



SPECIFICATIONS FOR
DEMOLITION
WELLS MANUFACTURING REDVELOPMENT
PROPERTY
AT
26 SOUTH BROOKE STREET

City of Fond du Lac
Community Development
Dyann Benson
Redevelopment Planner
920-322-3443

ADVERTISEMENT FOR BIDS
2013 DEMOLITION FORMER WELLS MANUFACTURING PROPERTY - Contract No.
2013-106
CITY OF FOND DU LAC, WISCONSIN

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City of Fond Du Lac Administrative Office at the City/County Government Center (CCGC), 160 South Macy Street, P.O. Box 150, Fond du Lac, Wisconsin, until 2:15 PM, local time, on Friday, October 25, 2013 at which time bids will be publicly opened and read aloud in the City Manager's Conference Room, 4th Floor of the CCGC for the contract identified as "SEALED BID – 2013 DEMOLITION FORMER WELLS MANUFACTURING PROPERTY". The project is funded in part by a Brownfield Grant from Wisconsin Economic Development Corporation (WEDC) and includes but is not limited to the following approximate quantities of work:

FURNISH, INSTALL AND/OR CONSTRUCT:

- Mobilization
- Permits, Notifications, Landfill Approval, Including Fees
- Utility Disconnect and Partial Disconnections
- Removal hazardous materials (ballasts, bulbs, thermostats)
- Remove and discard windows and secure openings in remaining building (108 windows plus 23 openings)
- Cut and preserve existing brick / stone building wall at 8' height as perimeter fence (605')
- Remove, haul, properly discard partial building and roof (Bidder to pay for disposal)
- Remove, haul, recycle building materials
- Provide backfill and compact subsurface voids with granular fill (400 tons)
- Break existing concrete floor / asphalt for drainage, but no removal of floor or footings

The plans, specifications, and contract documents may be examined and obtained from Mr. Ken Ebbott, Alpha Terra Science, 1237 Pilgrim Road, Plymouth, Wisconsin 53073 via email at kenebbott@alphaterra.net or in person from 8 to 5 PM. A fee of \$50.00 by check or money order will be required for each individual set of plans and specifications sent by mail.

No bid will be opened unless the "Bidder's Proof of Responsibility" for 2013 is filed with the City of Fond du Lac Department of Public Works at least (5) five days before scheduled time for opening of bids. Reference is made to Section 66.0901(2) and (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final. These required forms can be found on-line at <http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>.

All bids shall be prepared on the proposal forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Fond du Lac, 160 South Macy Street, Fond du Lac, Wisconsin. Each bid envelope shall be properly identified on the face thereof "SEALED BID – 2013 DEMOLITION FORMER WELLS MANUFACTURING PROPERTY". No bid shall be withdrawn for a period of (30) thirty days after the opening of said bids without the consent of the Director of Public Works. The City of Fond du Lac may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and shall award the contract to the lowest responsible bidder.

Bidder's attention is called to the fact that this contract includes a "Disclosure of Ownership" form. Section 66.0903 (12)(d) of Wisconsin Statutes requires that each bidder complete this form. No bid will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Fond du Lac, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten (10) days after notice of award of contract.

This project is subject to Prevailing Wage Rate Determination per Wisconsin Statute 66.0903
Published by authority of the City of Fond du Lac, Wisconsin on October 2 and 9, 2013.

**SPECIFICATIONS FOR DEMOLITION
Wells Manufacturing Redevelopment Project
26 S. Brooke Street, Fond du Lac, WI
September 2013**

Site Location and Layout: 26 S. Brooke Street, Fond du Lac WI

Attachments: Proposal Response Sheets (2 Pages)

Affidavit of Bidder

Disclosure of Ownership (1 page)

100% Performance Bond Example

Example Contract

Figure 1: Site Location

Figure 2: Site Layout and Development Plan

Figure 3: Fill Areas and Utilities

Figure 4A to 4F: Plant #1 and Plant #2 Showing Layout, Windows, Walls,
Ballasts, Thermostats, Lead Paint (6 pages)

Prevailing Wage Rate Determination

Walk Through: October 14, 2013, 1 to 4 PM CST

Bid Opening Time / Date: **2:15 PM CST, October 25, 2013**

Bid Materials to Submit: Proposal (2 pages)
Bid Bond / Certified Check / Bank Draft for 5% of Total Bid
Affidavit of Bidder (1 page)
Disclosure of Ownership (1 page)

Additional Requirements: If not previously completed, Bidder must file with the City Department of Public Works the "Bidders Proof of Responsibility" information five days prior to submittal of the bid (by Oct 20). The Form can be obtained / filled out at the City of Fond du Lac Engineering Dept. web page:

<http://www.fdl.wi.gov/departments.iml?DeptID=12&DeptPage=32>

Award / Completion: November 1, 2013 / March 30, 2014

Questions: Ken Ebbott, Alpha Terra Science, 920 892-2444, kenebbott@alphaterra.net

DEMOLITION

1. PROJECT AREA, GENERAL CONDITIONS, AND REQUIREMENT FOR PREVAILING WAGE RATES

The work under this Contract consists of the partial building demolition and redevelopment activities, in accordance with City and State codes, at 26 S. Brooke Street, Fond du Lac, WI.

Bid amounts must be submitted on the attached proposal sheet. Please submit your bid by completing the Proposal Sheets and associated information and delivering it to the City of Fond du Lac, Office of City Administration by 2:15 PM on Friday, October 25, 2013.

The work shall be performed in accordance with the requirements of this City of Fond du Lac bid specification and any amendments. Prevailing wage rates are required on the project; the wage rate determination is attached. The contractor invoice will need to provide verification that prevailing wage rates were paid to employees, per State of Wisconsin documentation procedures.

Each bidder shall place his own evaluation on working conditions, quantities of materials, and other work related to this Contract. The quantity of various items has been provided for estimating purposes, but the bidder is responsible for providing estimates for their own use. For items with unit pricing, variations from the specified quantities will be paid at the bid unit rates. Increases to items identified as lump sum costs will not be permitted. No variations in the bidders' estimate of quantities will be considered as cause or grounds for claims for additional payments, or extensions of time for completion of work.

Commencement of work shall be authorized by written notice from the City. The Contractor shall control the sequence of operations within the limits of these specifications. The activities shall be completed within 120 days of award of the work.

2. SITE AND CONDITION OF PREMISES

- A. Bidders are strongly encouraged to participate in a site walkover that will be held on October 14 at 1 PM to view the conditions. Bidders will have 3 hours to review the site conditions and make inquiries regarding the scope of work and methods. Bidders that do not attend the walkover are expected to accept the site conditions as represented in this document and accept the premises as found.
- B. The property is vacant, and the building is within the control of the City. However, the City disclaims any responsibility that representations made by the City regarding conditions or quantities of materials will remain as they were when reviewed by the bidders or contractors, during the bidding period, prior to the award of contract, or during the course of the work. The City disclaims any responsibility for any such changes.

3. SUMMARY OF SCOPE OF WORK

The Work under this Contract consists of demolition, partial demolition, window removal from the remaining structure, breaking of existing concrete / asphalt surfaces, and placement of fill within the former factory and office at the 26 Brooke Street property. Included in the demolition scope is the removal, hauling, and proper disposal of all materials identified in this document, with tipping fees paid by the bidder.

Temporary patching of windows or walls with plywood or other suitable material is necessary where removal of windows or existing structures leaves a void. The intent is to secure the structures and avoid unauthorized entry to the buildings.

Additionally, crawlspaces or other subgrade voids will be backfilled with clean granular material to keep the site at the current floor grade. The existing concrete and asphalt surfaces will be broken into 6-inch pieces to facility drainage across most of the site, prior to placement of six inches of gravel fill.

The public streets, sidewalks and alleys shall be kept free of debris, litter, and mud throughout the performance of work under this contract. The public sidewalks and curbs that may serve as access for heavy equipment shall be planked with suitable timbers, if necessary, to preclude any damages to said sidewalk and curbs.

Any damage to public streets, sidewalks, alleys, and curbs shall be repaired or replaced with concrete at the expense of the Contractor in accordance with the City of Fond du Lac Street Construction Specifications amended to date. Where the use of these public pathways are required for demolition operations, splash boards or deflector panels shall be erected and warning signs placed at appropriate locations to protect the general public.

When hauling debris, material shall be covered and/or hosed down with water to eliminate falling debris, dirt, dust, etc. Contractor shall be responsible for keeping existing areas clean. If areas are not kept clean, City reserves the right to have areas cleaned and deduct cost of cleaning from monies due Contractor.

4. PROSECUTION AND PROGRESS

The work under this Contract shall be prosecuted with such forces and equipment as are necessary to insure completion of all work within the time provided. Work under the Contract shall not be started until a written order to do so has been issued by the City and shall be started within ten (10) days after the date of such notice.

It is contemplated that the buildings will be completed with asbestos abatement by other parties by November 26. The demolition work can commence upon completion of the asbestos abatement. Some preliminary work, such as permitting, equipment staging, utility shut off, and removal of hazardous materials can commence prior to November 26 if the proper documents have been executed between the demolition contractor and the City.

3. CUSTODY OF THE BUILDING

Upon receipt of written order by the City to commence work, the buildings and their surroundings shall be under the custody of the Contractor.

6. SUPERVISION AND DOCUMENTATION

Alpha Terra Science will serve as a representative of the City, and will be present at a kick-off meeting at the beginning of the project. The Commonwealth Companies (Commonwealth) will be developing the property following completion of the demolition activities, and they will also have a representative present at the site periodically. Alpha

Terra Science will also provide periodic supervision during demolition activities, and will be available throughout the project duration to view site conditions and answer questions as they arise.

Upon notification by the contractor, Alpha Terra Science will provide a certified asbestos inspector to evaluate materials discovered during the project that may require additional asbestos assessment or abatement. Efforts will be made to be present at the site within two hours of any contractor request, but 24-hour notice for site review of non-critical elements is requested.

