



**PROJECT NO. 14110**

**CONTRACT SPECIFICATIONS**

**BACKWASH SUPPLY ELEVATED TANK REPAINTING**

**OAK CREEK WATER AND SEWER UTILITY**

**April 17, 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)**

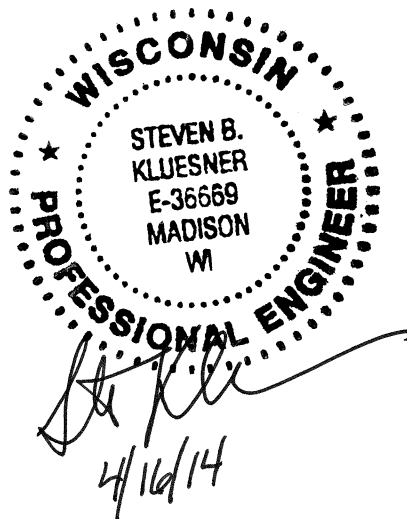
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OAK CREEK WATER & SEWER UTILITY

April 17, 2014



Design Engineer (ENGINEER)

Steven B. Kluesner, P.E.  
Strand Associates, Inc.®  
910 W. Wingra Drive  
Madison, WI 53715  
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Utility Engineer (OWNER)

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Oak Creek Water and Sewer Utility  
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. 14110, BACKWASH SUPPLY ELEVATED TANK REPAINTING, consists of surface preparation and repainting the interior wet portions of a 300,000-gallon single-pedestal spheroid elevated tank located at the water treatment plant site with the following approximate quantities:

Item	Quantity	Units
Elevated Tank Repainting	1	Lump Sum

**TIME**                    Proposals must be received by the office of the Utility, 170 W. Drexel Avenue, no later than 9:00 a.m., Thursday, May 1, 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 April 17, 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 or state law, whichever applies, and such wage is incorporated by reference, as it may be amended from time to time. If the United States Department of Housing and Urban Development or State of Wisconsin, Department of Workforce Development has issued a wage rate determination, then it shall apply.

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

**EQUAL  
OPPORTUNITY**

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

**BID REJECTION**

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

**BID  
WITHDRAWAL**

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

## **INSTRUCTIONS TO BIDDERS**

### **1. Proposal Forms**

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

### **2. Quantities**

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

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

### **3. Prior Examination of Contract Documents and Worksite**

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

### **4. Inadequacies and Omissions**

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

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

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

## **5. Subcontractors**

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

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

## **6. Time of Performance**

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

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

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

## **7. Proposal Guaranty**

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

## **8. Requirements for Signing Proposals**

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

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

## **9. Submission of Proposal**

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

## **10. Withdrawal of Proposal**

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

## **11. Bid Prices**

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

## **12. Double Bidding**

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



### **13. Disqualifying of Bid Proposal**

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

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

### **14. Right to Accept or Reject Bids**

The Utility reserves the unqualified right to reject any or all bids at its sole and absolute discretion, or to reject any or all bids where the Utility Engineer has determined that the contractor or bidder has unbalanced his bid and unit prices.

The Utility further reserves the unqualified right to waive any irregularities in any bid, or to accept any bid which will best serve the interests of the Utility. The Utility also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the bid, if the same are considered excessive or unreasonable, or to accept any or all such unit prices which may be considered fair and reasonable.

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

### **15. Award of Contract**

If the Contract is awarded, it will be awarded to the responsive and responsible Bidder with the lowest lump sum bid whose evaluation by Utility indicates to Utility that the award will be in the best interest of the Project. If the Contract is to be awarded, it will be awarded based on the lowest lump sum bid for the selected alternative. The selected alternative may not necessarily be the lowest cost alternative.

### **16. 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.

**17. 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.

**18. 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.

**19. 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.

May 1, 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 location and for the price set forth in the attached Schedules One and Two.

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

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

This proposal submitted by:

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

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

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

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

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

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

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

**SWORN STATEMENT OF BIDDER**

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

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

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

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

Affix corporate seal below.

|

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

Firm \_\_\_\_\_

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

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

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

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**INFORMATION ON SUBCONTRACTORS**

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

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

**LIST OF DRAWINGS**

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Title Sheet, Location Map, and List of Drawings
2	Site Plan
3	Tank Elevation

Plan sheets located at end of specifications.

**LUMP SUM BID ALTERNATIVES:**

**ALTERNATIVE NO. 1-JULY 16, 2014 SUBSTANTIAL COMPLETION**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Words) (Numbers)

**ALTERNATIVE NO. 2-SEPTEMBER 19, 2014 SUBSTANTIAL COMPLETION**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Words) (Numbers)

## **DETAILED SPECIFICATIONS**

### **I. GENERAL**

#### **A. INTRODUCTION**

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

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

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

1. General Specifications of the Department of Engineering, City of Oak Creek, hereinafter referred to as the General Specifications in these Detailed Specifications.
2. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with addendums hereinafter referred to as the Standard Specifications in these Detailed Specifications.
3. These Detailed Specifications.
4. The Construction Plans.
5. 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. Supervision and Superintendence



Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

## 2. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all persons on the Site or who may be affected by the Work;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- c. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed.

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### 3. Hazard Communication Programs

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

## **II. 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. ADDITIONAL INSURED ENDORSEMENTS

Contractor shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds OWNER and ENGINEER as well as other individuals or entities so identified, using Additional Insurance Endorsement Form CG 20 26 07 04, CG 81 11 05 06, CG 20 10 07 04, or equivalent form. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the "products completed operations coverage."

Endorsements or General Liability policy shall not exclude supervisory or inspection services.

Contractor shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.

E. 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

**III. 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.

**IV. 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 project shall be considered to include all surface preparation and painting complete along with filling and disinfection of tank 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. "

## **V. 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 and prepaint meetings as arranged by the Utility Engineer and Design Engineer.
- B. Issuance of the Notice to Proceed by the Utility Engineer.
- C. Alternative 1 Completion of tank painting, tank filling and disinfection, and all other work to allow use of the tank by Owner shall be completed by July 16, 2014. The entire project, including site restoration and clean up shall be completed no later than July 31, 2014.
- D. Alternative 2 Completion of tank painting, tank filling and disinfection, and all other work to allow use of the tank by Owner shall be completed by September 19, 2014. The entire project, including site restoration and clean up shall be completed no later than September 30, 2014.

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.

**VI. 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.

**VII. LIQUIDATED DAMAGES**

When the work embraced in the contract is not completed within the time stated in the Detail Specifications for the entire work, including testing, flushing, and site 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.

**VIII. TECHNICAL SPECIFICATIONS**

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CONTRACT 14110  
OAK CREEK WATER AND SEWER UTILITY**

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END OF SECTION



## SECTION 01010

### SUMMARY OF WORK

#### PART 1–GENERAL

##### 1.01 DIVISION ONE

- A. The requirements of Division 1 apply to all sections of the Contract(s).

##### 1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

##### 1.03 CONTRACT DOCUMENTS–INTENT AND USE

A. Intent of Documents:

1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:

1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
2. CONTRACTOR shall use all of the Project Drawings and Specifications:
  - a. For a complete understanding of the Project.
  - b. To determine the type of construction and systems required.
  - c. For coordination with other contractors.
  - d. To determine what other work may be involved in various parts or phases.
  - e. To anticipate and notify others when work by others will be required.
  - f. And all other relevant matters related to the project.
3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

## 1.04 CONSTRUCTION REQUIREMENTS

### A. General Information and Requirements:

1. The Oak Creek Water Utility operates the WTP 24 hours per day (Monday through Sunday). Normal working hours for the Utility are from 7:30 A.M. to 4 P.M., Monday through Friday, except holidays. No work will be allowed on Saturday, Sunday, holidays, or beyond the normal working hours unless approved by OWNER.
2. CONTRACTOR will be allowed to perform surface preparation and painting on the tank only while ENGINEER is present at the site and CONTRACTOR must notify ENGINEER at least 48 hours prior to commencing with any of the work specified for this project. Observation by ENGINEER will be provided by OWNER at no cost to CONTRACTOR, except that ENGINEER time shall be charged to CONTRACTOR in addition to the specified liquidated damages after CONTRACTOR has exceeded the time of completion. If CONTRACTOR requests to work on Saturday, Sunday, or declared OWNER holidays, ENGINEER will be available but CONTRACTOR must pay for ENGINEER's wages for such work.
3. CONTRACTOR shall submit a written schedule showing the timeline for the tank repainting. This schedule shall be provided to OWNER and ENGINEER at least one week prior to mobilization to the site.
4. It shall be the responsibility of CONTRACTOR to not in any way impair the normal treatment or operation efficiency of the facilities, regardless of the Work underway.
5. Operation of the water supply and treatment facilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with the water utility operation staff at all times, and removal of the backwash supply tank from service shall be coordinated by CONTRACTOR with OWNER and ENGINEER. Prior to removing or placing the backwash supply tank in or out of service, CONTRACTOR shall request in writing authorization from OWNER with a written schedule showing the timeline for the tank to be out of service. CONTRACTOR shall attach to all requests for placing the backwash supply tank in service, a schedule for filling and disinfecting. The laboratory results for bacteriological test showing that safe samples were obtained will be required prior to substantial completion.
6. CONTRACTOR shall maintain plant site roadways open at all times to meet OWNER's requirements, including chemical deliveries. Access by roadway to other plant facilities including delivery of chemicals shall be maintained, except as approved by OWNER. CONTRACTOR shall be responsible for maintaining roadways in drivable conditions.
7. All existing equipment inside or on the tank, along with all neighboring structures shall be protected at all times from CONTRACTOR's work.

