HIGHWAY WORK PROPOSAL

Proposal Number:

Wisconsin Department of Transportation DT1502 10/2010 s.66.29(7) Wis. Stats.

Notice of Award Dated

COUNTY STATE PROJECT ID FEDERAL PROJECT ID PROJECT DESCRIPTION HIGHWAY

Kenosha 1030-31-71 NS Freeway, Rest Area 26 Safety Rest Area

Non-Highway

Safety Rest Area Improvements

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required, \$ 6,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: July 8, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
Twenty (20) working days	NOT FOR DIDDING FOR OULS
Assigned Disadvantaged Business Enterprise Goal 0 %	This contract is exempt from federal oversight.

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

collusion, or otherwise taken any action in restraint of free competitive bidding in co	, , , , , , , , , , , , , , , , , , , ,
Do not sign, notarize, or submit this Highway Work Proposal when s	submitting an electronic bid on the Internet.
Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal For Department U	se Only
Type of Work Removing old asphalt shingles and skylight and installing a new asphalt s	single roofing system.

Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

Effective with August 2007 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 - 1. Electronic bid on the internet.
 - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at http://www.bidx.com/ after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc. 5700 SW 34th Street, Suite 1235 Gainesville, FL 32608-5371

email: mailto:customer.support@bidx.com

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 - 1. Have a properly executed annual bid bond on file with the department.
 - 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:

- 1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
- 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
- 3. Submit the bid according to the requirements of Expedite[™] software and the Bid Express[™] web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
- 4. Submit the bid before the hour and date the Notice to Contractors designates.
- 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

B.2 On a Printout with Accompanying Diskette or CD ROM

- Ownload the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. Use Expedite http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. Use Expedite https://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. Is a supplied of items in the supplie
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 - The check code printed on the bottom of the printout of the Expedite[™] generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

- The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 - 1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
 - 2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
 - 3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number		Letting Date
Name of Principal			
Name of Surety		State in Which Surety is	Organized

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation within 10 business days of demand a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

PRINCIPAL

(Company Name) (Affix Corpora	te Seal)		
(Signature and Title)			
(Company Name)	_		
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	R PRINCIPAL	NOTARY FO	R SURETY
(Da	ate)	(Dat	e)
State of Wisconsin)	State of Wisconsin)
) ss. _ County)) ss. County)
On the above date, this instrument vnamed person(s).	vas acknowledged before me by the	On the above date, this instrument wanted person(s).	as acknowledged before me by the
(Signature, Notary Pub	lic, State of Wisconsin)	(Signature, Notary Publi	c, State of Wisconsin)
(Print or Type Name, Notary	Public, State of Wisconsin)	(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Commi	ssion Expires)	(Date Commiss	sion Expires)

Notary Seal Notary Seal

IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to the bid bond.

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, extend or alter the coverage of the annual bid bond.
Cancellation:	Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

March 2010

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_
			_

DECEMBER 2000

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
- 4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
- 7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 "Required Contract Provisions Federal Aid Construction Contracts," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1030-31-71, NS Freeway, Rest Area 26, Safety Rest Area Improvements, Kenosha County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20130615)

2. Scope of Work.

The work under this contract shall consist of removing the old shingle roofing system and permanently removing the sky light and replacing them with an asphalt shingle roof system on the main building at Rest Area 26, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

3. Waiving Bidder Prequalification.

Bidder prequalification is not required; however, prior to awarding a contract, the department may require the bidder to produce financial documentation similar to the prequalification statement (DT1621) and evidence that they have a history of performing work of a similar character in a satisfactory manner.

4. Prosecution and Progress.

Begin work within ten calendar days after the engineer issues a written notice to do so.

Rest Area 26 shall remain open to the public during the summer travel season. Roof replacement work may not begin until Wednesday, September 4, 2014.

Provide the time frame for construction of the project within the 2014 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

5. Public Access.

A Description

This special provision describes traffic control, equipment staging and materials storage. The rest area building shall remain open to public access during construction. The contractor shall provide barricades or other devices to limit access in public areas as the removal and replacement progresses to protect the public from falling debris. The contractor must provide at least one public access point for both the car lot and for the truck lot at all times.

Locate construction vehicles, trailers, dumpsters, stockpiles and equipment in a manner that minimizes obstruction to the general public's use of the facility, and remove debris from lawn areas as construction proceeds.

6. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

The project is not anticipated to impact utilities. Use caution to ensure the integrity of any overhead and underground utility.

7. Rest Area 26 Removing Skylight, Item SPV.0105.01.

A Description

This work includes removing and disposing of the existing skylight and covering the remaining hole with new structural tongue and groove solid timber roof decking and nail base insulation on the main building at Rest Area 26, and all incidental items necessary to complete the work in accordance to the plans and General Requirements for Building Construction and Technical Specifications shown in these specifications.

B Materials

Furnish roofing materials that is according to the pertinent requirements of the General Requirements for Building Construction and Technical Specifications article.