The contractor will perform work to the satisfaction of the City and their designated representatives.

7. ASBESTOS AND ABATEMENT

Asbestos abatement is being performed by others as part of a separate bid specification. The abatement will remove all friable asbestos containing material, including window glaze, tile, mastic, pipe wrap / fittings, and transite. This work will be completed by November 26, 2013.

There are other materials that contain non-friable asbestos that will not be removed by the abatement contractor, including primarily roofing asphalt materials and caulk, typically surrounding windows. These non-friable asbestos containing materials will need to be properly identified by the contractor for disposal at a licensed landfill. As noted above, the contractor will be responsible for obtaining landfill approval and paying the landfill tipping fee.

There are two large boilers and a pressure tank in the southwest corner of the building that will require removal. Testing of the boiler / tank components for asbestos has not been performed, and it is the responsibility of the contractor to properly handle the reuse, recycling, or disposal of these materials.

8. TRAFFIC AND BARRICADES

Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract.

The Contractor shall provide and maintain the necessary barricades, lights and such other facilities as may be necessary for the protection of the public during the period this Contract is in force in accordance with the City of Fond du Lac.

9. DETAILED SCOPE OF WORK

The Proposal Form identifies individual line items that may prove necessary for completion of the work. A description of each item is provided below, along with the terms for payment for each item.

Permits, Notifications, and Landfill Approvals

The Contractor shall procure and pay for all the permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

The contractor will determine whether any state or local permits or notifications are necessary to perform this work, and will be responsible for any associated fees. The City of Fond du Lac has indicated there may be permits required, but there will be no City fees, as the work is being done for the City.

Demolition activities require that a “Notification of Demolition and/or Renovation” form be submitted to the Department of Natural Resources ten (10) working days prior to beginning any demolition activity.

Proper disposal of materials is required, including hauling and disposal at a licensed subtitle D landfill. The contractor is responsible for obtaining landfill approval and for paying the landfill tipping fees. Alpha Terra Science can provide laboratory analytical results for asbestos testing if necessary to obtain landfill approval of non-friable asbestos containing materials.

Partial Utility Shut-Off

The Contractor shall arrange for utility disconnection. The building is currently fully functional with sewer, lights, gas, phone, cable, and electrical utilities active. The water and heat in the building will be turned off and the water lines blown clear by others prior to the start of demolition.

Portions of two of the existing buildings will remain in place, and underground utilities connected to the remaining structures will also remain intact. An estimate of the location of known utility connections is mapped on Figure 3, but the contractor must confer with the City of Fond du Lac and utility companies to verify actual utility connections. The utilities shown on Figure 3 are not likely comprehensive.

The Contractor shall furnish all labor, equipment, tools, transportation, and incidentals necessary for the performance of the work.

Do sealing, capping or closing of valves as per the rules and regulations of authorities having jurisdiction, or under supervision of a utility company owning service.

Notify utility companies owning wires attached to buildings to remove same. No demolition operations shall be started until such wires are removed. All electric lines are expected to be above ground, but the contractor shall verify with the power company to verify.

Alliant Energy is the utility responsible for electric and gas service. The contact for Alliant Energy is Mr. Tim Klemme, 883 West Scott Street, Fond du Lac WI, 54937-

2032, 920-322-6697, timklemme@alliantenergy.com All power poles, supporting guy wires, and transformers on the property will be disconnected and removed by Alliant.

Terminate sewer and water services to portions of the buildings that will be demolished, in accordance with the code of the City of Fond du Lac. For information call the City Water Superintendent at 920-322-3680 and the City Plumbing Inspector at 920-322-3574. Sanitary sewer and water that connect to the remaining buildings will not be disconnected.

Although not expected, if septic tanks are present, they shall be abandoned per WI SPS 383.03(2) and any other applicable laws or codes. Any private well shall be abandoned in accordance with WI Administrative Code NR100 and any other applicable laws or codes.

Make certain and check that utilities such as gas, electricity, water, sewer, etc., have been shut off, disconnected and capped. Contractor shall furnish written evidence to City that utilities have been capped, prior to beginning demolition.

Notify utilities to remove all meters and other equipment which is the property of the utility company.

Maintain and protect services and utilities that must remain in operation and may not be disturbed. Protect and maintain conduits, drains, sewers, pipes and wires that are to remain. Storm sewer manholes and catchbasins will all remain in place across the site, the covers and grates will not be removed.

Demolition

This is a lump sum item that includes the following:

Demolition of the structures shown on Figure 3. The buildings to remove range from one to three stories in height and consist of primarily brick or block walls. Some of the structures will remain in place, and care must be taken to avoid damage to the remaining structures. At-grade flooring and footings will not be removed, with the exception of an area of wood flooring where an underlying crawl space basement is reportedly present.

Buildings and structures to remain include the southern smokestack, a two to three story structure with a footprint of approximately 25,000 SF on the northwest corner of Brooke Street and Forest Avenue, and the two-story former office structure with an approximately 8,700 SF footprint located mid-block on Brooke Street.

In addition, an estimated 435 feet of the bottom eight feet of the exterior building walls that border Brooke and Division Street will remain as a perimeter fence.

Care must be taken to verify separation of the structures to be demolished so the remaining structures are not damaged. Physical damage to the remaining structures will require restoration or repair by qualified individuals, and possibly testing by a structural engineer or other qualified individual, to demonstrate to the satisfaction of the City and /

or their representative that the structure will be competent.

An additional element of the demolition includes preservation of the bottom eight feet of the exterior perimeter building walls surrounding the site property (Figure 3). The contractor will saw cut the existing brick, block, stone, or mortar walls and brace or support the walls to prevent collapse of the exterior walls during demolition of the remainder of the building. If there is wall collapse, the contractor will restore the wall with a mason or other qualified individual to the satisfaction of the City or their designated representative. An estimated 435 feet of perimeter building wall has been identified for preservation to a height of eight feet.

Removal of hazardous materials, with proper recycling or disposal, from all structures, whether being demolished or remaining. Hazardous materials known to be present include lamp ballasts and thermostats, plus light bulbs. The contractor shall properly remove and discard these materials prior to demolition. An estimate of the quantity of ballasts and thermostats is shown on Figures 4A to 4F, but the contractor is responsible for determining actual quantities of these materials.

The contractor is encouraged to recycle or beneficially reuse as much material as possible while following all regulations. Material containing asbestos must be landfilled, and demolition debris that can't be recycled must also be landfilled. Unpainted wood, brick, and concrete can be processed on site, if desired, prior to removal off-site for beneficial reuse.

Above-grade metal can be removed as scrap, but no scrap metal from or integral to the remaining structures shall be removed. Removal of scrap metal must be approved by the City or authorized representative prior to removing the material.

There are two large boilers and a pressure tank in the southern building to be demolished that will require removal. Testing of the boiler / tank components for asbestos has not been performed, and it is the responsibility of the contractor to properly handle the reuse, recycling, or disposal of these materials.

Testing of painted brick and concrete has been completed for lead paint using a field XRF meter. Test results for the various surfaces are shown on Figures 4A to 4F using shading to indicate painted walls that tested positive for lead (>1.0 mg/kg), with text shown to indicate the paint color. Pillars were also tested, with results shown on Figures 4A to 4F. The contractor is responsible for separation of materials that can be recycled, versus materials that must be landfilled due to lead content or other factors.

The contractor shall haul and properly discard all materials that require landfill disposal. These materials are anticipated to include asbestos containing materials, lead painted materials, and demolition debris. The contractor will line up landfill pricing and approvals, and the price must include payment of all landfill tipping fees and taxes. The Proposal sheet includes a requirement to indicate the quantity of material the contractor estimates will require disposal at the landfill. This information will be used to help interpret the bids.

The contractor shall mobilize all necessary material and labor for the job. Equipment can be left at the job site at the contractor's sole risk. The City will not be responsible for lost, stolen, damaged, or vandalized equipment.

No charge for per diem will be provided, regardless of the number of days required for completion of the work. The contractor is expected to cover this charge in his unit rates or other lump sum charges.

Window Removal / Disposal / Secure Openings

There are 54 windows that will be removed by the asbestos contractor due to the presence of friable asbestos glaze or caulk. These are not part of the demolition contractor scope of work.

In the southern building that will remain present at the site, an estimated 152 windows that must be removed. These window openings range in size from approximately 4' x 9' to 5.5' x 8'. The windows and all associated caulk and glaze will be removed and discarded.

Upon removal of the windows, care will be taken to avoid damage to the remaining building, and if excessive damage is caused during window removal, the contractor will be required to repair the damage to the satisfaction of the City or their designated representative.

Upon removal, the resulting building opening will be boarded shut or otherwise secured to prevent unauthorized entry and protect the structure from the elements. Many of the existing windows have already been boarded up, and it is expected the existing boarding material will be acceptable to seal the opening.

In the portion of the northern building that will remain, there are an estimated 27 industrial glass block windows present that will not be removed. No work needs to be done related to the glass block windows.

In addition, after demolition of the surrounding buildings, there are several existing openings in both the northern and southern remaining structures that will be exposed as exterior walls and must be sealed. Wood, existing doors, or other materials can be used to seal these openings. The intention is to block the opening and prevent unauthorized entry and protect the remaining building from the elements. An estimated 14 openings on the southern building and 13 openings on the northern building are shown on Figures 4A to 4F.

Payment for this task shall be on a lump sum basis.

Disposal of Materials

All materials removed from the buildings, including fixtures and appurtenances shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the buildings and contents, down to the building floor. Upon completion of the work, the site shall be left in a neat condition.

The Contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal of lead, asbestos, and other routinely encountered hazardous substances.

