



SPECIFICATIONS FOR
ROOF REMOVAL AND REPLACEMENT
WELLS MANUFACTURING REDEVELOPMENT
PROPERTY
AT
26 SOUTH BROOKE STREET

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

PROPOSAL
CITY OF FOND DU LAC, WI
ROOF REMOVAL AND
REPLACEMENT
WELLS MANUFACTURING REDEVELOPMENT PROPERTY
 26 S. Brooke Street, Fond du Lac, WI
PROJECT 2014-105

Bids Opening Time / Date: 2:00 PM, Thursday, May 29, 2014
 Walk Through: May 22, 2014 1 PM

To: Administrative Office
 City of Fond du Lac
 160 S. Macy Street
 Fond du Lac, WI 54936-0150

Item	Description	Quantity	Units	Rate	Cost
1	Mobilization / Demobilization	1	Lump	\$	
2	Permits, Notifications, Landfill Approval, incl. Fees	1	Lump	\$	
3	Roof / Skylight/Gutter Removal and Disposal	1	Lump	\$	
4	Repair of Rotted Surfaces, Paid per sq ft per unit cost as necessary	500	Sq ft	\$	
5	New Roof Materials, Installation, Including Frame-in of former skylights and elevator shaft area (est. 24,500 SF on two different levels)	1	Lump	\$	
6	Gutter and Downspouts, Material and Installation (assume 1145 LF)	1	lump	\$	
7	Other (Specify)			\$	
8	Other (Specify)			\$	
	TOTAL				

Name of Bidder _____

By _____ Title _____

Bidder's Address _____

Signature _____ Phone Number _____

Addendum(s) Acknowledged _____ (if applicable)

ADVERTISEMENT FOR BIDS
2014 ROOF REMOVAL AND REPLACEMENT - WELLS MANUFACTURING
REDEVELOPMENT PROJECT - Contract No. 2014-059
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 2:00 PM, local time, on Thursday, May 29, 2014 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 – 2014 ROOF REMOVAL AND REPLACEMENT – WELLS MANUFACTURING REDEVELOPMENT PROJECT ". 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/Demobilization
- Permits, Notifications, Landfill Approval, Including Fees
- Roof/Gutter Removal and Disposal
- Skylight Removal and Disposal; Frame in Openings
- Repair of Rotted Surfaces As Necessary
- New Roof Materials, Installation (estimated 24,500 SF on three different levels)
- Gutter and Downspouts Installation (assume 1225 LF)

WALK THROUGH: May 22, 2014 at 1:00 PM, local time. **Contractors will not have any other opportunity to view the site.**

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 2014 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 – 2014 ROOF REMOVAL AND REPLACEMENT – WELLS MANUFACTURING REDEVELOPMENT PROJECT ". 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 May 8 and 15, 2014.

**SPECIFICATIONS FOR ROOF REMOVAL AND
REPLACEMENT: Wells Manufacturing Redevelopment Project
26 S. Brooke Street, Fond du Lac, WI Project
2014-059**

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

Attachments: Figure 1: Site Location
Figure 2: Aerial Photograph 2010 Showing Roofs to Replace

Walk Through: May 22, 2014, 1:00 PM CST

Bid Due Date: May 29, 2014, 2:00 PM CST

Bid Materials to Submit: Proposal (1 page)
Disclosure of Ownership (1 page)
Bid Bond / Certified Check / Bank Draft for 5% of Total Bid
Affidavit of Bidder (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 May 24). The Form can be obtained / filled out at the City of Fond du Lac Engineering Dept. web page:
<http://www.fdl.wi.gov/departments.Impl?DeptID=12&DeptPage=32>

Award / Completion: June 10, 2014 / July 15, 2014

Questions: Ken Ebbott, Alpha Terra Science, 920 892-2444

Summary of Work:

Contractor to remove roof, gutters, skylights, and any rotten underlying wood, and properly discard. Roofing material contains asbestos material that is non-friable, and must be properly landfilled.

Contractor to replace rotten sheathing with 15/32" OSB as needed and approved by owner, using a per square foot unit bid rate.

Contractor to install new roofing (flat roof) per manufacturers' specifications.

Contractor to install new gutters and downspouts as necessary to adequately drain, with drainage to the ground surface on the west and north sides of the building

Estimated area of roofing is 24,550 square feet.