## 1.05 CONTRACTOR USE OF SITE

### A. General:

1. The "area of the site" referred to in these specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the project right-of-way, or the easements obtained for the project shall be considered the "area of the site."
2. Construction activities shall be confined within the "area of the site" limits.
3. From the start of work to completion, CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work to the conditions which previously existed.

5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:

1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER and as shown on the Drawings.
3. Access to the site for delivery of construction material or equipment shall be at locations shown on the Drawings.

1.06 EXISTING SERVICES, STRUCTURES, AND UNDERGROUND FACILITIES

- A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by OWNER.
- B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.
- C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- D. Should uncharted or incorrectly charted piping or other utilities be encountered during installation, notify OWNER and consult with utility owner immediately.
- E. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation and repair any damaged utilities as required by utility owner.
- F. CONTRACTOR shall not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.
- G. Any accidental interruption of services shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- H. CONTRACTOR shall proceed with caution in the preparation of the Site so the exact location of structures can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such structures required to complete the Work unless specifically indicated otherwise in the Specifications.
- I. CONTRACTOR shall keep an accurate and complete record of all such structures encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.
- J. CONTRACTOR shall inspect all structures for condition and soundness. Unsound conditions shall be reported to the structure or facility owner immediately after exposing. CONTRACTOR shall not proceed with the work until the structure or facility owner has been notified. OWNER shall then be given time to inspect and correct, if required, the structure.

- K. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing structure encountered shall be paid for by CONTRACTOR.
- L. Whenever ENGINEER feels it is necessary to explore to determine the location of existing structures, CONTRACTOR shall make explorations for such purposes. If CONTRACTOR is required to perform additional work in making the explorations, extra compensation may be allowed.

#### 1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.
- D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.
- E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

#### 1.08 AVAILABILITY OF LANDS

- A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

### PART 2-PRODUCTS

NOT APPLICABLE

### PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Measurement and Payment–Lump Sum.

1.02 MEASUREMENT AND PAYMENT–LUMP SUM

- A. No separate measurement for payment will be performed for Lump Sum Work.
- B. CONTRACTOR shall estimate percentage of Work completed. ENGINEER and OWNER will review CONTRACTOR's estimate of quantity of Work completed.
- C. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.
- D. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01039

### COORDINATION, FIELD ENGINEERING, AND MEETINGS

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Coordination.
  - 2. Field engineering.
  - 3. Progress meetings.
  - 4. Prepainting meetings.

##### 1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. CONTRACTOR shall coordinate completion and clean up of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.
- C. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

##### 1.03 FIELD ENGINEERING

- A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.

##### 1.04 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR.
- B. The project schedule shall be updated weekly. CONTRACTOR shall provide the following information with any updates to schedule.
  - 1. Construction progress, including:
    - a. Activities completed this reporting period.
    - b. Activities in progress this reporting period.
    - c. Activities scheduled to commence this reporting period.
  - 2. Description of problem areas.
  - 3. Current and anticipated delays.
    - a. Cause of the delay.
    - b. Corrective action and schedule adjustments to correct the delay.
    - c. Impact of the delay on other activities, on milestones, and on completion dates.

#### 1.05 PREPAINTING MEETING

- A. When required in individual specification sections, CONTRACTOR shall convene a prepainting meeting at Work Site prior to commencing Work of the section.
- B. CONTRACTOR shall require attendance of parties directly affecting or affected by work of the specific section.
- C. CONTRACTOR shall notify ENGINEER seven days in advance of meeting date.
- D. ENGINEER shall prepare agenda and preside at meeting:
  - 1. Review conditions of preparation and installation procedures.
  - 2. Review coordination with related work.
- E. ENGINEER shall record minutes and distribute copies to participants.

#### PART 2-PRODUCTS

NOT APPLICABLE

#### PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01045

### CUTTING, PATCHING, AND ALTERATIONS

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
  - 1. Make its several parts fit together properly.
  - 2. Uncover portions of the Work to install improperly sequenced Work.
  - 3. Remove and replace defective Work.
  - 4. Remove and replace Work not conforming to requirements of the Contract Documents.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Rehabilitate or renovate existing spaces.

##### 1.02 REFERENCES

- A. ANSI A10 Safety Requirements for Construction and Demolition.

##### 1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform all alterations in strict accordance with pertinent requirements of these Specifications.
- B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

##### 1.04 SCHEDULING AND COORDINATION

- A. All work under this section shall be coordinated with OWNER's work forces and those of other contractors and shall be accomplished at times acceptable to OWNER.

#### PART 2—PRODUCTS

##### 2.01 NEW MATERIALS

- A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.
- B. All new materials shall match existing products and work.
- C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

##### 2.02 SALVAGEABLE MATERIAL

- A. Materials or items designated to be reinstalled or to become the property of OWNER shall be as specified or as shown on the Drawings.



- B. CONTRACTOR shall remove such items with care under the supervision of the trade responsible for reinstallation.
- C. CONTRACTOR shall store these materials (off-site if necessary) and protect from damage until they are incorporated into the new work.
- D. Materials or items damaged in its removal shall be replaced by CONTRACTOR with similar new material at no additional cost to OWNER.
- E. Where existing equipment or fixtures are indicated to be reused, CONTRACTOR shall repair such equipment and refinish as specified elsewhere.

### 2.03 UNSALVAGEABLE MATERIALS

- A. Materials or items demolished and not designated to become the property of OWNER or not designated to be reinstalled shall become the property of CONTRACTOR and shall be removed from the site and legally and properly disposed of by CONTRACTOR.
- B. Materials shall be removed by CONTRACTOR in a manner that will avoid damage to materials or equipment to remain.

## PART 3-EXECUTION

### 3.01 INSPECTION

- A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during alterations.
- B. After uncovering the work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.
- C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.
- D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.
- E. Beginning of alterations work means acceptance of existing conditions by CONTRACTOR.

### 3.02 PREPARATION AND PROTECTION

- A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.
- B. Temporary supports must adequately carry all existing and imposed load.
- C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.

- D. CONTRACTOR shall provide temporary partitions or barriers to contain all dust, dirt, and debris from entering into finished areas or areas where OWNER is operating or storing products.
- E. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.
- F. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the work which may be exposed by alterations.
- G. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- H. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

### 3.03 PERFORMANCE

- A. CONTRACTOR shall accomplish all work of alterations using only persons skilled in the appropriate trade.
- B. CONTRACTOR shall execute the work in a careful and orderly manner with the least possible disturbance to the public and OWNER.
- C. CONTRACTOR shall execute alterations by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- D. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.
- E. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
  - 1. For continuous surfaces, refinish to nearest intersection.
  - 2. For an assembly, refinish entire unit.

### 3.04 DEMOLITION, CUTTING, AND REMOVAL

- A. Construction that is to remain which is damaged or defaced as a result of careless work and is unsuitable for use intended shall be removed and replaced at no additional cost to OWNER.
- B. CONTRACTOR shall clean areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.
- C. CONTRACTOR shall not let piled waste material endanger the structure.

### 3.05 PATCHING, EXTENDING, AND MATCHING

- A. Patching work shall conform to the standards of the Specifications where applicable, and where not specified, work shall conform to the highest standards of the applicable trade.
- B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.

- C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.
- D. CONTRACTOR shall provide adequate support to substrate for patching finishes.

END OF SECTION

## SECTION 01060

### REGULATORY REQUIREMENTS

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. OSHA Requirements.
  - 2. Roadway Limits.
  - 3. Permits.
  - 4. Wage Rates.

##### 1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."

##### 1.03 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

##### 1.04 PERMITS

- A. The following permit was obtained by OWNER: Department of Natural Resources.
- B. CONTRACTOR shall comply with all provisions of this permit and shall be responsible for notifications as required by this permit. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

##### 1.05 WAGE RATES

- A. Not less than the prevailing wage rates for this area shall be paid to the workers employed to do the Work under this Contract.
- B. CONTRACTOR shall comply with all provisions of Section 66.0903 and Section 103.49 of the Wisconsin Statutes, and Wisconsin Administrative Code Chapter DWD 290. Unless exempted by Statute, CONTRACTOR shall comply with the following:
  - 1. Subsection 66.0903(10)(a) requires that records be kept of employee's names, trades or occupation, hours worked, and wages paid.
  - 2. Subsection 66.0903(8) requires that a copy of the wage rate determination, if issued for this project, be posted in at least one conspicuous and easily accessible place at the site of the project.
  - 3. Subsection 66.0903(9)(b) requires that each agent or Subcontractor furnish evidence to CONTRACTOR of compliance with Subsection 66.0903(10).
  - 4. Subsection 66.0903(9)(c) requires that upon completion of the Project and prior to final payment, CONTRACTOR must file with the municipality an affidavit stating that it has complied fully with the provisions and requirements of the wage rate

determination and that CONTRACTOR has received evidence of compliance from each of its agents and Subcontractors. A municipality may not authorize final payment until such an affidavit is filed in proper form and order. See attached form.