With the contractor invoices, documentation of the quantities of materials handled and their destination will be provided. Copies of landfill disposal load listings will be provided with the contractor invoices, with a breakdown by waste type (asbestos, demolition debris or lead containing brick / block). An estimate of the quantity of material (cubic yards or tons) removed for beneficial reuse will be provided with each contractor invoice. A summary of the scrap metal pounds recovered by type (copper, iron, etc.) will be provided with the contractor final invoice.

Backfill Basement / Vaults

The buildings will be removed to the existing grade and the building floors will remain in place, with no removal of floors or footings. There are two known areas where basements or partial basement voids will require placement of backfill. These areas are shown on Figures 2, 3, and 4 and include a wastewater pit in the former plating area that measures 23' by 10' by 8' deep (68 CY) and an area immediately north of the northern remaining in place building. Although not confirmed, the basement beneath the wooden floor area of the existing building reportedly extends to a depth of seven feet and measures an estimated 55' x 100' (1425 CY).

If other subgrade void spaces are found upon building demolition, they will be filled in similar manner and with similar materials as described below.

The contractor shall expose these below building areas, break the basement floor for drainage purposes (assumed to be concrete), and backfill the basements to grade.

Backfill material shall be clean granular fill hauled from off site, or may be crushed site materials provide the material will compact to provide a suitable surface for the overlying use, and the size of the crushed material are no larger than 4 inches. An estimated 2,240 tons (conversion factor assumed as 1.4 tons per cubic yard) of granular fill will be required to return the subfloor void spaced to grade. Granular fill shall consist of not more than 50 percent fines (<200 sieve). Granular backfill material is preferably Grade 1 or Grade 2 material as specified by WisDOT Standard Specifications. No wet soil may be used as backfill. Backfill shall be free of debris including roots, sod, leaves, and construction debris. Backfill material shall not contain stones over 4 inches in diameter. A mixture of sand and gravel, such as bank run sand, shall be acceptable.

The backfill in the subgrade vault and basement will be compacted in one foot lifts using a vibratory compactor. No compaction testing will be required, but the Contractor shall warranty the fill material against settling at all areas for a period of one year.

This item will be paid on a per ton basis based on scale tickets from the pit providing the granular fill. Scale tickets will be provided with the contractor invoice.

If site materials are crushed and used as backfill, payment will be made based on field measurements of the dimensions of the actual subsurface voids that are to be filled, multiplied by a conversion factor of 1.5 tons per cubic yard. The measurements will be agreed upon in the field during the work by the Contractor and the City or their designated representative.

Break Existing Concrete / Asphalt Surfaces

The exposed building floor and existing asphalt surfaces will be broken into pieces and left in place. With the exception of the area identified on Figure 2 and 3 as the “Remaining Soil Cap Locations”, which measures roughly 500 square feet adjacent to Brooke Street, and 11,700 square feet on the western edge of the property, all surfaces outside the footprint of the remaining building structures will be broken into pieces approximately 6 inches in size. The area of the Remaining Soil Cap will not be disturbed.

An estimated 2,400 square foot portion of the “Remaining Soil Cap” that extends beneath the proposed future asphalt parking lot (Figure 2) will be broken up, as the planned construction of a new asphalt parking lot over the surface of this portion of the existing asphalt cap will serve as a new cap.

The total estimated area of concrete or asphalt to break up is roughly 65,000 square feet, including the subsurface vault / basement areas.

Backfill with Gravel Fill

Across the site, six inches of gravel fill will be placed over the broken remaining concrete and asphalt surfaces, including the area of the “Remaining Soil Cap” where the existing concrete or asphalt cap will not be broken up. The estimated volume of material needed is 1400 cubic yards.

This material shall consist of sand and gravel with a maximum gravel size of 1.5 inches, and shall generally conform to the Wisconsin DOT specifications for crushed aggregate base course (Section 304). The material will be provided and leveled to grade away from the remaining buildings. Compaction with a vibratory compactor will not be required. An estimated 2100 tons of gravel fill (conversion factor 1.5 tons per cubic yard) shall be installed.

Payment for this item will be based on scale tickets from the gravel pit or quarry providing the material. Copies of scale tickets will be required to be provided with the invoice for payment.

10. BARRICADES

From the time the City turns the project site over to the Contractor until the work is accepted by the City, the Contractor shall take steps to protect public safety by securing the building. Overnight or during periods when workers are not actively monitoring the site, a protective boundary will be erected to keep the public from entering open portions of the building, such as windows.

11. AWARD OF CONTRACT

The City will consider the bids submitted in the proposal and reserves the right to accept or reject any or all bids and to accept the bid deemed most advantageous to the City.

12. CLEANING

- C. Keep property adjacent to buildings clean and free from accumulation of rubbish.
- D. Do not store or permit removed materials and equipment to accumulate on site. Remove materials, equipment and debris resulting from the demolition operations as it accumulates.
- E. If Contractor does not remove demolition debris as specified above, City reserves the right to have work done by others at Contractor's expense.

13. WARRANTY

Repairs and replacement required because of defective work by Contractor shall be at Contractor's expense. If damage to structures scheduled to remain in place occurs, the Contractor will repair the structure to the satisfaction of the City or the City's representative.

14. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract, shall be commenced at the time stipulated by the City in the "Notice to Proceed" to the Contractor. The project shall be fully completed within one hundred and twenty (120) days of the date of award by the City.

15. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Detailed Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time. The Contractor shall employ only competent, English-speaking foremen and experienced labor to execute the work included in the Contract.

Demolition, backfill placement, and the other elements of this proposal will be by contract between the City and Contractor, with subcontracts to be the full responsibility of the Contractor.

The Contractor is responsible for complying with all State and local laws.

The City is discharged from any liability related to the demolition, disposal of debris, and other activities completed at the site.

16. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.
- C. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to Community Development at 160 South Macy Street, Fond du Lac, Wisconsin, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery of the mail, or in the case of telegrams, at the time of actual receipt as the case may be.

17. JOB OFFICES

- A. The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.
- B. Upon completion of the demolition and associated project activities, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from this site, same to become his property, and leave the premises in the condition required by the Contract.

18. PROTECTION OF THE PUBLIC

The Contractor shall take appropriate and adequate measures to protect the public from the demolition and associated activity operations. As necessary, the work site shall be barricaded or fenced in such a manner that the public is effectively excluded from dangerous or hazardous areas created by the Contractor's operations. Perimeter sidewalks may be closed, with permission of the City. If sidewalks are damaged as a result of the Contractor's work, the Contractor shall repair all damages in a manner satisfactory to the City.

19. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading. A certificate of insurance shall accompany the signed Contract and shall be filed with the Risk Coordinator as proof of such insurance, which shall also not be cancelable in less than thirty (30) days upon written notice to the insured and the City. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City, the Contractor, and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be:

1. Workmen's Compensation Insurance to meet Wisconsin Statutory requirements.
2. Automobile Liability Insurance: limits of liability applicable to automobile insurance shall be not less than \$1,000,000 combined single limit to include all owned, non-owned and hired automobiles.
3. General Liability and Property Damage Insurance limits shall not be less than:
 - a. General Aggregate\$2,000,000
 - b. Products-Completed Operations
Aggregate\$2,000,000
 - c. Each Occurrence \$2,000,000
4. Umbrella Liability Insurance with a \$4,000,000 per occurrence and aggregate limit

5. Contractor Pollution Liability

The Contractor shall purchase and maintain Contractor's Pollution Liability insurance coverage for any and all losses arising from or in any way related to pollution conditions, both sudden and accidental and gradual, which arise from Contractor's operations under this Agreement, whether directly or indirectly, or that are in any other way related to Contractor's operations during performance of this Agreement, whether such operations be by Contractor, its subcontractors or anyone directly or indirectly employed by any of them ("Losses"). The pollution liability insurance policy shall contain minimum liability limits of \$1,000,000 per loss, \$2,000,000 total all losses. Liability limits shall be dedicated to the losses described herein and said limits shall not be eroded by the addition of any other party or entity not in conformance with this Agreement.

The pollution liability insurance policy shall contain or be endorsed to include coverage for the following: (i) bodily injury (including death), property damage and environmental cleanup costs, both on-Site and off-Site; (ii) transportation of any waste, including loading/ unloading, from the Site to the final disposal location, with all such disposal locations being scheduled as non-owned disposal sites for coverage under the policy. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary, list the City of Fond du Lac, its officers, officials, agents and employees as additional insureds, and remain in effect for term of this Agreement and for three (3) years beyond. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Fond du Lac, its officers, officials, agents and employees as additional insureds.

20. CONTRACT DOCUMENTS

Contract documents to be completed upon award of project include the following:

- Certificate of Insurance
- 100% Performance Bond
- Contract
- Disclosure of Ownership

22. EROSION CONTROL

Contractor shall protect all on-site catch basins, or public storm sewer inlets, located near the site from possible contaminated runoff of soil and/or demolition materials. Protection techniques shall be chosen from a resource such as, *"Wisconsin Department of Natural Resources Construction Site Handbook"*.

23. PROTECTION OF NEARBY BUILDINGS

Contractor is responsible for protection of other buildings and personal property near to the job site.