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

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

Bids must be submitted on the proposal sheet included in these specifications. All bids shall be submitted to the City of Fond du Lac, Administrative Offices, 160 S Macy Street, Fond du Lac, WI 54935 no later than 2:00 PM CST on Thursday, May 29, 2014 at which time bids will be opened and read aloud in the City Manager Conference Room.

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. An estimate of the quantity of various items has been provided for estimating purposes. Variations from the specified quantities will be paid at the bid unit rates only if the additional quantity is verified by the City of Fond du Lac or their authorized representative prior to completion. No variations in the evaluations will be considered as cause or grounds for claims for additional payments, or extensions of time for completion of work, unless quantities vary from this specification and the request for additional time or resources is made in advance of completion of the 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 30 days of award of the work.

The Contractor shall defend, indemnify, and hold harmless the Owner and the City of Fond du Lac, its officers, commissioners and employees from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from the Contractor's operations under this contract.

2. SITE AND CONDITION OF PREMISES

- A. Bidders are strongly encouraged to participate in a site walkover that will be held on May 22 at 1 PM to view the conditions. This is the only opportunity to view the site conditions in person; individual site visits will not be permitted. 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 the 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. SCOPE OF WORK

The Work under this Contract consists of roof tear off and replacement within the former factory and office at the 26 Brooke Street property.

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 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 roofing operations, splash boards or deflector panels shall be erected and warning signs placed at appropriate locations to protect the general public.

All streets, alleys, sidewalks, or public places adjacent to any building or buildings shall be maintained in a litter-free condition throughout the life of this Contract. The jobsite or worksite is to be kept in a safe and workman-like manner at all times. All ladders, ladder jacks and scaffolding shall be taken down and/or secured from unauthorized use and weather related personal or property damage at the end of each workday.

When hauling debris, material shall be covered and/or hosed down with water as necessary 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 available for roof removal and replacement activities when the Contract is executed in which case the order to start work will be issued. The Contractor shall prosecute the work in an orderly manner to completion. The roofing tear-off and replacement, with gutter and downspout installation activities, will be finished within 30 days of award.

5. 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.

At the same time as the roofing work, the site buildings may be undergoing building renovations. Demolition activities may also be occurring on other structures, and the contractors will need to work cooperatively to avoid potential conflicts.

6. TRAFFIC

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.

7. CODES, PERMITS, NOTIFICATIONS, AND INSPECTIONS

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 will be permits required, but there will be no City fees, as the work is being done for the City.

All materials and work shall comply with applicable codes and regulations of the City of Fond du Lac, including the local and state building codes, housing code, zoning ordinance, state and local plumbing codes, heating codes, National Electrical Code, floodplain ordinance, and property rehabilitation standards, whether or not covered by the Itemized Work Specifications. The contractor shall secure at his own expense all necessary permits prior to the start of work. The contractor shall call the appropriate inspector when ready for any required inspections and shall secure approval by the appropriate inspector, including taking action to comply with any notice or orders issued by the inspector. The contractor shall permit representatives of the Department of Housing and Urban Development, State of Wisconsin, and the Redevelopment Division to inspect all work under this contract.

8. UTILITIES

The building has been partially demolished, and all utilities have been disconnected. The contractor will assume no power is available from the site. The contractor will be responsible for providing necessary power sources and other resources (water, compressed air, etc.).

Water might be available via connection to a nearby city hydrant. A hydrant opening permit would need to be arranged with the City, if required.

9. CONTRACTOR SERVICES

The Contractor Shall

Furnish all labor, equipment, tools, transportation, and incidentals necessary for the performance of the work. For all materials, the cost shall include the cost for removal, transportation, and disposal at a licensed facility. Wages must meet the attached prevailing wage rates obtained for this project, and the contractor will provide the required documentation of payment of the prevailing wages before the contractor invoice will be approved for payment.

The Contractor shall be responsible for complying with all applicable OSHA regulations and State and Federal transportation regulations.

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. A representative of the City or designated representative will be available during the project to view site conditions and answer roofing and building repair questions should they arise. 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.

Per Diem

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 fixed costs.

Materials and Methods

The bid sheet 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.

General

An asbestos inspection was completed by Alpha Terra Science in 2013 to identify asbestos containing materials (ACM) within the building and on the roof. Asbestos abatement has been completed to removal all known ACM from the building, with the exception of non-friable category 1 roofing core materials within the second story roofing materials.