- C. See Wage Rate Forms bound at the end of the specifications. The forms bound at the end of the specifications may not include all forms that may be applicable to your project. CONTRACTOR shall check the DWD Website for other applicable or updated forms.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01090

### REFERENCE STANDARDS AND DEFINITIONS

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Reference Standards:
    - a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
    - b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
    - c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
  - 2. Definitions:
    - a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
    - b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of other general contract documents.
    - c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.
- B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

##### 1.02 QUALITY ASSURANCE

- A. Familiarity with Pertinent Codes and Standards:
  - 1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
  - 2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.
- B. Overlapping or Conflicting Requirements:
  - 1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless

more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

### 1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA            Aluminum Association  
1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA        American Architectural Manufacturer's Association  
1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO     American Association of State Highway & Transportation Officials  
444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI          American Concrete Institute  
38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI            Asphalt Institute  
2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC         American Institute of Steel Construction  
One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI         American Iron and Steel Institute  
25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI         American National Standards Institute  
25 West 43rd Street, New York, NY 10036
9. APA          American Plywood Association  
7011 South 19th, Tacoma, WA 98466-5333

10. API American Petroleum Institute  
1220 L Street NW, Washington, DC 20005-4070
11. ARI Air-Conditioning & Refrigeration Institute  
4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers  
1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME American Society of Mechanical Engineers  
Two Park Avenue, New York, NY 10016-5990
14. ASSE American Society of Sanitary Engineering  
901 Canterbury Suite A, Westlake, OH 44145
15. ASTM ASTM International  
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
16. AWI Architectural Woodwork Institute  
46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA American Wood Protection Association  
P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS American Welding Society  
8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA American Water Works Association  
6666 West Quincy Avenue, Denver, CO 80235
20. BHMA Builder's Hardware Manufacturers Association  
355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA Brick Industry Association  
1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI Concrete Reinforcing Steel Institute  
9333 North Plum Grove Road, Schaumburg, IL 60173
23. EJMA Expansion Joint Manufacturers Association  
25 North Broadway, Tarrytown, NY 10591
24. FM FM Global  
FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919
25. FTI Facing Tile Institute  
Box 8880, Canton, OH 44711



26. GA Gypsum Association  
6525 Belcrest Road Suite 480, Hyattsville, MD 20782
27. GANA Glass Association of North America  
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
28. ICC International Code Council  
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
29. IES Illuminating Engineering Society  
120 Wall Street, Floor 17, New York, NY 10005-4001
30. MIL Military Specifications  
Naval Publications and Forms Center  
5801 Tabor Avenue, Philadelphia, PA 19120
31. NAAMM National Association of Architectural Metal Manufacturers  
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
32. NCMA National Concrete Masonry Association  
13750 Sunrise Valley Drive, Herndon, VA 20171-4662
33. NECA NECA  
National Electrical Contractors Association  
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
34. NEMA National Electrical Manufacturers Association  
1300 North 17th Street Suite 1752, Rosslyn, VA 22209
35. NFPA National Fire Protection Association  
1 Batterymarch Park, Quincy, MA 02169-7471
36. NIST National Institute of Standards and Technology  
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070  
Gaithersburg, MD 20899-1070
37. NRCA National Roofing Contractors Association  
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
38. NSF National Sanitation Foundation International  
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
39. OSHA Occupational Safety & Health Administration  
200 Constitution Avenue NW, Washington, DC 20210
40. PCA Portland Cement Association  
5420 Old Orchard Road, Skokie, IL 60077
41. PCI Prestressed Concrete Institute  
200 West Adams Street Suite 2100, Chicago, IL 60606

- 42. SAE            Society of Automotive Engineers  
SAE World Headquarters  
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 43. SDI            Steel Deck Institute  
P.O. Box 25, Fox River Grove, IL 60021
- 44. SDI            Steel Door Institute  
30200 Detroit Road, Westlake, OH 44145-1987
- 45. SIGMA        Sealed Insulating Glass Manufacturers Assoc.  
401 North Michigan Avenue Suite 2400, Chicago, IL 60611
- 46. SJI            Steel Joist Institute  
234 Cheves Street, Florence, SC 29501
- 47. SMACNA      Sheet Metal and Air Conditioning  
Contractor's National Association  
4201 Lafayette Center Drive, Chantilly, VA 20151-1219
- 48. SSPC         Society for Protective Coatings  
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656
- 49. TCA            Tile Council of America  
100 Clemson Research Boulevard, Anderson, SC 29625
- 50. ICC            International Code Council  
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
- 51. UL            Underwriters Laboratories  
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:
  - 1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
  - 2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

- B. Intent of Certain Terms or Adjectives:
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by ENGINEER. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to any provision of the Contract Documents.
  2. In no case will “approval” by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
  2. Actual work must comply with (or within specified tolerances) or exceed minimums.
  3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

## PART 2–PRODUCTS

NOT APPLICABLE

## PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
  - 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
  - 3. The type of submittal requirements specified in this section include progress schedule, shop drawings, product data, samples, and other miscellaneous work related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section.

##### 1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
  - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
  - 2. Name and location of project and identification number.
  - 3. Drawing number and specifications section number to which the submittal applies.
  - 4. Include the date of each submittal or resubmittal.

##### 1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

##### 1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

## 1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial schedule in duplicate within 10 days after date of OWNER-CONTRACTOR Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

## 1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the Work. Applications for payment beyond 25% of the Contract amount will not be recommended for payment until all shop drawings are submitted or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the procedure described below. Except as noted, six color copies of shop drawings and descriptive data shall be submitted to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped "Approved as Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.
- F. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR

shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."

- G. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- H. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- I. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.

#### 1.07 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER's review and selection.
- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

#### 1.08 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.09 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.
- B. Shop Drawings and Product Data:
  - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
  - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

1.10 MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01400

### QUALITY CONTROL

#### PART 1–GENERAL

##### 1.01 SUMMARY

- A. Work Includes:
  - 1. Quality Assurance–Control of Installation.
  - 2. Tolerances.
  - 3. Manufacturers' Field Services and Reports.

##### 1.02 QUALITY ASSURANCE–CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

##### 1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

##### 1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.



- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01500

### TEMPORARY FACILITIES

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Temporary utilities.
  - 2. Temporary support facilities.
  - 3. Removal of temporary facilities.
- B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.
- C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion.
- D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
  - 1. Furnish all necessary labor and materials.
  - 2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
  - 3. Maintain such connections.
  - 4. Remove temporary installation and connection when no longer required.
  - 5. Restore services and sources of supply to proper operating conditions.

##### 1.02 TEMPORARY UTILITIES

- A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.
- B. Temporary Electrical Services:
  - 1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. CONTRACTOR shall remove all temporary services when Project is complete.
  - 2. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
  - 3. Permanent electrical equipment or wiring may be used with written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance.
- C. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.

- D. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.
- E. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.

#### 1.03 TEMPORARY SUPPORT FACILITIES

- A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.
- B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

#### 1.04 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to substantial completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.
- C. Minor temporary facilities which interfere with OWNER's operations shall be removed at the end of each Work period.

### PART 2-PRODUCTS

NOT APPLICABLE

### PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01560

### TEMPORARY CONTROLS

#### PART 1–GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Dust Control.
  - 2. Noise Control.
  - 3. Site Security.
  - 4. Daily Cleanup.

#### PART 2–PRODUCTS

NOT APPLICABLE

#### PART 3–EXECUTION

##### 3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.
- B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

##### 3.02 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

##### 3.03 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.04 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.
- B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

## SECTION 01590

### FIELD OFFICES AND SHEDS

#### PART 1–GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Materials, equipment, and furnishings.
  - 2. Construction.
  - 3. Environmental control.
  - 4. CONTRACTOR office and facilities.
  - 5. Storage areas and sheds.
  - 6. Maintenance and cleaning.
  - 7. Removal.

#### PART 2–PRODUCTS

##### 2.01 MATERIALS, EQUIPMENT, AND FURNISHINGS

- A. Materials, equipment, and furnishings shall be serviceable, new or used, and adequate for required purpose.

##### 2.02 CONSTRUCTION

- A. CONTRACTOR shall provide structurally sound, secure, weathertight enclosures for storage spaces.
- B. Temperature transmission resistance of floors, walls, and ceilings shall be compatible with storage requirements.
- C. Exterior materials shall be weather resistant.
- D. Provide appropriate type fire extinguisher at each storage area.
- E. Interior materials in storage sheds shall be as required to provide specified conditions for storage of products.