PROPOSAL
CITY OF FOND DU LAC, WI
DEMOLITION: WELLS MANUFACTURING REDEVELOPMENT PROPERTY
PROJECT 2013-106

Bids Opening Time / Date: **2:15 PM, Friday, October 25, 2013**

To: Administrative Office Walk Through: October 14, 2013 1 PM
 City of Fond du Lac
 160 S. Macy Street
 Fond du Lac, WI 54936-0150

Item	Description	Quantity	Units	Rate	Cost
1	Demolition (Includes permits, removal hazardous materials, mobilization, hauling, landfill fees, utility disconnects, saw cut and preservation of 605' of perimeter walls, site security (barriers).	1	Lump	\$	
2	Window removal and disposal from remaining building, (Estimated 152); Secure building openings (Estimated 27)	1	Lump	\$	
3	Backfill in existing subgrade void spaces (provide, compact in 1' lifts, granular material)	2240	Tons	\$	
4	Break Existing Asphalt / Concrete Surfaces (approx 65,000 SF) into 6" Pieces	1	Lump	\$	
5	Gravel Fill (1 1/2 inch), provide, place, and grade	2100	tons	\$	
6	Other - Specify			\$	
7	Other - Specify				
	TOTAL				

Company Name _____

CONTRACTOR ESTIMATED QUANTITIES – For Bid Evaluation Purposes - (RETURN WITH BID)	
Item / Quantity	Tons
Landfill Non-Friable Asbestos (roof, etc.)	
Landfill Demo Debris	
Recycle Brick / Concrete	
Recycle Wood	

Name of Company _____

Printed Bidder Name _____ Title _____

Bidder's Address _____

Signature _____ Phone Number _____

Addendum(s) Acknowledged _____ (if applicable)

Equal Rights Division

Labor Standards Bureau

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit 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), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for 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

Name of Business

Street Address or P O Box

City

State

ZipCode

Name of Business

Street Address or P O Box

City

State

ZipCode

Name of Business

Street Address or P O Box

City

State

ZipCode

Name of Business

Street Address or P O Box

City

State

ZipCode

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

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address

City

State

Zip Code

If you have any questions call (608) 266-0028

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal, and _____, a corporate surety authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto _____ The City of Fond du Lac, Wisconsin hereinafter called the "Owner", in the penal sum of _____

_____ (\$_____), lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated _____, 2013 for **Demolition at-Wells Manufacturing Redevelopment Property**.

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure of default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in 2 original counterparts, under their several seals this ___ day of _____, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of: _____ (SEAL)
(Individual Principal)

(Business Address)

(Address)

(Individual Principal) (SEAL)

(Address)

(Business Address)

(Corporate Seal)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

(Corporate Surety)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

Approved: _____ 20_____

City Manager

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2013 by and

Between _____ party of the first part, hereinafter called the “CONTRACTOR” and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the “OWNER”.

WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed, and shall provide and furnish labor, materials, tool, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract for the City of Fond du Lac’s “**DEMOLITION-WELLS MANUFACTURING REDEVELOPMENT PROPERTY**” all in strict accordance with the Contract and Specifications, and Special Provisions, the same, together with the Contractor’s Proposal and Bidding Schedule to be considered and made a part of this Contract.

ARTICLE II. INDEMNITY CLAUSE. The Contractor does hereby covenant and agree to indemnify and save harmless the Owner from all fines, suits, claims, demands, and actions of any kind and nature by reason of any and all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damage for any and all accidents or injuries to persons or property.

ARTICLE III. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions, _____

_____ (\$_____). The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract. The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

1. Special Provisions
2. Contract Specifications
3. Instructions to Bidders
4. Advertisement for Bids
5. Contractor’s Proposal
6. This Instrument

The Contractor agrees to commence work under this Contract to be specified in a written order from the Owner and does further agree to fully complete all work included in this Contract to a point of final acceptance by the Owner.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

In Presence Of: _____
FIRM NAME

PRESIDENT OR CO-PARTNER

SECRETARY OR PARTNER

SOLE TRADER

In Presence Of: CITY OF FOND DU LAC, WISCONSIN

CITY MANAGER

CITY CLERK

Date: _____

Provisions have been made to pay the liability that will accrue under this contract.

DIRECTOR OF ADMINISTRATION

Date: _____

Approved as to form:

CITY ATTORNEY

Date: _____

**SECTION 00410
BID BOND
EJCDC NO. 1910-20C (1990 Edition)**

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

BID DUE DATE: _____

PROJECT *(Brief Description Including Location):*

BOND

BOND NUMBER: _____

DATE: *(Not later than Bid Due Date):* _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

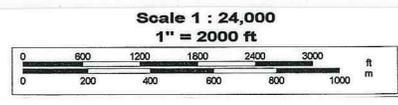
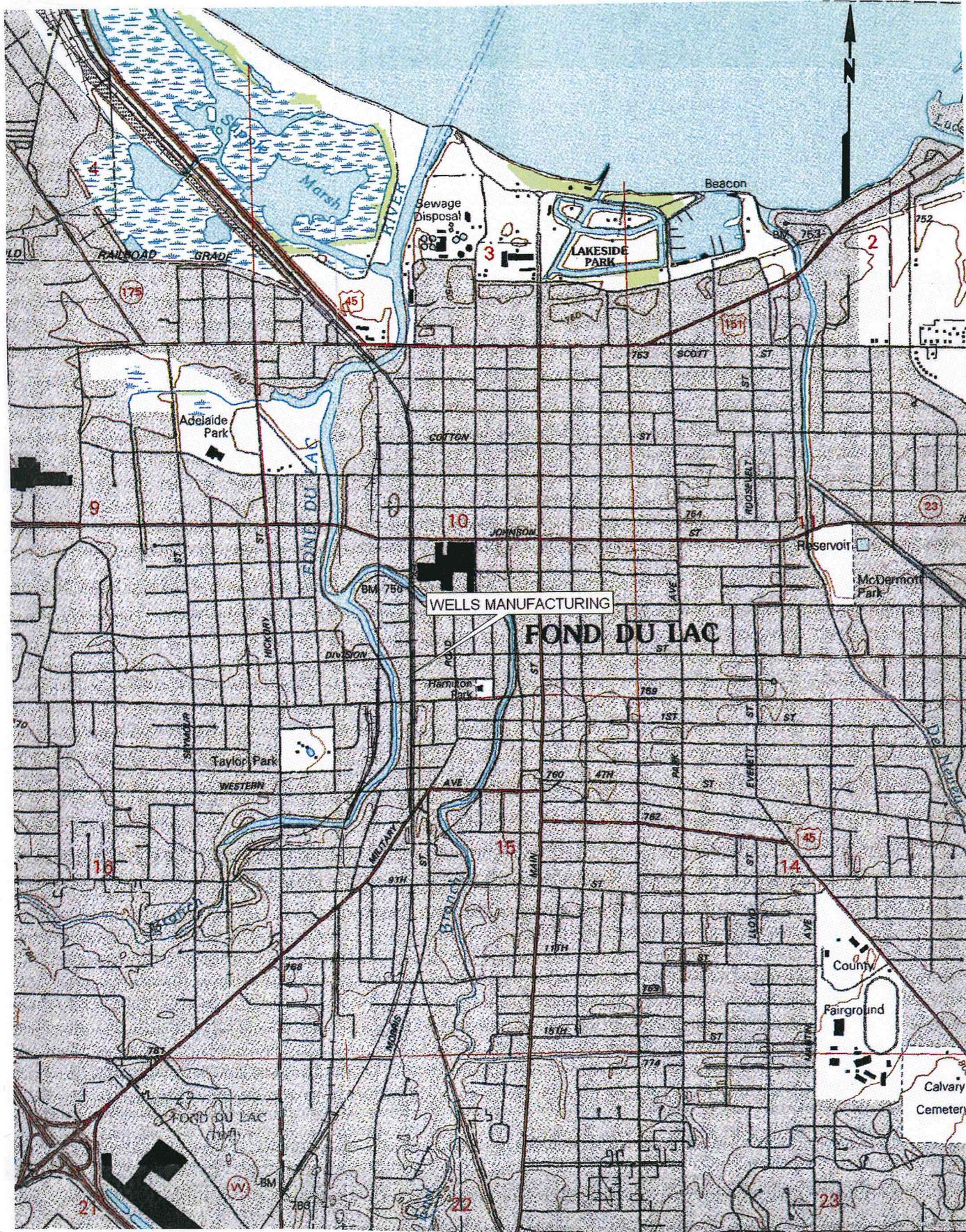
Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above address are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their Heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default of the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

END OF SECTION



SOURCE: Fond du Lac 7.5 minute topographic quadrangle
1995

SITE LOCATION MAP					
Wells Manufacturing, Fond du Lac, WI					
DATE	DESCRIPTION	APPVD	DATE: 5/26/06	DWG #.. siteloc	
SCALE 1:=24,000			APPROVED: AH	FIGURE 1	



LEGEND

- Commonwealth Office/ Retail Tenant Space
- Commonwealth Landscape Office/ Retail
- Hoop House
- Plant Material Yard
- Commonwealth Truck Parking
- General Parking
- Estimated Property Line
- Existing Buildings Remaining
- Existing Walls Remaining
- Building to demolish
- F Area with Subsurface Void to Fill
- DNR CAP - DO NOT Pulverize Before Add 6" Gravel

Soil Cap Location (shaded, typ.)
 - Existing Cap to Remain Intact
 - Gravel Fill (6") Over Existing Asphalt Cap
 - All Plantings Shall be Planters, or Mulched in Above Cap (Do Not Disturb Soil)

West Branch Fond du Lac River

Outdoor Garden Center
 (Gravel Fill 6"
 Over Pulverized
 Existing Concrete)

Existing Chimney
 to Remain

Outdoor Garden
 Center

Parking (Asphalt
 Over Gravel Base
 Over Pulverized
 Existing Concrete /
 Asphalt)

Hoop House

Hoop House

Hoop House

Retain
 8' Masonry Wall
 From Existing
 Building

Division Street

Plant Material
 Yard (gravel fill 6"
 over pulverized
 existing concrete)

Tenant Spaces
 1st & 2nd Flr.;
 Commonwealth
 Offices 3rd Flr.