C Construction

Install roofing materials according to the pertinent requirements of the General Requirements for Building Construction and Technical Specifications article.

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D Measurement

The department will measure Rest Area 26 Removing Skylight as a single lump sum unit of work for removing skylight, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0105.01Rest Area 26 Removing SkylightLS

Payment for Rest Area 26 Removing Skylight is full compensation for providing removal, disposal, transporting, furnishing and installing all materials, including new structural wood decking with a polyurethane finish, nail base insulation, and hardware, and for supplying all labor, tools, equipment, and incidentals necessary to complete the work.

8. Rest Area 26 Asphalt Shingle Roof Replacement, Item SPV.0105.02.

A Description

This special provision describes tearing off existing shingles, drip edge and roofing felt; replacing deteriorated sheathing, replacing gutters, cladding fascia/soffits, disposal; and furnishing and installing new shingles and associated roofing materials on the main building at Rest Area 26, as shown in the plans and these specifications.

B Materials

Submit product data and installation instructions for each major roofing product. Include manufacturer's certification or other data to substantiate compliance with these specifications.

Submit actual samples of roof finish and exposed metal components; samples will be reviewed for color and texture only.

Provide materials and roofing systems that have been tested, listed, and labeled by UL for "Class A" rating.

B.1 Shingles

Fiberglass roof shingles with ceramic mineral granule surface, ASTM D3018, Type I, D3462, 12" x 36", min. 300#/square, 4 bundles per square, self-sealing; architectural, CertainTeed "Presidential Solaris", Manville Roofing Systems; Georgia-Pacific; GAF; or approved equal. 30-year minimum warranty. Provide manufacturer's warranty.

Color to be equal to CertainTeed "Burnt Sienna."

B.2 Nails

Large head, hot-dip zinc coated steel or aluminum roofing nails as recommended by shingle manufacturer; length shall be sufficient to penetrate deck min, ½-inch.

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B.3 Moisture Barrier

Forty mil polymer-modified asphalt membrane bonded to polyethylene sheeting; Grace/Ice and Water Shield, Owens-Corning/Deck-Dri, or approved equal. Install in minimum widths and locations indicated on the drawings.

B.4 Asphalt Saturated Felt

ASTM D226, 30# type.

B.5 Metal Roof Edge

Unpainted aluminum or galvanized metal roof edge to support butt end of first row of shingles and to provide drip at roof perimeter. Roof edge shall be non-corrosive.

B.6 Gutters and Downspouts

Gutters, coil stock and downspouts shall be seamless aluminum; 0.032 inches in thickness. Gutters shall be of 8K style and size. Downspouts shall be of appropriate size to accommodate the 8K gutter capacity. Hangars shall be K style to properly secure the gutters. Gutters, downspouts and coil stock shall be of brown or dark bronze in color.

B.7 Valley Flashing

Prefinished galvanized metal flashing shall be provided in all valleys in accordance to requirements on the Roof Replacement Plan drawing.

B.8 Fascia Cladding

Fascia cladding shall be custom formed from prefinished galvanized metal coil stock as indicated on the Roof Replacement Plan drawing.

C Construction

C.1 Tear-off

Roofing materials have been tested for asbestos-containing materials (ACM). No detectable ACM was found in the existing roofing materials.

Existing timber deck, plywood sheathing and fascia shall be thoroughly examined for deterioration. Plywood sheathing with duct holes and deteriorated plywood sheathing shall be removed and replaced.

After removal, a magnet shall be used to locate and remove loose nails and metal pieces on the ground. All waste materials shall be properly disposed of off-site.

C.2 Installation

Deliver materials in original unopened factory packaging. Store materials in dry area and protect from water and direct sunlight. Replace broken or damaged materials. Follow manufacturer's instructions.

Examine substrates and notify in writing of defects. Do not install shingles until defects are corrected. Install new flashings. Install ridge vents as needed according to manufacturer recommendations.

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Install metal roof edge along eaves with moisture barrier on top. Along rakes, install moisture barrier first with metal edge on top.

Install moisture barrier in accordance to manufacturer's instructions, with primer if required. Provide moisture barrier minimum 68-inches from eaves up the slope to a line not less than 24-inch inside of exterior wall. Provide minimum 68-inch wide moisture barrier centered at valleys, minimum 36-inches wide centered at ridges and 36" minimum along rake edges. Provide moisture barrier minimum 24-inches wide and minimum 8-inches high at junctions with higher walls with top of moisture barrier protected by metal step and counter flashing. Balance of roof shall receive single layer of underlayment felt lapping each course 2-inches minimum to shed water downslope. Apply felt horizontally over wood roof structure. Install valley flashing over moisture barrier, in accordance to notes on the Roof Replacement Plan drawing.

Install shingles in accordance to manufacturer's printed instructions using nails. Stapling of shingles will not be allowed.