The second story roofing core materials were sampled in three locations at samples 2-R-4, 2-R-5, and 2-R-6, and have been identified as being in good condition, containing approximately three percent chrysotile asbestos. This material must be properly discarded at a licensed subtitle D landfill as asbestos containing material. The estimated quantity of the second story roofing material is 10,600 square feet.

There are six skylights on a portion of the third floor, and caulk and associated skylight materials were not tested for asbestos. The skylight materials and caulk should be assumed non-friable category 1 material that requires proper manifest procedures and disposal at a licensed subtitle D landfill, similar to the second story roofing material.

The third story roofing core materials were also sampled at three locations, 2-R-1, 2-R-2, and 2-R-3, and contain no detectable asbestos. The estimated quantity of the third floor roof is 13,500 square feet. This material must also be discarded at a licensed subtitle D landfill, but does not have to be classified as asbestos containing material, and can be discarded as standard demolition debris.

There is a small rectangular shaped extension of the roof above the third floor that houses the elevator shaft. The roof on this portion of the building was not sampled for asbestos, and is presumed to be ACM that must be handled in the same manner as the second story roof materials. This roof section measures roughly 400 square feet.

All asbestos containing material loads need to be manifested. The Contractor will complete manifests, and copies of manifests will be provided to the City of Fond du Lac and Alpha Terra Science with the project invoice. The asbestos will be transported to the landfill for disposal. The Contractor will be responsible for paying for disposal, and determining the most cost effective destination.

Mobilization / Demobilization

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

One mobilization will be paid for the project. If the project begins and is subsequently shut down for reasons not the fault of the contractor, and a second mobilization becomes necessary to return to the site and finish the work, than a second mobilization may be approved for payment. Payment for only one mobilization is anticipated.

Notification, Permits, Landfill Approval

The contractor shall obtain any necessary approvals or permits needed to carry out the work.

The Contractor will complete all landfill applications and obtain approvals related to disposal. If needed, Alpha Terra Science will provide laboratory analytical results to the winning bidder.

This item will be paid on a lump sum basis, regardless of quantity.

Asbestos Containing Materials and Roof / Skylight / Gutter Removal and Disposal

The contractor is to properly remove, dispose of and replace all weather resistant roof coverings associated with the site's roofs, including cornice returns.

Contractor to remove and properly discard all layers of existing roofing material, flashings, underlayment, and nails down to the roof boards and/or sheathing.

The 10,600 square feet of second story roofing material has been tested for asbestos, and it is asbestos containing, but not friable. The material will need to be properly discarded at a licensed subtitle D facility that is approved for acceptance of non-friable asbestos. These loads will require identification with a completed manifest.

The 13,500 square feet of third story roofing material has been tested, and it does not contain asbestos. This roofing material can be discarded as demolition debris at a licensed subtitle D landfill, but it does not have to be identified as ACM, nor have a manifest accompany these loads. The landfill indicates the tipping fee on these two materials will be the same, regardless of whether the material contains ACM or not.

There are six skylights located on the northern portion of the three story roof. These skylights will be removed, discarded, and framed in. New skylights will not be installed and the new roof is to cover the existing skylight openings.

The estimated 400 square foot area of the elevator shaft that extends above the third floor roof will require additional work to remove the steel beams and make this portion of the building the same level as the adjacent roof. The area will be framed in and the new roof will cover this area.

The cost for removal of all materials is to include disposal. The Contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal and hauling of asbestos and any other routinely encountered hazardous substances.

Payment for this item will be based on a lump sum basis, and includes removal, hauling, framing in the skylights and former elevator roof extension, and disposal. The contractor will pay the landfill invoice directly.

Building Repair (As Necessary)

Due to potential wood deterioration, roof board spacing or leveling of the roof deck, the contractor shall include in their bid the unit cost to provide and install replacement materials on a square foot basis.

Replacement roofing shall consist of (15/32") OSB or equivalent structural sheathing to cover the damaged areas. The unit cost will include removal and replacement of all rotten and defective roof boards and/or sheathing with an equivalent code compliant material to provide a solid workable roof surface. Verify that the existing substrate or roof boards are securely fastened, if additional fasteners are needed, use a minimum 8d smooth or common nail, 6d deformed nail or a 14 gauge, 1-3/4" length - 7/16" OD Crown staple. All fasteners shall be corrosion resistant.

The area of the skylights and the elevator extension will not be considered building repair; the cost to frame those areas in will be included in the roof installation unit cost, and will not be included in the square foot cost for building repairs.