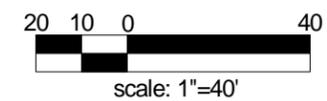
Landscape
 Store

sidewalk

sidewalk

Retain
 8' Masonry Wall
 From Existing
 Building

Brooke Street



Soil Cap Location
 Gravel Fill (6") over Intact
 Existing Concrete Cap

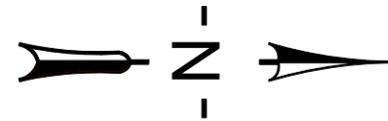
Green Space /
 Landscaping
 (Gravel Fill 6" over
 Pulverized Existing
 Concrete)

Landscape Sales
 (Gravel Fill 6" Over
 Pulverized Existing
 Concrete / Asphalt)

TITLE
**Site Layout and
 Development Plan**
 Wells Mfg., Fond du Lac, WI



REV	DATE	DESCRIPTION	APPVD	DATE	DWG #:
KE	10/3/13	Added Additional Building to Remain		7/29/2013	DEMOConcept Plan.skf
				DRAWN BY: North / MKH	FIGURE 2



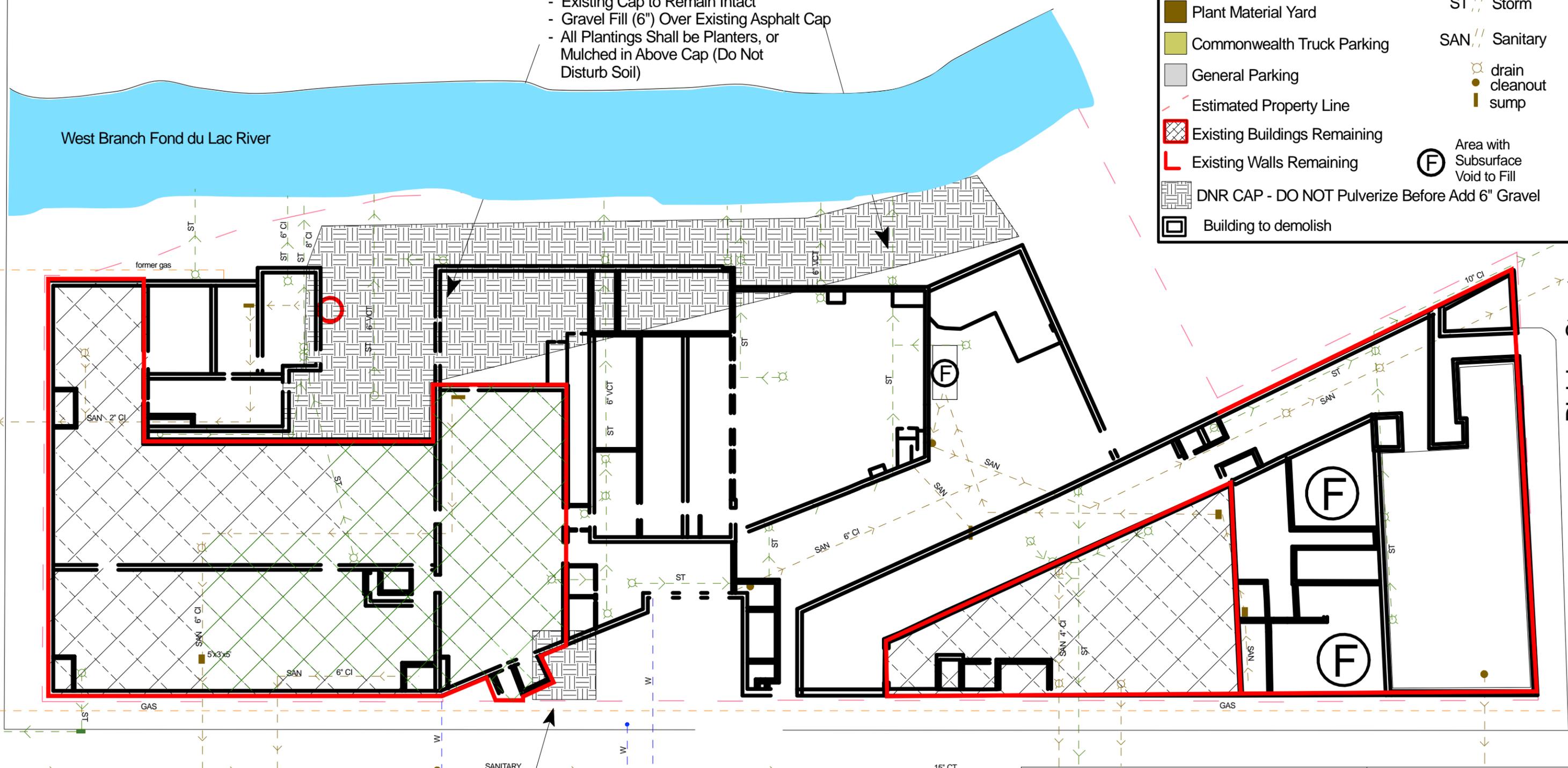
Soil Cap Location (shaded, typ.)
 - Existing Cap to Remain Intact
 - Gravel Fill (6") Over Existing Asphalt Cap
 - All Plantings Shall be Planters, or Mulched in Above Cap (Do Not Disturb Soil)

LEGEND

- Commonwealth Office/ Retail Tenant Space
- Commonwealth Landscape Office/ Retail
- Hoop House
- Plant Material Yard
- Commonwealth Truck Parking
- General Parking
- Estimated Property Line
- Existing Buildings Remaining
- Existing Walls Remaining
- DNR CAP - DO NOT Pulverize Before Add 6" Gravel
- Building to demolish
- W Water
- G Gas
- ST Storm
- SAN Sanitary
- drain
- cleanout
- sump
- Area with Subsurface Void to Fill

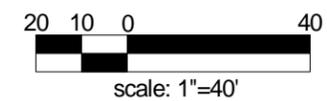
Forest Avenue

Division Street



West Branch Fond du Lac River

Brooke Street



Soil Cap Location
 Gravel Fill (6") over Intact Existing Concrete Cap

TITLE		Fill Areas and Utilities			
Wells Mfg., Fond du Lac, WI				ALPHA TERRA SCIENCE	
REV	DATE	DESCRIPTION	APPVD	DATE:	DWG #:
KE	10/3/13	Added Additional Building to Remain		7/29/2013	DEMOConcept Plan.skf
				DRAWN BY:	FIGURE
				North / MKH	3

Forest Ave.

Brooke St.

SOUTH 1st FLOOR

DEMO

DEMO

DEMO

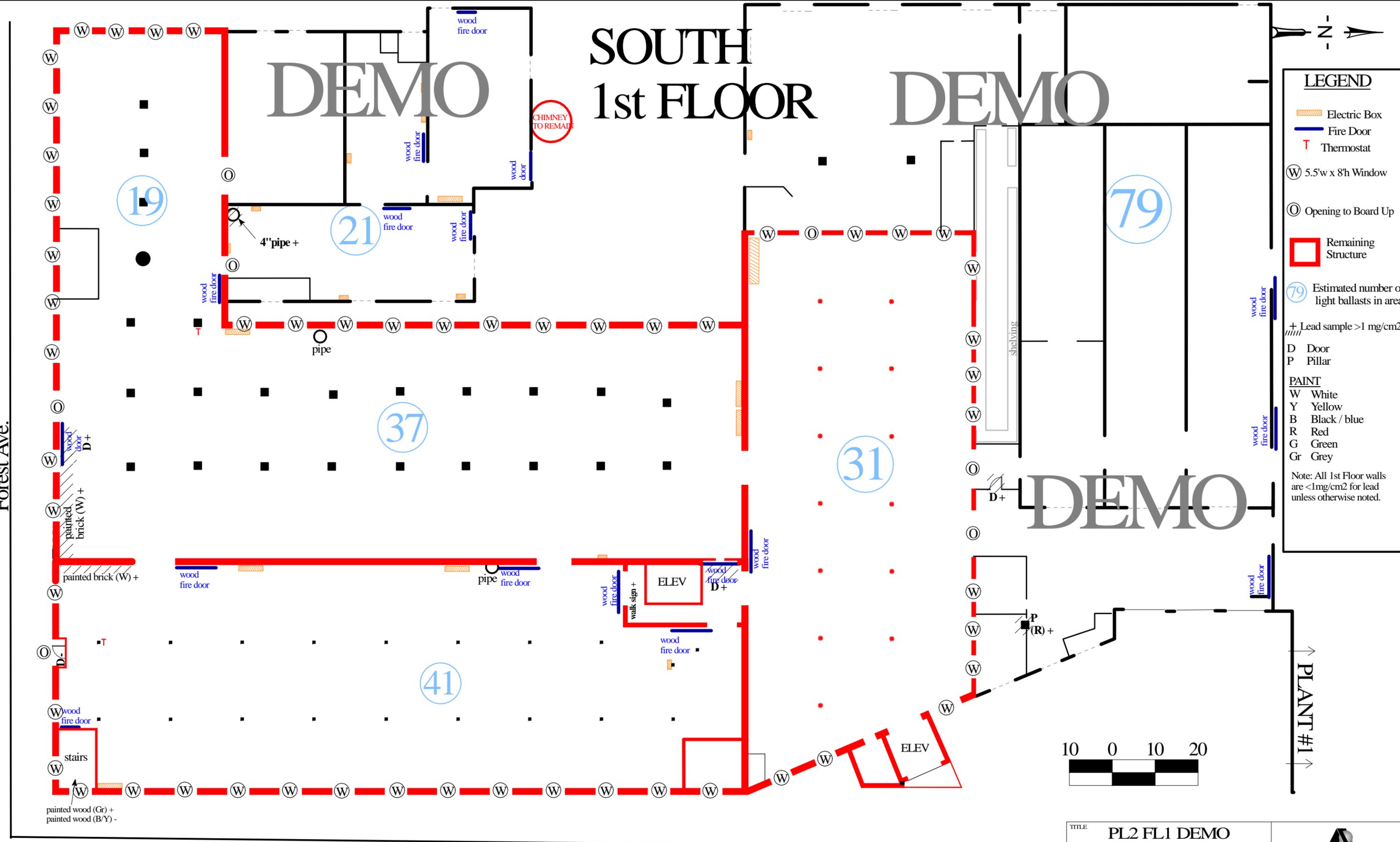
LEGEND

- Electric Box
 - Fire Door
 - Thermostat
 - 5.5'w x 8'h Window
 - Opening to Board Up
 - Remaining Structure
 - Estimated number of light ballasts in area
 - Lead sample >1 mg/cm2
 - Lead sample >1 mg/cm2
 - D Door
 - P Pillar
- PAINT**
- W White
 - Y Yellow
 - B Black / blue
 - R Red
 - G Green
 - Gr Grey

Note: All 1st Floor walls are <1mg/cm2 for lead unless otherwise noted.



