcontractors** participating in an EIF-funded project **must also make good faith efforts** whenever they subcontract for construction work, equipment, raw materials or supplies.

**IMPORTANT:** Good faith efforts **include solicitation** of DBEs **and other steps** identified in EIF Form 8700-294 (Revised August 2010), DBE Good Faith Certification Form, which the municipality must complete before receiving an EIF loan. See the Forms section below.

### Effective Date

For any **bids advertised on or after January 1, 2011** for an EIF-funded project, municipalities and contractors must meet the new DBE requirements, including the solicitation requirements below. Prime contractors and subcontractors must continue to use the solicitation methods described below under "Three Options to Meet Solicitation Requirements" when hiring any subcontractors for EIF projects, even if utilization goals have already been met.

### Three Options to Meet Solicitation Requirements

Municipalities, when hiring prime contractors; prime contractors, when hiring subcontractors; and subcontractors when hiring other subcontractors, must do **at least one** of the following in order to comply with DBE solicitation requirements:

1. **Include language in bid advertisements** that encourages DBEs to submit bid proposals. If contracts are advertised separately, each advertisement should include the DBE language.
  - **MUNICIPALITIES:** To make a good faith effort when hiring prime contractors, the municipality can add a simple statement to its advertisements for prime contractors such as "We encourage DBEs, including MBEs and WBEs, to submit bid proposals." The advertisements must appear at least in the official newspaper of public record for the municipality. ***The municipality must then submit a copy of the advertisement to the DNR along with other bid documents.***
  - **PRIME CONTRACTORS AND SUBCONTRACTORS:** To make a good faith effort when subcontracting, a contractor can advertise for subcontractors with an ad that includes a simple statement like "DBEs, including MBEs and WBEs, are encouraged to submit proposals." If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted. The advertisement(s) must appear in an industry trade publication and/or the official newspaper of public record for the municipality. ***The prime contractor should supply a copy of the advertisement to the consulting engineer or the municipality so they can submit it to the DNR along with other bid documents.***
2. **Contact DBEs on a Unified Certification Program (UCP) List** to solicit bids from these firms (e.g., firms registered in the WisDOT UCP, <http://www.dot.wisconsin.gov/business/engrserv/dbe-firms.htm>). This good faith effort option is available for municipalities, prime contractors and subcontractors to comply with the DBE requirements. The individual that makes the contacts should document all the contacts.
3. **Utilize DBEs registered with the UCP** (e.g., WisDOT UCP, <http://www.dot.wisconsin.gov/business/engrserv/dbe-firms.htm>). Municipalities must require prime contractors to complete and submit with bids EPA Form 6100-4, DBE Subcontractor Utilization Form, for any DBE subcontractors they intend to use on the contract. ***Municipalities must then submit those forms to DNR along with other bidding documents prior to loan closing.***

## When Solicitation Requirements Are Not Met

- If none of the above options are used by the municipality and the construction contractor(s) to meet DBE solicitation requirements for a project, **8% of the construction costs in the project budget will be ineligible for CFWP or SDWLP funding.**
- **MUNICIPALITIES:** If a contractor follows at least one of the options to meet DBE solicitation requirements for a project contract, but the municipality uses none of the options to meet DBE solicitation requirements for a project contract, **1% of the construction costs in the project budget for that contract will be ineligible for CFWP or SDWLP funding.**
- **PRIME CONTRACTORS:** If a municipality uses at least one of the options to meet DBE solicitation requirements for a project contract, but the prime contractor uses none of the options to meet DBE solicitation requirements, **7% of the costs of that specific construction contract that would have been eligible for subsidy will instead be ineligible for funding.**

## Forms

Use the following forms to document good faith efforts and DBE utilization. You can obtain all EIF forms from our website at <http://www.dnr.wi.gov/org/caer/cfa/EL/FORMS/forms.html>, or by contacting Meja Maka at (608) 266-9193 or [meja.maka@wisconsin.gov](mailto:meja.maka@wisconsin.gov). The EPA forms are further explained in the “Contract Packet for DBE Compliance”, which is also available on our website.

1. **EIF Form 8700-294 - DBE Good Faith Certification Form** (Revised August 2010). This mandatory form asks the municipality to certify that required steps were taken to utilize DBEs, including MBEs and WBEs, in its EIF project. The municipality must answer several questions and provide explanations or justification for any “no” answers as to why specific steps were not taken.
2. **EPA Form 6100-2 – DBE Program Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have. This form is submitted directly to EPA.
3. **EPA Form 6100-3 – DBE Program Subcontractor Performance Form.** This form captures an intended subcontractor’s description of work to be performed for the prime contractor and the price of the work submitted to the prime.
4. **EPA Form 6100-4 – DBE Program Subcontractor Utilization Form.** This form captures the prime contractor’s intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

## Contract Packet

When letting a contract for a project that may be financed with CFWP or SDWLP financial assistance, municipalities designated as “federal equivalency” must include specific language and forms in the bidding documents.