Payment for this item is on a square foot basis, using the identified unit cost on the bidders response form. For bidding purposes, a quantity of 500 square feet has been assumed. Actual payment will be based on the actual quantity.

The contractor and the owner / owner's representative must agree upon the amount of roof repair that is necessary BEFORE the work is completed.

New Roof Materials and Installation

Contractor is to provide and install an approved underlayment per the manufacturer's specifications, such as a mechanically fasten one half inch (1/2") fiberboard underlayment.

Contractor is to provide and install all new flashings, edgings and accessories for the installation of a new one-piece fully adhered membrane roof. Contractor shall also provide and install new roof boots at all circular penetrations through the roof as well as any risers and roof vent kits needed for any penetrations. The entire roof system is to be made weather tight in accordance with the material manufacturer's recommended method of application.

The contractor is to install a new weather resistant roof covering per these and the manufacturer's specifications. In the event of a discrepancy, the manufacturer's specifications will take precedence.

Contractor to supply and install (fully adhere) a new sixty (60) mill one piece rubber roof membrane and all incidental components and accessories associated with the complete installation of the roofing membrane in a manner consistent with the manufacturer's installation specifications. Roofing will be required on the estimated 400 square feet of the fourth floor elevator area roof that will be cut down to match the adjacent third floor area; 13,500 square feet of third floor building surface; and 10,600 square feet of the second floor roof.

All warranty and maintenance documentation/instructions are to be thoroughly explained to and left with the owner(s) upon completion of the project. The "Project Warranty Information" form (included) must be completed and returned at project completion.

Payment for this item is on a lump sum basis, using the identified locations to be resurfaced on the attached drawings. The contractor is responsible for measuring the actual square footage, the quantities provided in this document have been estimated, and it is the bidders' responsibility to verify the actual quantities and provide the appropriate quantity of materials needed to complete the work.

Gutter and Downspout Installation

Contractor is to provide and install perimeter gutters and downspouts as necessary to properly and efficiently drain water from the new roof. The gutters shall be 6 inch brown aluminum. An estimated 620 feet of gutter will be needed around the perimeter of the third story roof and 325 feet around the second story roof.

Downspout footage and spacing is approximated at 200 feet for bidding purposes, but it is up to the contractor to make a proper assessment of the placement of downspouts. It is anticipated water from the roofs will be discharged at grade to the adjacent building ground surface, preferably on the north and west sides of the building to avoid discharge of water on the sidewalks along Brooke Street and Forest Avenue.

Installation shall be per the manufacturer's specifications.

Payment for this item is on a lump sum basis.

General Guarantee

The contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which appears within the period of one (1) year from the date of final acceptance of all work required by the contractor. Any alterations to contractor supplied materials that would void any manufacturer's warranty must be approved in writing by the Rehabilitation Specialist, contractor, and property owner.

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

- A. Keep property adjacent to buildings clean and free from accumulation of rubbish. B. Do not store or permit removed materials and equipment to accumulate on site.
- B. Remove materials, equipment and debris resulting from the operations as it accumulates.

- C. If Contractor does not remove 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. No additional mobilization or other lump sum costs will be allowed. The Project Warranty Information Form shall be completed and returned to the City of Fond du Lac prior to final payment.

The contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which appears within the period of one (1) year from the date of final acceptance of all work required by the contractor. Any alterations to contractor supplied materials that would void any manufacturer's warranty must be approved in writing by the Rehabilitation Specialist, contractor, and property owner.

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 thirty (30) days of the date of award by the City.

Should the Contractor fail to complete the work within the time agreed upon in the contract or within such extra time as may have been allowed by the extensions, there shall be deducted from any moneys due or that may become due the Contractor the sum set forth in the following schedule for each and every calendar day, including Sundays and Holidays, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty by as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

The fixed, agreed and liquidated damages shall be assessed in accordance with the following schedule.

Original Contract Amount		Daily Charge	
From	To	Calendar Day	Working Day
\$0	\$50,000	\$100	\$250
\$50,000	\$100,000	\$150	\$275
\$100,000	\$300,000	\$200	\$425
\$300,000	\$500,000	\$325	\$675
\$500,000	\$1,000,000	\$475	\$1,200
\$1,000,000	--	\$550	\$1,300

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, qualified foremen and experienced labor to execute the work included in the Contract.