##### 2.03 ENVIRONMENTAL CONTROL

- A. Heating and ventilation for storage spaces shall be as needed to maintain products in accordance with Contract Documents and to provide adequate lighting for maintenance and observation of products.

##### 2.04 CONTRACTOR OFFICE AND FACILITIES

- A. CONTRACTOR shall provide facilities to meet CONTRACTOR's needs.
- B. Provide telephone as required for CONTRACTOR's needs.

## 2.05 STORAGE AREAS AND SHEDS

- A. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01600–Materials and Equipment.

## PART 3–EXECUTION

### 3.01 MAINTENANCE AND CLEANING

- A. CONTRACTOR shall maintain approach walks free of mud and water.

### 3.02 REMOVAL

- A. Upon final acceptance and completion of the Work, CONTRACTOR shall remove field offices, foundations, utility services, and debris and shall restore areas.

END OF SECTION

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

##### 1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

##### 1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.
- D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.
- E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.



#### 1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.
- C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately on delivery, CONTRACTOR shall inspect shipment to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Accessories and installation hardware are correct.
  - 4. Containers and packages are intact and labels legible.
  - 5. Products are protected and undamaged.

#### 1.05 STORAGE AND PROTECTION

- A. General:
  - 1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
  - 2. Available storage space at the Site is limited. Any additional off-site space required shall be arranged by CONTRACTOR.
  - 3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
  - 4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.
- B. In enclosed storage, CONTRACTOR shall:
  - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
  - 2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
  - 3. Provide ventilation for sensitive products as required by manufacturer's instructions.
  - 4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
  - 5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
  - 6. Store liquid materials away from fire or intense heat and protect from freezing.
- C. At exterior storage, CONTRACTOR shall:
  - 1. Store unit materials out of reach of dirt, water, mud and splashing.
  - 2. Store tools or equipment that carry dirt outside.
  - 3. Store large equipment so as not to damage the Work or present a fire hazard.

4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

#### 1.06 MAINTENANCE OF STORAGE

- A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.
- B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.
- C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

#### 1.07 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.
- B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

### PART 2-PRODUCTS

NOT APPLICABLE

### PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01650

### STARTING OF SYSTEMS

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Starting equipment and systems.
  - 2. Start-up and testing.
- B. CONTRACTOR shall perform the Work described in the following subsections.

##### 1.02 STARTING EQUIPMENT AND SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify ENGINEER and OWNER a minimum of seven days prior to start-up of each item.
- C. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.
- F. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- G. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted to ENGINEER. CONTRACTOR shall be responsible for correcting all deficiencies noted in report.

##### 1.03 START-UP AND TESTING

- A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, OWNER, and ENGINEER and also manufacturer if requested by OWNER or ENGINEER.
- B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations. Temporary conditions shall include filling with water, if necessary, to check equipment and materials.

- C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.
- D. When CONTRACTOR has finally cleaned and repaired the work, CONTRACTOR shall notify ENGINEER for final check of work. If the work is not found satisfactory, ENGINEER may require further cleaning and repairing. In no case will final payment be made until CONTRACTOR has complied with all requirements set forth and ENGINEER has made final review of entire work and is satisfied the work conforms, in general, with the plans, specifications, and contract.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1—GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Closeout procedures.
  - 2. Final cleaning.
  - 3. Adjusting.
  - 4. Project record documents.
  - 5. Warranties.

##### 1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
  - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
  - 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
  - 3. Submit consent of surety (if surety required in Contract).
  - 4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

##### 1.03 FINAL CLEANING

- A. It is CONTRACTOR's responsibility to completely clean up the inside and outside of the tank and the construction site at the completion of the Work.
- B. CONTRACTOR shall clean areas of the tank in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
  - 1. Removal of trash and rubbish from these areas.
  - 2. Broom cleaning of floors.
  - 3. Removal of any dust and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.
- C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
  - 1. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

2. Clean site; sweep paved areas, rake clean landscaped surfaces.
3. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

#### 1.04 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operation.

#### 1.05 PROJECT RECORD DOCUMENTS

- A. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by addenda and modifications.

#### 1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.
- B. Submit warranty information as follows:
  1. Provide notarized copies.
  2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
  3. Submit with request for certificate of Substantial Completion.
  4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

### PART 2-PRODUCTS

NOT APPLICABLE

### PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

## SECTION 02930

### RESTORATION

#### PART 1–GENERAL

##### 1.01 SUMMARY

- A. Work Included:
  - 1. Placement of topsoil.
  - 2. Fertilizing.
  - 3. Seeding.
  - 4. Mulching.
  - 5. Maintenance.
- B. All areas disturbed by CONTRACTOR's use of the site shall be restored.
- C. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.
- D. Payment: Payment for restoration shall be at the lump sum price bid. Costs for topsoiling, seeding, fertilizer, mulching, and maintenance of restored areas shall be included in the lump sum price bid.

##### 1.02 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to Standard Specifications for Sewer and Water Construction in Wisconsin, sixth edition, with addendums.

##### 1.03 QUALITY ASSURANCE

- A. All work shall be in accordance with Standard Specifications, unless noted otherwise.

#### PART 2–PRODUCTS

##### 2.01 TOPSOIL

- A. Topsoil: Topsoil shall meet requirements of Chapter 2.7.4 and Type C lawn replacement. Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, stones greater than 3/4 inches in size, clay or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.

##### 2.02 SEED

- A. Seed mixture shall meet the requirements of Chapter 8.47.0 and Chapter 2.7.4, Type C lawn replacement.

## 2.03 FERTILIZER

- A. Fertilizer shall follow Chapter 2.7.4, Type C lawn replacement.

## PART 3—EXECUTION

### 3.01 TOPSOIL

- A. Placing topsoil shall be in accordance with Chapter 2.7.4 of the Standard Specifications. Topsoil shall be placed in accordance with Type C lawn replacement.

### 3.02 SEEDING

- A. Seeding shall be performed in accordance with Chapter 2.7.4 of the Standard Specifications, Type C lawn replacement.
- B. Seed shall be applied at the rates specified in Chapter 8.47.0 of the Standard Specifications.

### 3.03 FERTILIZER

- A. Fertilizer shall be applied per Chapter 2.7.4 of the Standard Specifications, Type C lawn replacement.

### 3.04 MULCHING

- A. All areas receiving seed shall be mulched.
- B. Mulching shall be performed in accordance with Method B Section 627 of the State Specifications.

END OF SECTION



## SECTION 09970

### STEEL WATER STORAGE TANK PAINTING

#### PART 1–GENERAL

##### 1.01 SUMMARY

- A. Work Included: Surface preparation and application of paints and coatings on the interior wet portions of the tank.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.
- C. Alternatives:
  - 1. Alternative tank repainting completion dates will be accepted. Alternative 1 includes a substantial completion date of July 16, 2014 and a final completion date of July 31, 2014. Alternative 2 includes a substantial completion date of September 19, 2014 and a final completion date of September 30, 2014.
  - 2. Regardless of the alternative completion date selected by OWNER, CONTRACTOR shall perform work continuously and diligently after mobilizing to site and starting work. If it is determined CONTRACTOR is not fulfilling this requirement, OWNER may assess liquidated damages.
- D. The tank capacity is rated at 300,000 gallons. There are two existing antenna systems on the elevated tank located on the handrail on the tank roof. There are door switches on each manway hatch and door on the tank. The equipment will be left in place and shall be protected.
- E. The tank was constructed and painted in 2009. The existing interior wet coating system consists of three coats of Tnemec N140 Pota-Pox Plus. Additional details can be found in the observation letter attached in the Appendix.
- F. Allowances: Costs for third-party coating inspection will be paid by OWNER.

##### 1.02 REFERENCES–LATEST EDITIONS OF EACH REFERENCE AT THE TIME OF BIDDING SHALL APPLY

- A. ASTM B117–Standard Practice for Operating Salt Spray (Fog) Apparatus.
- B. ASTM D2247–Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
- C. ASTM D3363–Standard Test Method for Film Hardness by Pencil Test.
- D. ASTM D4060–Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
- E. ASTM D4414–Standard Practice for Measurement of Wet Film Thickness by Notch Gages.

- F. ASTM D4417—Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.
- G. ASTM D4541—Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
- H. ASTM D4585—Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.
- I. ASTM D5064—Standard Practice for Conducting a Patch Test for Assessing Coating Compatibility.
- J. ASTM D7091—Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals.
- K. AWWA—C652—Standard for Disinfection of Water Storage Facilities.
- L. AWWA—D100—Standard for Welded Carbon Steel Tanks for Water Storage.
- M. AWWA—D102—Coating Steel Water-Storage Tanks.
- N. NAPF—National Association of Pipe Fabricators, Section 500-03—Surface Preparation Standard for Ductile Iron Pipe and Fittings Receiving Special External Coatings and/or Special Internal Linings.
- O. SSPC—The Society for Protective Coatings—Steel Structures Painting Manual.