TITLE		PL2 FL1 DEMO			
		Window, Lead, & Ballast			
		Wells Mfg., Fond du Lac, WI			
REV	DATE	DESCRIPTION	APPVD	DATE	DWG #
				2/25/2013	...DEMO Base Map - PL2 FL1.sxd
DRAWN BY:				FIGURE:	
MKH				4A	



CHIMNEY TO REMAIN

4" pipe +

pipe

ELEV

ELEV

shelving

P (R) +

stairs

painting wood (Gr) +
painting wood (B/Y) -

wood fire door

PLANT #1

Forest Ave.

Brooke St.

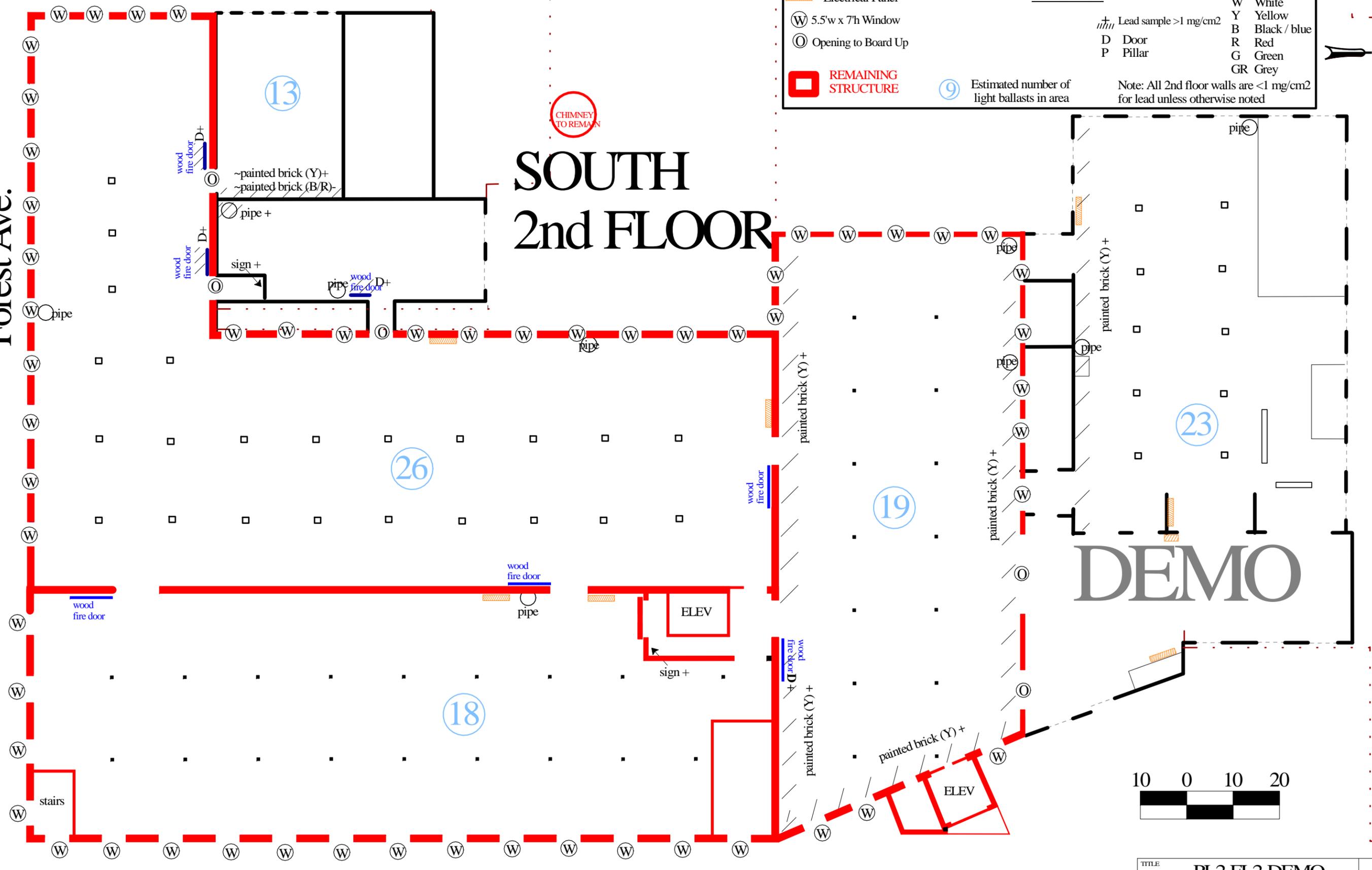
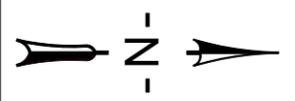
SOUTH 2nd FLOOR

CHIMNEY TO REMAIN

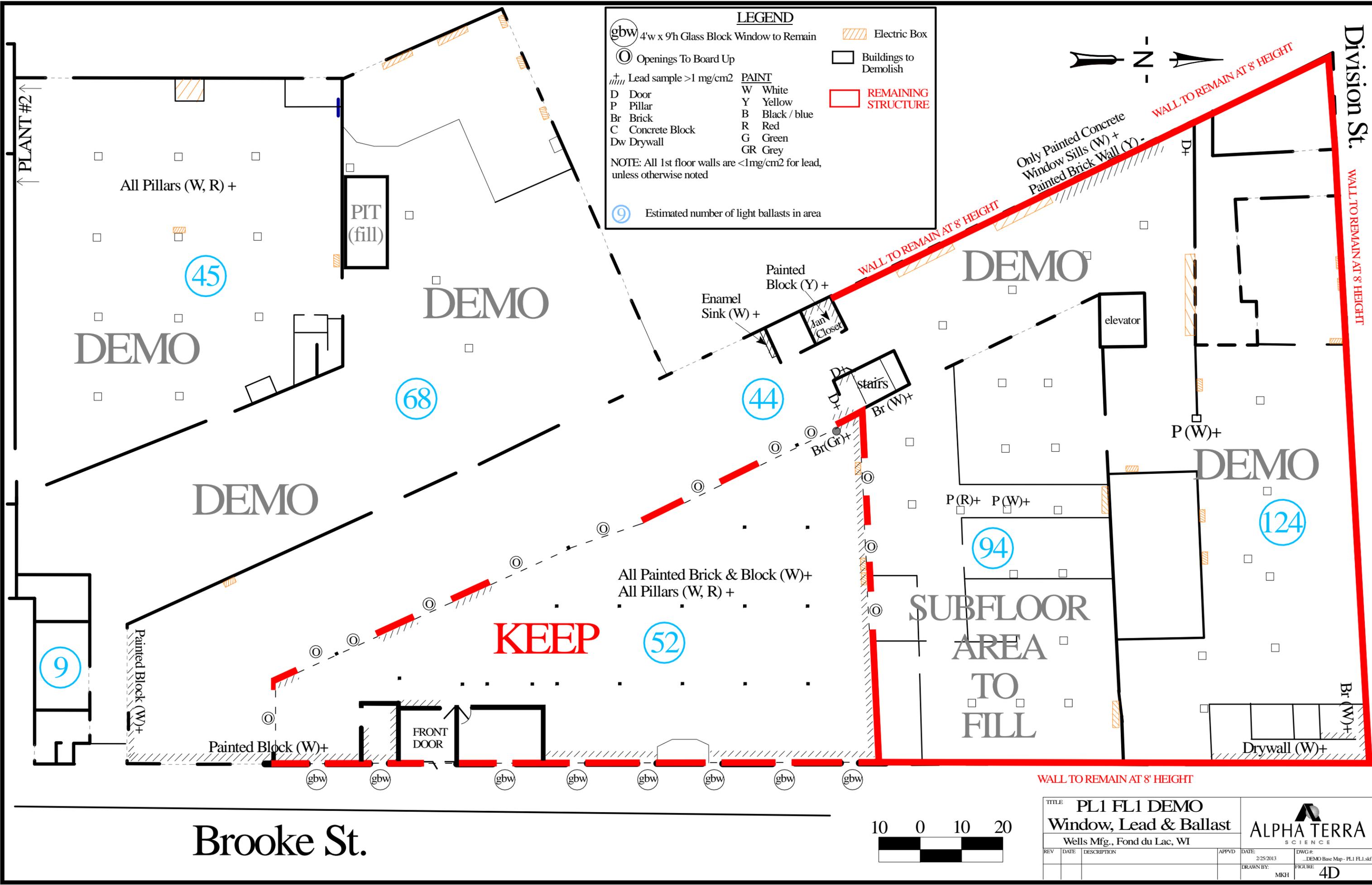
LEGEND

Electrical Panel	PAINT
5.5'w x 7'h Window	W White
Opening to Board Up	Y Yellow
REMAINING STRUCTURE	B Black / blue
Estimated number of light ballasts in area	R Red
	G Green
	GR Grey

Note: All 2nd floor walls are <1 mg/cm² for lead unless otherwise noted



TITLE		PL2 FL2 DEMO		ALPHA TERRA SCIENCE	
		Window, Lead, & Ballast			
		Wells Mfg., Fond du Lac, WI			
REV	DATE	DESCRIPTION	APPVD	DATE	DWG #
				2/25/2013	...DEMO Base Map - PL2 FL2.skt
				DRAWN BY:	FIGURE
				MKH	4B



LEGEND

gbw 4'w x 9'h Glass Block Window to Remain

⊙ Openings To Board Up

+ Lead sample >1 mg/cm2

D Door

P Pillar

Br Brick

C Concrete Block

Dw Drywall

Paint

W White

Y Yellow

B Black / blue

R Red

G Green

GR Grey

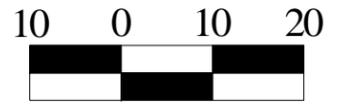
NOTE: All 1st floor walls are <1mg/cm2 for lead, unless otherwise noted

⊙ Estimated number of light ballasts in area

Electric Box

Buildings to Demolish

REMAINING STRUCTURE



TITLE		PL1 FL1 DEMO	
Window, Lead & Ballast		Wells Mfg., Fond du Lac, WI	
REV	DATE	DESCRIPTION	APPVD
DATE		DRAWN BY:	
2/25/2013		MKH	
DWG #:		FIGURE:	
...DEMO Base Map - PL1 FL1.sxd		4D	

Brooke St.