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

The City is discharged from any liability related to the asbestos hauling and disposal, and the disposal of debris.

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 roof project, 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 project 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. LIEN WAIVER AND INSURANCE

The Contractor shall protect, defend, and indemnify the owner from any claims for unpaid work, labor, or materials. Payment shall not be due until the contractor has delivered to the owner commuted release of all liens arising out of this contractor, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the owner indemnifying him against any lien, all to the satisfaction of the Redevelopment Division.

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:

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

21. 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 construction materials. Protection techniques shall be chosen from a resource such as, "*Wisconsin Department of Natural Resources Construction Site Handbook*".

22. PROTECTION OF NEARBY BUILDINGS

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

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

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

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
_____, 2014 for **Roof Removal and Replacement-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 _____, 2014, 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)

(SEAL)
(Individual Principal)

(Business Address)

(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 _____, 2014 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 “**ROOF REMOVAL AND REPLACEMENT-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

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

_____ Date: _____
DIRECTOR OF ADMINISTRATION

Approved as to form: _____ Date: _____
CITY ATTORNEY

BID BOND

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

_____ (Seal)

Bidder's Name and Corporate Seal

_____ (Seal)

Surety's name and Corporate 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.

**City of Fond du Lac
Product Warranty Sheet**

**Project: Roof Tear Off and Installation
Former Wells Manufacturing Two Story and Three Story Buildings
Approximately 25,000 SF of Flat Roof, 1000 feet Gutters / Downspouts
26 Brooke Street
Installation June / July 2014**

Roofing Supplier Name _____ Address _____
Telephone Number / Email _____
Manufacturer _____ Warranty Period _____
Product Install Date _____
Manufacturer Warranty Service Telephone Number _____
Name/Model # _____
Color (If Applicable) _____ Style/Type (If Applicable) _____
Other Information: _____

Gutters and Downspouts Supplier Name _____ Address _____
Telephone Number / Email _____
Manufacturer _____ Warranty Period _____
Product Install Date _____
Manufacturer Warranty Service Telephone Number _____
Name/Model # _____
Color (If Applicable) _____ Style/Type (If Applicable) _____
Other Information: _____

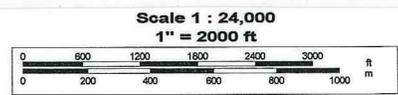
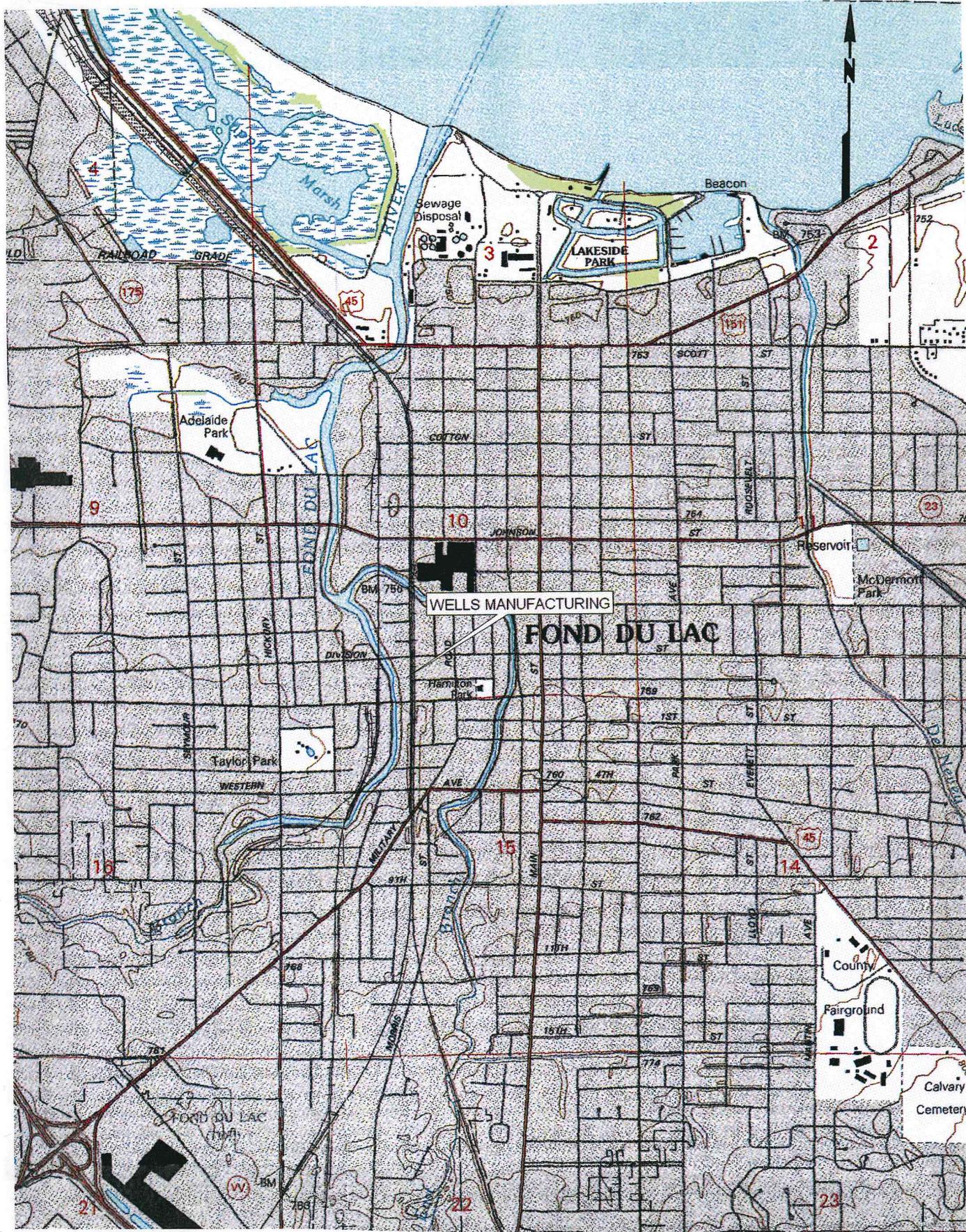
Contractor Warranty: The undersigned warrants the materials and installation to be free from defect. Deficiencies shall be repaired to the satisfaction of the City of Fond du Lac at no additional cost for a period of one year from the date of installation.