#### 1.03 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Division 1.
- B. Submit two copies of manufacturer's Material Safety Data Sheets (MSDS) for each type of paint with the shop drawings. MSDS sheets shall be shipped with the materials and posted at the construction site at all times work is in progress.
- C. Substitution submittals shall include performance test data, as certified by a qualified testing laboratory, for the ASTM tests specified in Part 2.

#### 1.04 QUALITY ASSURANCE

- A. Prepainting Meeting:
  - 1. A prepainting meeting shall be held prior to start of painting.
  - 2. CONTRACTOR and the paint manufacturer's representative shall be present to review the specifications and project scope.
  - 3. The paint manufacturer's representative shall review progress at the site as requested by ENGINEER.

#### 1.05 REGULATORY REQUIREMENTS

- A. Coating Standards:

1. All paints shall conform to OSHA requirements for allowable exposure to lead, chromate, and other substances regulated as hazardous by the EPA.
2. All paints shall be NSF Standard 61 approved when they are in contact with potable water or within potable water reservoirs.

B. See Section 01560–Temporary Controls for daily, hourly, and noise limitations by OWNER.

## 1.06 WARRANTY

A. CONTRACTOR shall provide a one-year warranty on labor and a 10-year warranty on material that will commence at substantial completion of project.

## PART 2–PRODUCTS

### 2.01 ABRASIVES

A. Interior wet field abrasives shall be fine-grained, low-dust, and silicon-free.

### 2.02 COATING MATERIALS

A. Acceptable Manufacturers:

1. All materials required for painting shall be types and quality as manufactured by Tnemec Company, Inc., or equal, unless noted otherwise in the schedule.
2. Where thinning is necessary, only the products of the manufacturer furnishing the paint will be allowed. All such thinning shall be done strictly in accordance with the manufacturer's instructions.
3. Paint and paint products listed in the following specification are set up as standard of quality. Other manufacturer's products will be considered as a substitution if CONTRACTOR and paint manufacturer certify that the products offered are recommended for the service intended, are compatible with the shop primers used, are equal in solids content and composition, and are of the same type. Submittal shall include the following performance data as certified by a qualified testing laboratory.
  - a. Abrasion–ASTM D4060, CS-17 Wheel, 1,000 grams load.
  - b. Adhesion–ASTM D4541.
  - c. Hardness–ASTM D3363.
  - d. Humidity–ASTM D2247 and D4585.
  - e. Salt (Fog) Spray–ASTM B117.
4. Accelerated “Fast Dry” formulations of coatings will be permitted if CONTRACTOR requests their use in shop drawings.

B. Interior Wet:

1. Tnemec Products:
  - a. Primer coat shall be Series N140-15BL Tank White Pota-Pox Plus.
  - b. Intermediate coat shall be Series N140-39BL Delft Blue Pota-Pox Plus.
  - c. Finish coat shall be Series N140-15BL Tank White Pota-Pox Plus.

C. Extra Materials: All opened paint containers shall be removed.

## PART 3-EXECUTION

### 3.01 PHYSICAL REPAIRS

- A. All cathodic protection equipment inside the interior wet portion of the tank shall be removed before starting any painting and replaced after painting is complete.
  - 1. CONTRACTOR shall have Corrpro Companies, Inc. verify operation of equipment prior to removal. If Corrpro determines that repairs are required, OWNER shall work with Corrpro to complete repairs. If Corrpro finds existing equipment working properly, then CONTRACTOR shall proceed with removal of equipment and will be responsible for any damage and repairs necessary for the remainder of the project.
  - 2. All damaged equipment shall be replaced with new.
  - 3. New materials shall be provided by Corrpro Companies, Inc.
  - 4. Repair and/or installation shall be by Corrpro Companies, Inc.
  - 5. Following repair or replacement of cathodic protection equipment or materials, CONTRACTOR shall have Corrpro Companies, Inc. verify proper operation.
  - 6. The cathodic protection system will be placed in standby for between 8 and 12 months following final completion of the tank. The cathodic protection system will be permanently placed in service following the anniversary inspection of the tank interior. Permanent start-up of the system shall be completed as part of this project.

### 3.02 SURFACE PREPARATION

- A. General:
  - 1. All surfaces to be painted shall be prepared as specified herein and by the manufacturer's published data sheet and label directions. The objective shall be to obtain a uniform, clean, and dry surface.
  - 2. No painting shall be done before the prepared surfaces are observed by ENGINEER. Surfaces painted without such observation shall be abrasive-blasted clean and repainted.
  - 3. Prior to field blasting, a sample of the blast abrasive shall be provided to ENGINEER for pH testing. Additional samples of subsequent deliveries or batches of blast abrasive shall be provided to ENGINEER for testing.
  - 4. Quality of surface preparations listed below are considered a minimum. If paint manufacturer requires a better preparation for a particular application, it shall be considered a requirement of this specification.
- B. Interior Wet: Abrasive blast all interior areas to Near White Grade SSPC-SP 10. No visible dust emissions shall occur.

### 3.03 APPLICATION

- A. Materials shall be delivered to the site in original containers with labels intact and seals unbroken.
- B. All materials shall be used as specified by the manufacturer's published data sheets and label directions.
- C. Relative humidity conditions as specified by the paint manufacturer's data sheet shall be adhered to. This includes times in which supplemental heat is used.

- D. CONTRACTOR shall dry heat and ventilate as needed to obtain painting conditions recommended by the paint manufacturer.
- E. No unprotected, unheated exterior painting shall be undertaken when damp weather appears probable, nor when the temperature of the substrate is within 5°F of the minimum specified on the paint manufacturer's data sheet.
- F. No paint shall be applied on a wet or damp surface and in no case until the preceding coat is dry and hard. Each coat shall be allowed to dry in accordance with manufacturer's data sheets before the next coat is applied.
- G. Drying time shall be construed to mean "under normal conditions." Where conditions are other than normal because of the weather, or because painting must be done in confined spaces, longer drying times will be necessary.
- H. Additional coats of paint shall not be applied, nor shall units be returned to service until paints are thoroughly dry and cured.
- I. Steel that will be inaccessible in the completed work shall receive the final coat before enclosure.
- J. Paint shall be applied to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable. Tops and bottoms of walls and areas that are "cut in" by brush prior to rolling shall have a uniform appearance in comparison with adjoining surfaces.
- K. Crevices and other hard to apply areas shall be backrolled/backbrushed in conjunction with application of the field-applied primer or intermediate coats. This includes, but is not limited to, between pipe flanges, pipe flange/pipe barrel joints, equipment fittings, and other narrow openings.
- L. Drop cloths shall be used in all areas where painting is done to fully protect other surfaces.
- M. Oily rags and waste must be removed from the site each night or kept in an appropriate metal container.

### 3.04 PAINT SCHEDULE

- A. General:
  - 1. The painter shall use some discretion in what should and should not be painted. Do not paint over labels and motor information, bronze or brass, machined surfaces, moving parts where painting may impair movement, hot surfaces which may peel, etc. If in doubt whether a part should be painted, ask engineer.
  - 2. At the completion of the project, all painted surfaces that have been damaged shall be repainted or touched up.
  - 3. The elevated tank shall be painted in accordance with the following schedule and in accordance with the paint manufacturer's recommendations.

- B. Coverage:
1. Tnemec Products:

	Sq. Ft.** Coverage	Dry Mil Thickness Per Coat
Series N140 Pota-Pox Plus		
Steel Interior Wet Primer	---	4.0
Steel Interior Wet Intermediate Coat	---	5.0
Steel Interior Wet Finish Coat	---	5.0

2. The number of coats specified is based on spray application of the coatings. The specified film thickness is required regardless of the type of coating application. Roller or brush application requires two or more coats to obtain recommended film thickness. No allowance is made here for overspray, waste in handling, mixing, or application. Final total dry film thickness (DFT) shall be equal to that specified. Paint submittals shall note where roller or brush application is proposed and the paint manufacturer's recommendations of number of coats to achieve the required thickness shall be noted.
3. Primer, intermediate and/or final surface colors shall be of contrasting colors to assure coverage.

C. Paint Schedule:

1. The tank shall be painted by CONTRACTOR in accordance with the following schedule and in accordance with paint manufacturer's recommendation. Surfaces shall be prepared and painted in the field as specified.
  - a. Field Painting:
    - (1) Primer: As soon as possible after cleaning and before any rusting occurs, apply one stripe coat on all weld seams followed by a full prime coat on all prepared surfaces. This may require two applications at seams and abraded areas if a roller or brush is used.
    - (2) Second Coat: Apply one full coat. Touch up any areas of less than total specified DFT.
    - (3) Finish Coat: Apply one finish coat. Recoat any areas of less than total specified DFT.
2. Cathodic protection, fall protection equipment, and other items not part of the tank shall not be painted.