Division St.

PLANT #2

All Pillars (W, R) +

PIT (fill)

DEMO

DEMO

DEMO

SUBFLOOR AREA TO FILL

KEEP

All Painted Brick & Block (W)+
All Pillars (W, R) +

Only Painted Concrete Window Sills (W) +
Painted Brick Wall (Y) -

WALL TO REMAIN AT 8' HEIGHT

WALL TO REMAIN AT 8' HEIGHT

WALL TO REMAIN AT 8' HEIGHT

45

68

44

52

94

124

9

Painted Block (W)+

FRONT DOOR

stairs

elevator

Drywall (W)+

Br (W)+

Enamel Sink (W) +

Painted Block (Y) +

Br (Gr) +

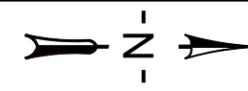
Br (W) +

P (R) +

P (W) +

P (W) +

Br (W) +

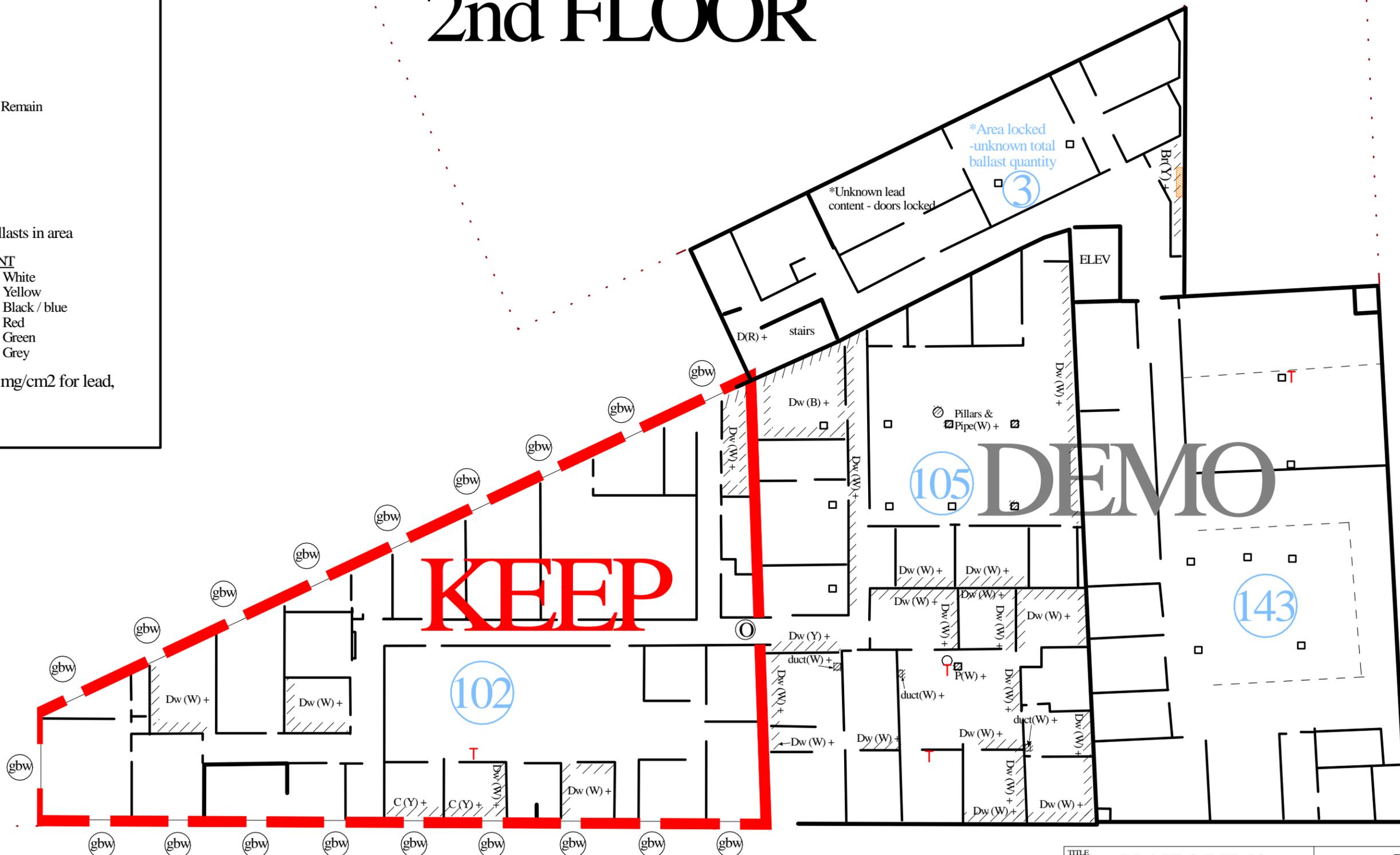


NORTH 2nd FLOOR

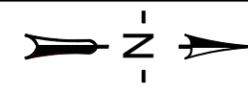
LEGEND

-  Electric Box
 -  Fire Door
Thermostat
 -  4'w x 9'h Glass Block Window to Remain
 -  Openings To Board Up
 -  REMAINING STRUCTURE
 -  Estimated number of light ballasts in area
 -  Lead sample >1 mg/cm2
- PAINT
- W White
 - Y Yellow
 - B Black / blue
 - R Red
 - G Green
 - GR Grey

NOTE: All 2nd floor walls are <1mg/cm2 for lead, unless otherwise noted.



TITLE		PL1 FL2 DEMO		 ALPHA TERRA SCIENCE
Window, Lead, & Ballast		Wells Mfg., Fond du Lac, WI		
REV	DATE	DESCRIPTION	APPVD	DWG #: ...DEMO Base Map - PL1 FL2.sdt
				DATE: 2/25/2013
				DRAWN BY: MKH
				FIGURE: 4E



NORTH 3rd FLOOR

Division St.

LEGEND

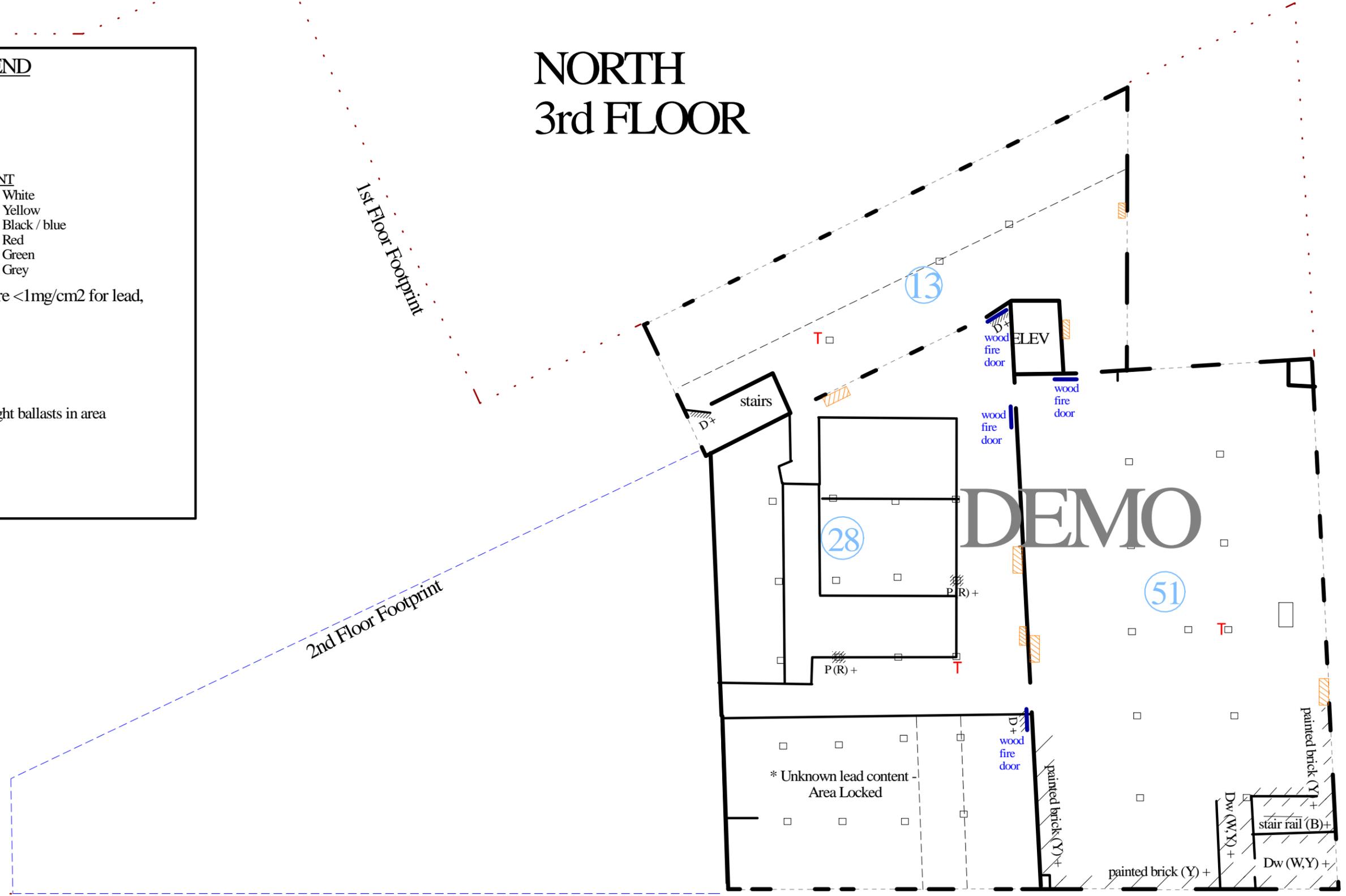
-  Electric Box
-  Fire Door
-  Thermostat
-  Lead sample >1 mg/cm2
- PAINT
- W White
- Y Yellow
- B Black / blue
- R Red
- G Green
- GR Grey
- D Door
- P Pillar
- Br Brick
- C Concrete Block
- Dw Drywall

NOTE: All 3rd floor walls are <1mg/cm2 for lead, unless otherwise noted.