Installation Contractor Company _____

Contact Person Name / Signature _____ / _____

Address _____

Telephone Number / Email _____



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	

SOURCE: Fond du Lac 7.5 minute topographic quadrangle
1995



FORMER WELLS
MFG PROPERTY
2.6 Acres

Previously
Demolished

Three Story
w/ Skylights

Three Story

Two Story

FIGURE 2: AERIAL
PHOTOGRAPH SHOWING
ROOF REPLACEMENT AREAS

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 5/1/2014	
PROJECT:	
ROOF REMOVAL AND REPLACEMENT - FORMER WELLS MFG FOND DU LAC CITY, FOND DU LAC COUNTY, WI Determination No. 201401289 [Owner Project No. 2014-0509]	
PROJECT OWNER:	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	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.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;"> Web Site: http://dwd.wisconsin.gov/er/ </p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 5/1/2014

DETERMINATION NUMBER: 201401289

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

PROJECT NAME: ROOF REMOVAL AND REPLACEMENT - FORMER WELLS MFG
PROJECT NO: 2014-0509

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.48	18.65	49.13
102	Boilermaker Future Increase(s): Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on 01/01/2016	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.85	17.62	48.47
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter	30.48	15.90	46.38
106	Carpet Layer or Soft Floor Coverer	30.48	10.12	40.60
107	Cement Finisher	30.85	17.62	48.47
108	Drywall Taper or Finisher	30.48	15.90	46.38
109	Electrician Future Increase(s): Add \$.75/hr on 6/1/2014; Add \$.70/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.97	20.49	49.46
110	Elevator Constructor	42.86	23.84	66.70
111	Fence Erector	22.15	2.88	25.03
112	Fire Sprinkler Fitter	36.07	18.73	54.80
113	Glazier	28.09	14.48	42.57
114	Heat or Frost Insulator	33.68	20.89	54.57
115	Insulator (Batt or Blown)	15.00	9.50	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
116	Ironworker Future Increase(s): Add \$1.10/hr on 6/1/2014; Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.72	23.47	52.19
117	Lather	30.48	15.90	46.38
118	Line Constructor (Electrical)	38.25	16.28	54.53
119	Marble Finisher	26.89	19.25	46.14
120	Marble Mason	30.77	16.92	47.69
121	Metal Building Erector	21.05	9.78	30.83
122	Millwright	32.11	15.95	48.06
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	20.00	2.53	22.53
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.56	25.71	55.27
127	Pipeline Fuser or Welder (Gas or Utility)	30.79	19.74	50.53
129	Plasterer	30.85	17.62	48.47
130	Plumber	32.59	10.11	42.70
132	Refrigeration Mechanic	33.26	16.28	49.54
133	Roofer or Waterproofofer	21.60	8.52	30.12
134	Sheet Metal Worker Future Increase(s): Add \$1.21/hr on 6/1/2014; Add \$1.24/hr on 6/1/2015.	29.51	21.47	50.98
135	Steamfitter	33.26	16.28	49.54
137	Teledata Technician or Installer	24.75	10.76	35.51
138	Temperature Control Installer	32.59	16.57	49.16
139	Terrazzo Finisher	26.89	19.25	46.14
140	Terrazzo Mechanic	30.20	18.42	48.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	30.85	17.62	48.47
143	Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