3.05 FIELD QUALITY CONTROL

- A. Examination of work on the site by the paint manufacturer's representative shall be performed when requested by ENGINEER.
- B. Dry mil thickness shall conform to those specified. Mil test measurement of steel shall conform to SSPC and ASTM D1186.
- C. The coatings listed will provide the mil thickness given when applied at the coverages listed. Upon the request of ENGINEER, such surfaces shall be checked by the painter with a calibrated mil thickness gauge and any deficiencies found in the film shall be remedied by additional coat(s) at the expense of CONTRACTOR.

- D. No work on the tank shall be performed without the presence of ENGINEER on site. This includes all surface preparation and coating application work. CONTRACTOR shall notify ENGINEER daily of planned work schedule.

### 3.06 CLEANING AND DISINFECTION

- A. CONTRACTOR shall sterilize tank to provide tank surface that is free from bacteria. The sterilization procedure shall conform to Chlorination Method 3 as described in AWWA C652 and shall be performed in conformance with the paint manufacturer's recommended cure times.
- B. In general, the tank shall be filled to 5% capacity and chlorine added to achieve an initial solution of 50 mg/L available chlorine. This solution shall be held for at least 6 hours. The tank shall then be filled to overflow level and held for at least 24 hours.
- C. Utility will take water samples for bacterial analysis. Two safe samples will be required to be obtained for conformance with sterilization procedure.
- D. The interior of the riser pipe shall also be flushed and sterilized. Riser pipe shall be flushed extensively prior to filling and sterilizing. CONTRACTOR shall select the method and submit it to ENGINEER for review.
- E. Utility will provide, at no charge, water to sterilize and fill the tank.

### 3.07 PROTECTION AND CLEANUP

- A. Any ground equipment shall be covered and protected from paint splatter, drips, and overspray.
- B. All stains and marks shall be removed from other surfaces upon completion of the work.

END OF SECTION

## **WAGE RATES**



State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
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**ISSUE DATE:** 4/7/2014

**PROJECT:**

BACKWASH SUPPLY ELEVATED TANK REPAINTING  
OAK CREEK CITY, MILWAUKEE COUNTY, WI  
Determination No. 201401036 [Owner Project No. 1960.005]

<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
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RON PRITZLAFF, UTILITY ENGINEER OAK CREEK WATER AND SEWER UTILITY 170 WEST DREXEL AVENUE OAK CREEK, WI 53154	STEVEN KLUESNER, PROJECT ENGINEER STRAND ASSOCIATES 910 W WINGRA DR MADISON, WI 53715
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<b>ADDITIONAL CONTACT:</b>	
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	<p><b>NOTE:</b> The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.</p>
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The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

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

Enclosures

**ORDER:**

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

ISSUED BY:

Equal Rights Division  
 Labor Standards Bureau  
 Construction Wage Standards Section  
 P.O. Box 8928, Madison, WI 53708-8928  
 (608)266-6861

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

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 4/7/2014

**DETERMINATION NUMBER:** 201401036

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

**PROJECT NAME:** BACKWASH SUPPLY ELEVATED TANK REPAINTING  
PROJECT NO: 1960.005

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

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

<b>CLASSIFICATION:</b>	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <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> 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.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
<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
CODE	TRADE OR OCCUPATION	\$	\$	\$
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>CODE</b>	<b>TRADE OR OCCUPATION</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

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**TRUCK DRIVERS**

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<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$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**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015. 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.	40.36	19.15	59.51
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	39.86	19.15	59.01
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	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); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. 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).

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**SKILLED TRADES**

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<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</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, Dumptor, 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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</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**

Fringe Benefits Must Be Paid On All Hours Worked

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

**LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION**

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

**SKILLED TRADES**

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

**TRUCK DRIVERS**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	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>CODE</b>	<b>TRADE OR OCCUPATION</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>CODE</b>	<b>TRADE OR OCCUPATION</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	<p>Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>Future Increase(s):                      Add \$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>	36.72	20.40	57.12
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s):                      Add \$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>	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; 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.</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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</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>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	39.16	19.10	58.26
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/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/busines/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm</a> .	36.22	20.40	56.62

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

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	<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>CODE</b>	<b>TRADE OR OCCUPATION</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 \*\*\*\*\*

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



Scott Walker, Governor  
 Reginald J. Newson, Secretary

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

Department of Workforce Development  
Equal Rights Division  
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Scott Walker, Governor  
Reginald J. Newson, Secretary

## 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:



[http://dwd.wisconsin.gov/er/prevaling\\_wage\\_rate/pw\\_online\\_determinations.htm](http://dwd.wisconsin.gov/er/prevaling_wage_rate/pw_online_determinations.htm)

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- 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
Jinkins, 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.

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



Scott Walker, Governor  
Reginald J. Newson, Secretary

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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 )	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS County Of )	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		

## 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 (    )		
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)		Requester Name (Print)	
Address	City	State	Zip Code
Telephone Number (    )	Requester Title		
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) (    )		

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

Requester Signature	Date Signed
---------------------	-------------

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>	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
<b>Non-applicability: Residential subdivision infrastructure</b>	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
<b>Electronic certified payroll record</b>	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website 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>	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
<b>Statewide uniformity</b>	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
<b>Substance Abuse Testing</b>	Contractors & Workers	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>

## **DRAWINGS**

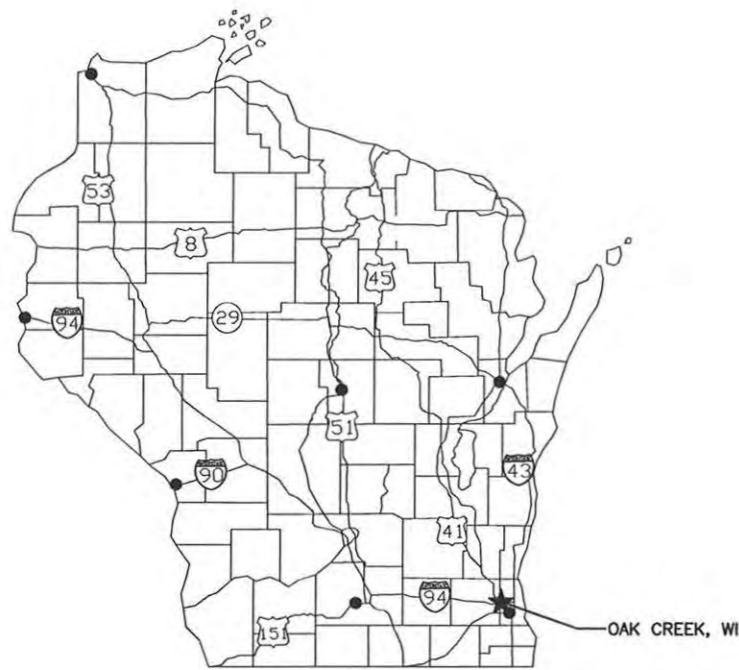


# BACKWASH SUPPLY TANK REPAINTING

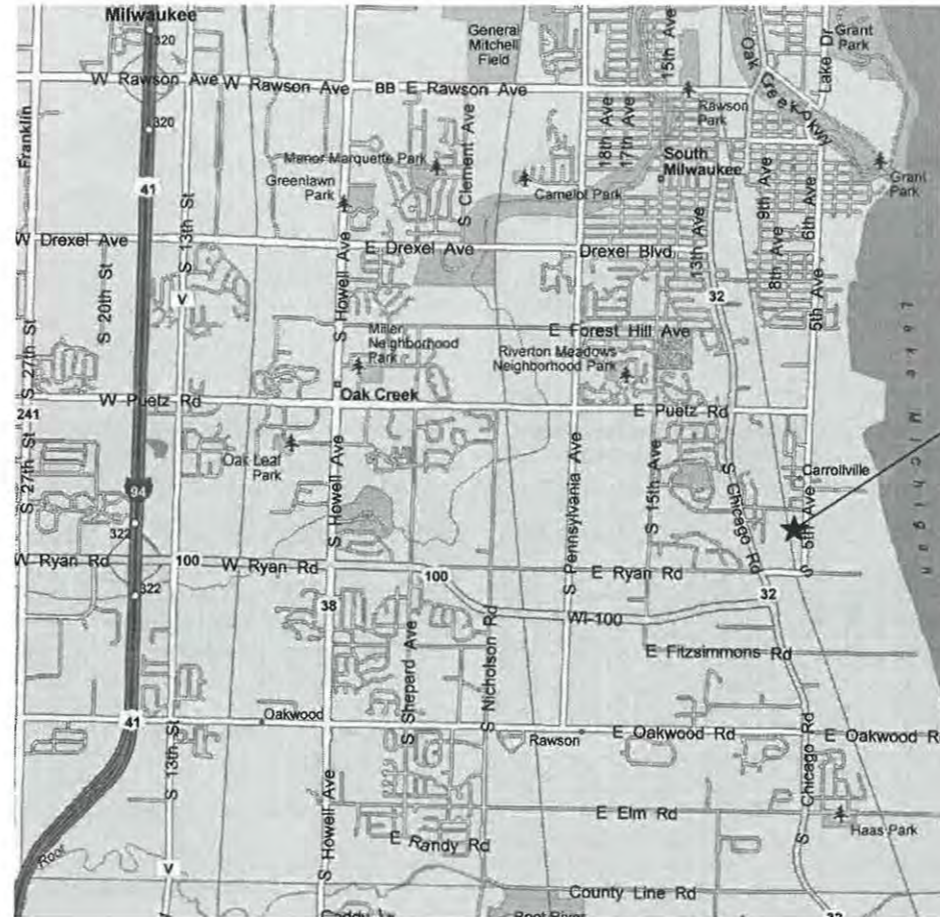
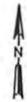
## FOR THE