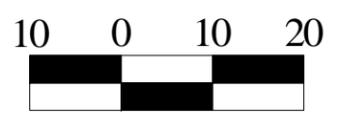
 Estimated number of light ballasts in area

1st Floor Footprint

2nd Floor Footprint



* Unknown lead content - Area Locked



TITLE		PL1 FL3 DEMO		ALPHA TERRA SCIENCE	
DESCRIPTION		Window, Lead, & Ballast		Wells Mfg., Fond du Lac, WI	
REV	DATE	DESCRIPTION	APPVD	DATE	DWG #
				2/25/2013	...DEMO Base Map - PL1 FL3.skt
DRAWN BY:				FIGURE	
MKH				4F	

ISSUE DATE: 9/24/2013

PROJECT:

DEMOLITION FORMER WELLS MFG
FOND DU LAC CITY, FOND DU LAC COUNTY, WI
Determination No. 201302396

PROJECT OWNER:

DEBORAH WEGNER, COMMUNITY DEVELOPMENT SPECIALIST
CITY OF FOND DU LAC - DEBORAH WEGNER
160 S. MACY STREET
PO BOX 150
FOND DU LAC, WI 549350150

REQUESTER:

DEBORAH WEGNER, COMMUNITY DEVELOPMENT SPECIALIST
CITY OF FOND DU LAC - DEBORAH WEGNER
160 S. MACY STREET
PO BOX 150
FOND DU LAC, WI 549350150

ADDITIONAL CONTACT:

NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

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

Enclosures

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

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: 9/24/2013

DETERMINATION NUMBER: 201302396

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 3/23/2014. If NOT, You MUST Reapply.

PROJECT NAME: DEMOLITION FORMER WELLS MFG

PROJECT LOCATION: FOND DU LAC CITY, FOND DU LAC COUNTY, WI

CONTRACTING AGENCY: CITY OF FOND DU LAC - DEBORAH WEGNER

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	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.
APPRENTICES:	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.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.	32.93	19.81	52.74
102	Boilermaker Future Increase(s): Add \$1.90/hr on 1/01/13	31.09	25.60	56.69
103	Bricklayer, Blocklayer or Stonemason	30.76	16.24	47.00
104	Cabinet Installer	30.16	15.31	45.47
105	Carpenter	30.16	15.31	45.47
106	Carpet Layer or Soft Floor Coverer	32.93	21.85	54.78
107	Cement Finisher	30.76	12.82	43.58
108	Drywall Taper or Finisher	29.62	17.04	46.66
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.	28.97	19.59	48.56
110	Elevator Constructor	42.86	23.15	66.01
111	Fence Erector	22.50	3.65	26.15
112	Fire Sprinkler Fitter	35.64	17.00	52.64
113	Glazier	28.09	12.12	40.21
114	Heat or Frost Insulator	33.93	18.88	52.81
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	28.03	21.97	50.00
117	Lather	30.16	15.31	45.47
118	Line Constructor (Electrical)	37.05	16.94	53.99
119	Marble Finisher	20.00	0.00	20.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
120	Marble Mason	30.76	16.24	47.00
121	Metal Building Erector	23.05	1.60	24.65
122	Millwright	31.76	15.36	47.12
123	Overhead Door Installer	13.50	0.00	13.50
124	Painter	18.00	6.01	24.01
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.66	15.31	45.97
127	Pipeline Fuser or Welder (Gas or Utility)	31.18	19.29	50.47
129	Plasterer	30.76	16.42	47.18
130	Plumber Future Increase(s): Add \$.85/hr on 6/03/2013	32.59	16.10	48.69
132	Refrigeration Mechanic	37.76	19.99	57.75
133	Roofer or Waterproofer	21.60	9.67	31.27
134	Sheet Metal Worker	29.51	20.37	49.88
135	Steamfitter Future Increase(s): Add \$.85/hr on 6/3/2013.	32.59	16.10	48.69
137	Teledata Technician or Installer	24.65	14.64	39.29
138	Temperature Control Installer Future Increase(s): Add \$.85/hr on 6/03/2013.	32.59	16.10	48.69
139	Terrazzo Finisher Future Increase(s): Add \$.80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher	23.77	9.59	33.36
142	Tile Setter	30.76	16.42	47.18
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.77	16.92	47.69
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
146	Well Driller or Pump Installer Future Increase(s): Add \$.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	31.89	17.98	49.87
203	Three or More Axle	22.50	16.66	39.16
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	15.00	19.59	34.59
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	22.50	16.66	39.16

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender	23.46	13.88	37.34
302	Asbestos Abatement Worker	34.78	0.00	34.78
303	Landscaper	21.50	0.59	22.09
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.84	12.65	32.49

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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.	18.31	12.67	30.98
314	Railroad Track Laborer	23.41	15.14	38.55
315	Final Construction Clean-Up Worker	23.41	13.43	36.84

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated 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/hr on 6/2/2013.	32.39	18.46	50.85
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/hr on 6/2/2013.	32.39	18.46	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	33.82	17.60	51.42

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	34.50	20.04	54.54
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY. Future Increase(s): Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.	28.70	19.86	48.56

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
509	<p>Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & 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).</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p> <p>Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.</p>	34.12	18.46	52.58
510	<p>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).</p>	32.42	9.43	41.85
511	<p>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).</p> <p>Future Increase(s): Add \$1/hr on 6/2/2013.</p>	32.39	18.46	50.85
512	<p>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.</p>	35.59	17.76	53.35

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
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/hr on 6/2/2013.	29.69	18.46	48.15
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	31.32	17.95	49.27
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2013; Add \$1.75/hr on 02/01/2014	26.69	16.65	43.34

SEWER, WATER OR TUNNEL CONSTRUCTION
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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).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/13; 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.	32.09	16.13	48.22
109	Electrician Future Increase(s): Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
130	Plumber	36.97	17.66	54.63

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
135	Steamfitter	32.01	15.93	47.94
137	Teledata Technician or Installer	24.65	14.64	39.29
143	Tuckpointer, Caulker or Cleaner	30.76	16.42	47.18
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	18.00	7.01	25.01
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	22.50	16.19	38.69

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for 0-15 lbs. compressed air; Add \$2.00 for 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.28	13.89	39.17
303	Landscaper	26.92	12.51	39.43

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
304	Flagperson or Traffic Control Person	17.33	15.44	32.77
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	15.14	38.55

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.12	18.46	53.58
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): Add \$.25/hr for operating tower crane.	35.36	19.15	54.51
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Add \$.25/hr for operating tower crane.	34.41	19.15	53.56

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	29.19	20.14	49.33
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	31.48	15.55	47.03
109	Electrician	32.55	19.26	51.81
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	28.03	21.97	50.00
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	18.00	6.01	24.01
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	30.66	15.31	45.97
133	Rofer or Waterproofer	21.00	9.67	30.67
137	Teledata Technician or Installer	24.65	14.64	39.29
143	Tuckpointer, Caulker or Cleaner	30.76	16.42	47.18
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	23.31	17.13	40.44
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	22.50	16.19	38.69

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	26.92	12.93	39.85
303	Landscaper	26.92	11.88	38.80
304	Flagperson or Traffic Control Person	17.33	15.44	32.77
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
314	Railroad Track Laborer	23.41	15.14	38.55

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/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 \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/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 \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.32	17.60	50.92
546	Fiber Optic Cable Equipment.	25.74	15.85	41.59
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	34.62	17.98	52.60
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1/hr on 6/2/2013.	32.92	18.46	51.38

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	32.67	18.74	51.41
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	25.74	15.85	41.59

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

Department of Workforce Development
 Equal Rights Division
 P.O. Box 8928
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Scott Walker, Governor
 Reginald J. Newson, Secretary
 Joe Handrick, Division Administrator

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

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
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09/01/12

POST THE WHITE SHEET

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

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

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

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

Disclaimer

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

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

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

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

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

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

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

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

(g) "Project" mean a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

(2) **SUBSTANCE ABUSE PROHIBITED.** No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) **SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED.** (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) **EMPLOYEE ACCESS TO PROJECT.** (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) **LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED.** A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

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

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

September 1, 2012

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

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

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

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

List of Agents and Subcontractors

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Request to Employ Subjourneyperson

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

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

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

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

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

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

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



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

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

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

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

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

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

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

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

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

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

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

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

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

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



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

PREVAILING WAGE – Contractors

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

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

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

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

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

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

For further updates on this topic, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

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

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

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

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

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

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

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

SINGLE-TRADE THRESHOLD

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

The single trade threshold is \$48,000.

MULTIPLE-TRADE THRESHOLDS

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

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

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

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

APPLYING THE NEW THRESHOLDS

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