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	33.82	17.37	51.19
203	Three or More Axle	23.31	15.33	38.64
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	23.31	15.33	38.64
207	Truck Mechanic	23.31	15.33	38.64

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 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender	23.48	14.61	38.09
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	15.00	5.37	20.37
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.86	13.63	33.49

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)	18.31	11.35	29.66
314	Railroad Track Laborer	23.46	13.88	37.34
315	Final Construction Clean-Up Worker	28.31	16.62	44.93

**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).	33.42	18.96	52.38
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).	32.89	18.96	51.85
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.	32.89	18.96	51.85
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	37.10	21.57	58.67
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	53.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	33.42	18.96	52.38

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.82	18.96	49.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	18.96	49.15
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	32.32	18.55	50.87
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

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

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.10	18.40	53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
111	Fence Erector	22.15	2.88	25.03
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	16.28	54.53
125	Pavement Marking Operator	16.00	8.64	24.64
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	32.59	16.10	48.69
137	Teledata Technician or Installer	24.75	10.76	35.51

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

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	30.00	15.00	45.00
203	Three or More Axle	16.00	8.64	24.64
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	8.64	24.64
207	Truck Mechanic	16.00	8.64	24.64

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	28.95	13.91	42.86
303	Landscaper	25.28	13.74	39.02
304	Flagperson or Traffic Control Person	24.70	13.39	38.09
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	11.35	29.66
314	Railroad Track Laborer	23.46	13.88	37.34

**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	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.</p> <p>Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	36.84	19.45	56.29
522	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & 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).</p> <p>Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	36.06	19.45	55.51
523	<p>Air Track, Rotary or Percussion Drilling Machine &/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).</p> <p>Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	35.11	19.45	54.56

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. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.69	18.46	48.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	30.77	16.92	47.69
105	Carpenter	32.93	19.91	52.84
107	Cement Finisher	16.00	18.90	34.90
109	Electrician	32.94	19.19	52.13
111	Fence Erector	22.15	2.88	25.03
116	Ironworker	28.23	22.97	51.20
118	Line Constructor (Electrical)	38.25	16.28	54.53
124	Painter	20.00	2.53	22.53
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	29.06	25.46	54.52
133	Rofer or Waterproofer	21.60	8.52	30.12
137	Teledata Technician or Installer	24.75	10.76	35.51
143	Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
203	Three or More Axle	20.20	12.76	32.96
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.20	12.76	32.96
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	20.20	12.76	32.96

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	28.07	13.90	41.97
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	24.70	13.39	38.09
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	11.35	29.66
314	Railroad Track Laborer	23.46	13.88	37.34

**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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	20.40	57.12
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.22	20.40	56.62

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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.72	20.40	56.12
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.46	20.40	55.86

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.	32.39	18.46	50.85
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

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

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.	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	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
552	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & 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.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.22	20.40	56.62
553	<p>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.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	35.17	20.05	55.22

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> \$
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 \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	35.17	20.05	55.22
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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

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

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

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

02/19/2014

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

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

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

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

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

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

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

POST THE WHITE SHEET

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

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

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

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

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

February 19, 2014

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

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violations</u>	<u>Limitations/ Deviations</u>
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Thull, Gerald T	See, JT Roofing, Inc					

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

PREVAILING WAGE – Contractors

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

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

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

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

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

List of Agents and Subcontractors

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

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

Request to Employ Subjourneyperson

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

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

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

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

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

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

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

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

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.
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 was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
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.
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.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 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.