# OAK CREEK WATER & SEWER UTILITY

# OAK CREEK, WISCONSIN

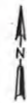


PROJECT LOCATION  
NO SCALE



9325 SOUTH 5TH AVENUE  
OAK CREEK, WI 53154

AREA MAP  
NO SCALE



LIST OF DRAWINGS	
SHEET NO.	DRAWING TITLE
1	TITLE SHEET, LOCATION MAP, AND LIST OF DRAWINGS
2	SITE PLAN
3	TANK ELEVATION

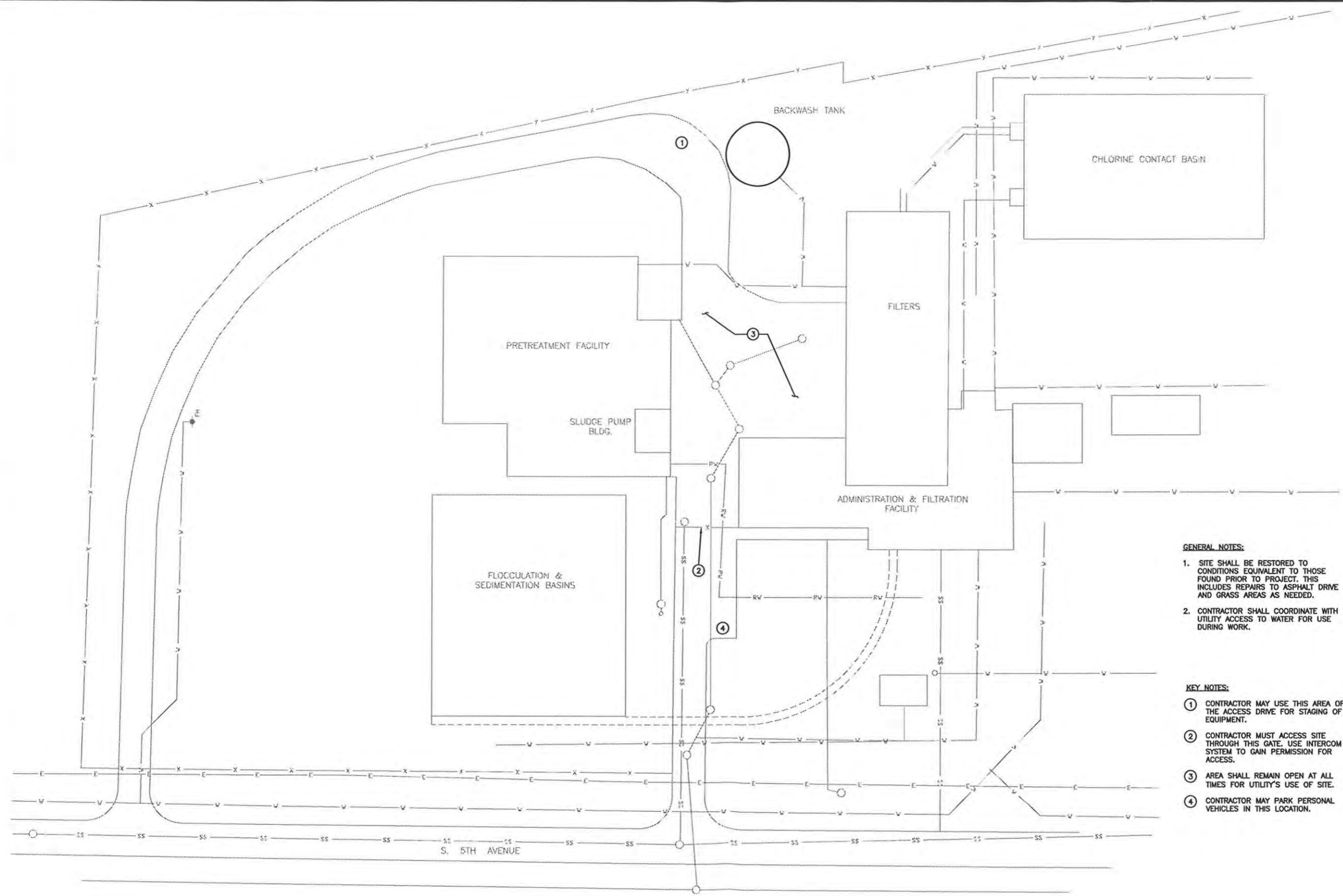
910 West Wingra Drive  
Madison, WI 53715  
608-251-4843  
608-251-8655 fax  
www.strand.com

**CONTRACT 14110**

ISSUED FOR BIDDING, 04/17/14



SHEET  
1



S. 5TH AVENUE



**GENERAL NOTES:**

1. SITE SHALL BE RESTORED TO CONDITIONS EQUIVALENT TO THOSE FOUND PRIOR TO PROJECT. THIS INCLUDES REPAIRS TO ASPHALT DRIVE AND GRASS AREAS AS NEEDED.
2. CONTRACTOR SHALL COORDINATE WITH UTILITY ACCESS TO WATER FOR USE DURING WORK.

**KEY NOTES:**

- ① CONTRACTOR MAY USE THIS AREA OF THE ACCESS DRIVE FOR STAGING OF EQUIPMENT.
- ② CONTRACTOR MUST ACCESS SITE THROUGH THIS GATE. USE INTERCOM SYSTEM TO GAIN PERMISSION FOR ACCESS.
- ③ AREA SHALL REMAIN OPEN AT ALL TIMES FOR UTILITY'S USE OF SITE.
- ④ CONTRACTOR MAY PARK PERSONAL VEHICLES IN THIS LOCATION.

NO.	REVISIONS	DATE
1	ISSUED FOR BIDDING	4/17/14

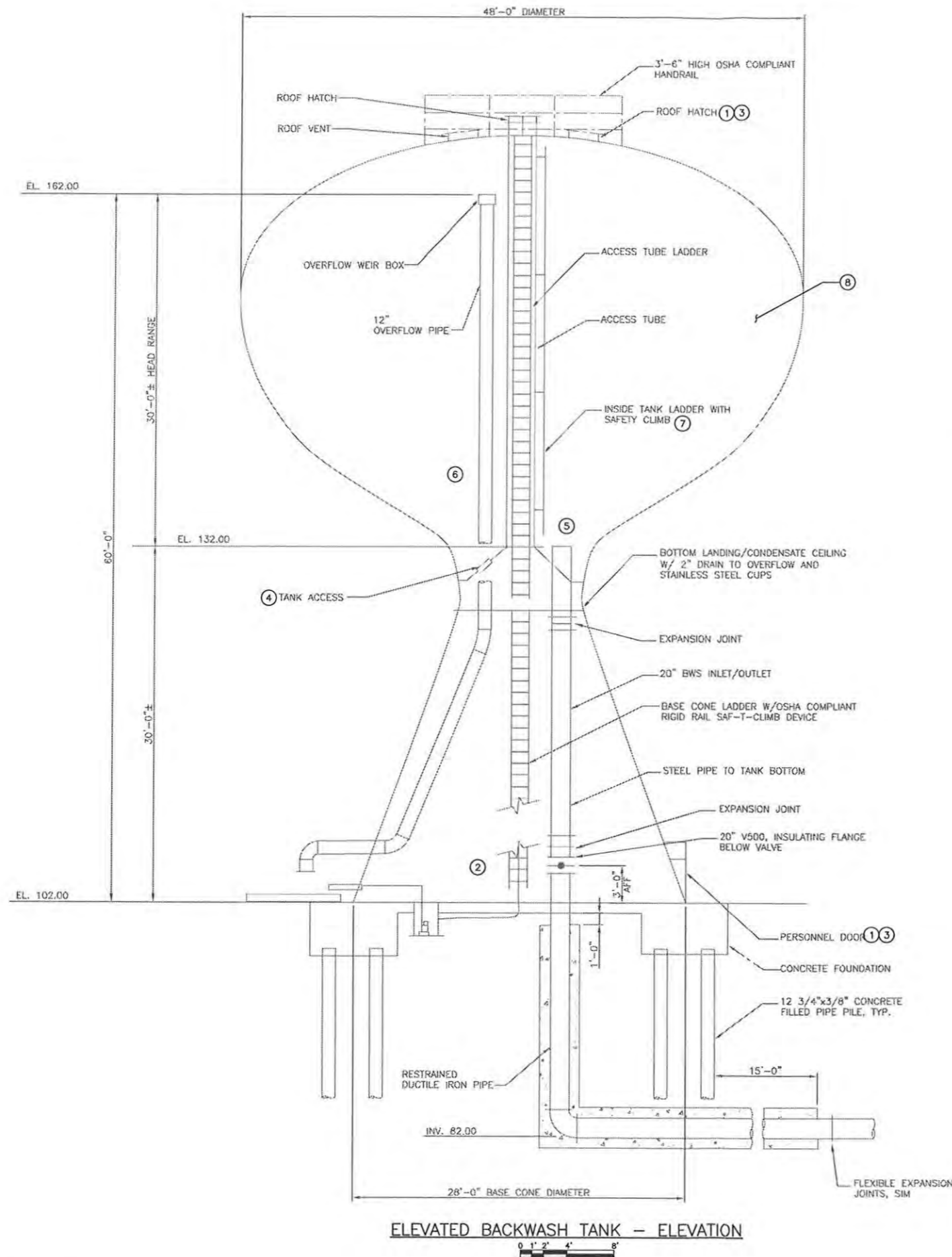
**SITE PLAN**

BACKWASH SUPPLY ELEVATED TANK REPAINTING  
 OAK CREEK WATER & SEWER UTILITY  
 OAK CREEK, WISCONSIN

JOB NO.  
 1960.005  
 PROJECT MGR.  
 STEVEN KLUESNER



SHEET  
 2



ELEVATED BACKWASH TANK - ELEVATION

KEY NOTES:

- ① CONTRACTOR SHALL COORDINATE WITH UTILITY ACCESS INTO TANK DOORS AND HATCHES.
- ② CONTRACTOR SHALL PROTECT ALL EQUIPMENT INSIDE TANK BASE FROM DUST, DAMAGE, AND DEBRIS.
- ③ CONTRACTOR SHALL PROTECT LIMIT SWITCHES ON ALL ACCESS DOORS AND HATCHES. THIS MAY REQUIRE REMOVAL OF SWITCH ON INTERIOR WET HATCH PRIOR TO BLASTING.
- ④ CONTRACTOR SHALL PROVIDE NEW GASKET AND REPLACE EXISTING GASKET WITH NEW.
- ⑤ CONTRACTOR SHALL COVER INLET/OUTLET PIPE AND PREVENT DEBRIS FROM ENTERING PIPE DURING WORK.
- ⑥ REMOVE, PROTECT, AND REINSTALL CATHODIC PROTECTION SYSTEM AS SPECIFIED.
- ⑦ SAFETY CLIMB DEVICE SHALL BE PROTECTED DURING WORK AND SHALL NOT BE PAINTED. ALL OVERSPRAY ON SAFETY CLIMB SYSTEM SHALL BE REMOVED.
- ⑧ SURFACE PREPARE AND PAINT INTERIOR WET AS SPECIFIED.

NO.	REVISIONS	DATE
1	ISSUED FOR BIDDING	4/17/14

**TANK ELEVATION**  
 BACKWASH SUPPLY ELEVATED TANK REPAINTING  
 OAK CREEK WATER & SEWER UTILITY  
 OAK CREEK, WISCONSIN

**JOB NO.**  
1960.005  
**PROJECT MGR.**  
STEVEN KLUESNER



**SHEET**  
3

**OBSERVATION LETTER**

April 2, 2014

Mr. Ron Pritzlaff, P.E.  
Oak Creek Water and Sewer Utility  
170 West Drexel Avenue  
Oak Creek, WI 53154

Re: Backwash Supply Elevated Tank

Dear Ron,

On Monday, March 31, 2014, Strand Associates, Inc.® visually observed the coating system on the interior wet portion of the backwash supply elevated tank located at the water treatment plant. Cory Erickson from Coating Specialists, Inc. (Tnemec) was also present during the observations. Our observations along with recommendations for repair are summarized as follows.

The tank was erected in 2009 by Caldwell Tanks. The drawings completed by Caldwell indicate the interior wet was shop-primed with one full coat of Tnemec Series V140-1255 Pota-Pox Plus applied at approximately 3.5 mils DFT. After erection of the tank was completed, the tank was surface-prepared and painted by Neumann Company from September through November 2009. The interior wet weld seams and disturbed surfaces were surface-prepared to a SSPC-SP10 Near White blast and followed with a prime coat of Tnemec Series N140 Pota-Pox Plus applied at 3.5 mils DFT. Two additional coats of Tnemec Series N140 Pota-Pox Plus were applied at 4.5 mils DFT.

The interior wet coatings on the upper half of the bowl and the tank ceiling appear to be in good overall shape. There was minor rusting of weld seams on the ceiling, but no visual coating delamination was observed. The lower half of the bowl and access tube have significant coating delamination. The delamination on the access tube appears to be both the intermediate coat and finish coat. The delaminated coatings appear to be very thick, which could have contributed to the failures observed. The exposed primer on the access tube appears to be in good condition with very good adhesion. There was no exposed steel where the delamination has occurred. There is some minor rusting visible at a few weld seams on the access tube.



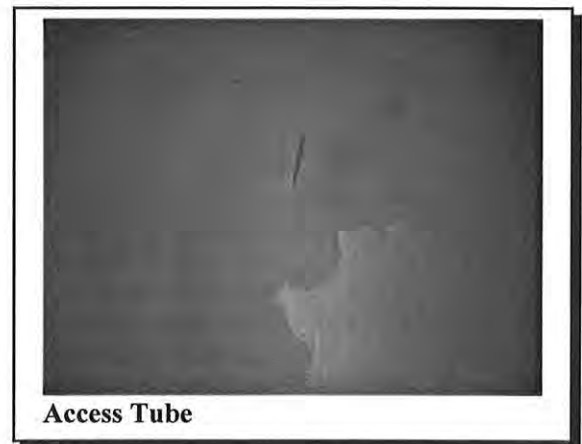
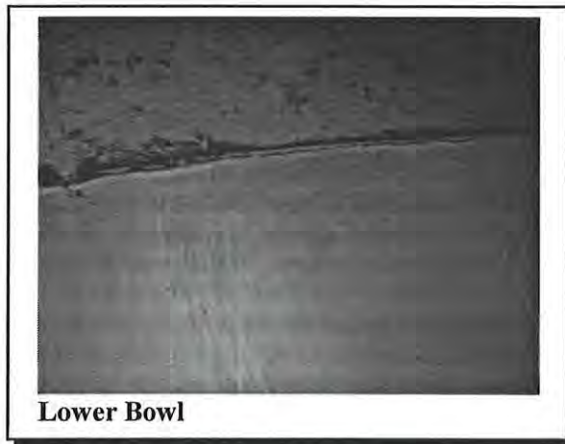
**Ceiling Weld Seams**

The delamination on the lower bowl is extensive and includes approximately half of the lower side walls and all of the lower knuckle panels. It appears the coating failures in this area are finish coat delamination only. The finish coat can easily be scratched off with a knife. The intermediate coat and primer coat appear to be fully intact on the lower bowl with very good adhesion. No bare steel was observed on the lower portion of the bowl. Based on the time of year the tank was painted, the environmental conditions experienced in November could have contributed to the finish coat failing on the lower bowl.

Based on our observations, it appears the coating failures were the result of improper application or environmental conditions. However, we have taken samples of the delaminated coatings and are having Tnemec analyze them to be sure the coatings meet product specifications. The tank steel is being

Mr. Ron Pritzlaff, P.E.  
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adequately protected by the primer and intermediate coats that have very good adhesion. In our opinion, the finish coat delamination does not warrant immediate emergency repairs. Attempting to repair the coatings immediately will most likely result in very high costs as most contractors already have filled schedules for the spring and summer months. We recommend completing the coating repairs either this fall or next spring when contractors have more availability and will provide a more competitive bidding environment.



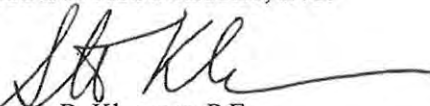
However, we do recommend that a contractor be hired immediately to remove all loosely adhered coatings from the tank interior wet. This can be accomplished by washing the tank interior with a 3,000 psi high-pressure washer. This will remove all loose coatings but will not damage the primer or intermediate coats that have good adhesion. The contractor should also remove all the paint chips from the tank and perform a complete cleanout, flush, and disinfection of the tank before placing it back into service. If desired, the contractor can also power wash the lower ball portion of the exterior to remove the mildew observed. The approximate cost to high-pressure wash the interior wet and clean out the tank interior would be \$3,200. The approximate cost to power wash the exterior and apply a mildew inhibitor would be \$2,200. These costs are based on a phone call with a local tank cleaning contractor.

Future coating repairs should include further removal of loosely adhered coatings, surface preparing rusting weld seams and exposed steel to SSPC-SP10 Near White blast, and applying an epoxy coating system that matches the existing. We can assist you with preparing the specifications and performing the field observations for the future repainting project. We would be happy to further discuss the scope of work and costs for the future coating repairs with you.

If you have any questions or would like assistance with contacting tank cleaning contractors, please call me.

Sincerely,

STRAND ASSOCIATES, INC.®



Steven B. Kluesner, P.E.

c: Cory Erickson, Coating Specialists, Inc.