**CFWP Federal Equivalency:** Federal Equivalency projects will be selected by the department; selected municipalities will be notified in advance of bidding.

**SDWLP Federal Equivalency:** All projects in municipalities with populations above 3,300 will be designated as Federal Equivalency projects and subject to all DBE requirements.

See the “Contract Packet” on our News, Dates & Events web page at <http://dnr.wi.gov/org/caer/cfa/EL/Section/news.html> or under Forms & Publications at <http://dnr.wi.gov/org/caer/cfa/EL/FORMS/forms.html> for details of what must be included in the bidding documents. If a municipality is requesting refinancing of a previously constructed project and the Contract Packet documents were not included in the bids, a municipality may complete and submit the required forms to meet this requirement.

## Further Information

For further information regarding DBE procurement requirements, contact the EIF project manager assigned to your project or contact Meja Maka at (608) 266-9193 or [meja.maka@wisconsin.gov](mailto:meja.maka@wisconsin.gov). Information is also available on the EIF website at <http://dnr.wi.gov/org/caer/cfa/EL/Guide/MBE.html>. We will be updating these web pages in the near future.

FOR MORE INFORMATION

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Contact us at the phone number below or visit our website at:  
<http://www.dnr.state.wi.us/org/caer/cfa/EL/elindex.html>

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**Disclaimer:** *This information is intended solely as guidance, and does not contain any mandatory requirements except where requirements are found in regulations, statute or administrative rule. This guidance does not establish or affect legal rights or obligations, and is not finally determinative of any of the issues addressed. This guidance cannot be relied upon and does not create any rights enforceable by any party in litigation with the State of Wisconsin or the Department of Natural Resources. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing regulations, statutes and administrative rules to the relevant facts.*

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## Wisconsin DNR

### Bureau of Community Financial Assistance

Environmental Loans Section – CF/2

P O Box 7921

Madison WI 53707-7921

Phone (608) 266-7555

Fax (608) 267-0496



The Wisconsin Department of Natural Resources provides equal opportunity in its employment programs services and functions under an Affirmative Action Plan. If you have any questions, please write to: Equal Opportunity Office, Department of Interior, Washington, D.C. 20240.

This publication is available in alternative format (large print, Braille, audio tape, etc.) upon request. Please call (608) 266-7555 for more information.

PUBL-CF-029 2010



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## **PREVAILING WAGE RATE INFORMATION**

The prevailing wage rates on this project shall be in accordance with the Department of Labor and comply with the requirements of Davis-Bacon and related Acts.

## Appendix E

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**



## Appendix F

### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the **subrecipient** (s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**Subrecipient** s may obtain wage determinations from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov).

(ii)(A) The **subrecipient** (s), on behalf of EPA, shall require that any class of laborers or mechanics,



including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the **subrecipient** (s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the **subrecipient** (s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the **subrecipient** (s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may

consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **subrecipient** (s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **subrecipient**, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State

recipient or EPA. As to each payroll copy received, the **subrecipient** shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **subrecipient** (s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the **subrecipient** (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United

States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the

work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and **Subrecipient** (s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. **Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The **subrecipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF [4.6](#) . As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **subrecipient**, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29](#) CFR 5.1, the **Subrecipient** shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the **Subrecipient** shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## Appendix H

LABOR STANDARDS INTERVIEW							
CONTRACT NUMBER				EMPLOYEE INFORMATION			
NAME OF PRIME CONTRACTOR				LAST NAME		FIRST NAME	
NAME OF EMPLOYER				STREET ADDRESS			
SUPERVISOR'S NAME				CITY		STATE	
LAST NAME				FIRST NAME		MI	
				WORK CLASSIFICATION		WAGE RATE	
ACTION						CHECK BELOW	
						YES NO	
Do you work over 8 hours per day?							
Do you work over 40 hours per week?							
Are you paid at least time and a half for overtime hours?							
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?							
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?							
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?				TOOLS YOU USE			
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)							
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)							
THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE							
EMPLOYEE'S SIGNATURE						DATE (YYMMDD)	
INTERVIEWER		SIGNATURE		TYPED OR PRINTED NAME		DATE (YYMMDD)	
INTERVIEWER'S COMMENTS							
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED				ACTION (If explanation is needed, use comments section)		YES NO	
				IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?			
				ARE WAGE RATES AND POSTERS DISPLAYED?			
FOR USE BY PAYROLL CHECKER							
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?							
<input type="checkbox"/> YES <input type="checkbox"/> NO							
COMMENTS							
CHECKER							
LAST NAME		FIRST NAME		MI		JOB TITLE	
SIGNATURE						DATE (YYMMDD)	