Size, form and cut coil stock to cover exposed fascia. Install and secure coil stock per manufacturers' guidelines and accepted industry standards. Install 8K gutters and downspouts per manufacturers' guidelines and accepted industry standards. Hardware to secure downspouts shall be as recommended by manufacturer and color matched where visible. All securing screws, nails, etc. shall be stainless steel where hidden from view and galvanized steel or as suggested by gutter manufacturer and match painted in visible areas.

C.3 Warranty

Provide manufacturer materials warranty information to engineer.

D Measurement

The department will measure Rest Area 26 Asphalt Shingle Roof Replacement as a single complete lump sum unit of work for roof replacement, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0105.02Rest Area 26 Asphalt Shingle Roof ReplacementLS

Payment is full compensation for tearing off existing shingles, drip edge, roofing felt; and sheathing; disposal; disposal fees; fees for permits; and for furnishing and installing new shingles, sheathing, drip edge, and moisture barrier and roofing felt, fascia, soffits.

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9. 5/8-Inch Plywood Decking, Item SPV.0165.01.

A Description

This special provision describes the work for removing rotted and failed areas of existing plywood decking and replacing it with new plywood decking, and all incidental items necessary to complete the work in accordance to the plans and General Requirements for Building Construction and Technical Specifications article.

B Materials

Furnish plywood that is according to the pertinent requirements of the General Requirements for Building Construction and Technical Specifications article.

C Construction

The area of plywood decking replacement necessary is unknown and will be determined during the tear off of the existing roof. Identify potential areas of plywood decking to be replaced and verify the locations with the engineer prior to removal. The square foot area of plywood decking replacement required is estimated to be approximately 640 square feet. Be aware that the actual square footage required may be significantly less than or greater than the estimated quantity.

D Measurement

The department will measure 5/8-Inch Plywood Decking by the square foot acceptably completed. The measured area equals the sum of the completed areas, measured on the plane of the surface. The department will not measure cut-offs.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0165.015/8-Inch Plywood DeckingSF

Payment is full compensation for 5/8-Inch Plywood Decking is full compensation for removal and disposal, providing, transporting, furnishing and installing, all installation materials including nails, screws, adhesives, and for supplying all labor, tools, equipment, and incidentals necessary to complete the work.

10. General Requirements for Building Construction and Technical Specifications.

DIVISION 1 - GENERAL REQUIREMENTS

Section 010000 – Summary of Work

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PART 1 GENERAL

1.01 Summary

- A. Work Included in this package includes the following as further described in the attached drawings and specifications:
 - 1. Remove and replace existing shingle roof system.
 - 2. Remove and replace gutter and downspout system.
 - 3. Re-clad roof edge fascia.
 - 4. Remove skylights and infill roof opening to match existing construction.
- B. Work Not Included in this package:
 - 1. New Family Assisted Rest Room work covered in other work-orders/packages.

1.02. General Requirements

- A. Terms and Conditions of the Form of Agreement with Wisconsin Department of Transportation apply to the work.
- B. Any file data or drawings of the existing facilities provided are for general reference only. Accuracy or completeness of file data/drawings is not guaranteed.
- C. Contractor shall visit existing site/facility and review all documents provided to verify and take into account actual field conditions as may be pertinent to the work prior to submitting a proposal. Coordinate all site visits with the WIDOT representative.
- D. The contractor shall field-check all pertinent dimensions and will be responsible for the correct fit of all components.
- E. Any conflicts or discrepancies in the contract documents shall be brought to the architect/engineer's attention for his assessment and determination which shall be final.
- F. Work includes all labor, materials, equipment, services, fees, and any and all incidental work necessary to properly and completely perform the work and provide (furnish and install) complete systems, ready for use, meeting the given parameters.
- G. Contractor shall perform all layouts necessary from appropriate reference points.
- H. Coordinate sequencing of all work with the Owner and the work of other contractors who may be working concurrently on site. Coordinate each trade to receive and accommodate the work of other trades.
- I. Coordinate work in or near existing facilities with the owner and perform portions of the work after facility operating hours as necessary to allow continued use of the facility by the public and the owner, with a minimum of interruptions.

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- J. Comply with owner requirements and protocols to maintain security of facilities and safety of the owner's employees and the public.
- K. Provide all barriers necessary for public safety and for security of the contractor's work and the owner's property throughout the work.
- L. Provide temporary controls and barriers to protect adjacent spaces and occupants from dust, odors, welding flash, and noise.
- M. Provide temporary measures as necessary to effectively control dust, debris, pollution and erosion and comply with applicable requirements of governing agencies.
- N. Provide temporary services of lights, electrical power and water if/as needed to complete the work. Extend from existing building utilities or arrange for temporary service as needed. Do not exceed ratings of existing systems. Any temporary service installation/removal costs shall be paid by the contractor. Any energy cost for heating temporary enclosures shall be paid by the contractor. Energy costs for non-heat related power and lighting will be paid by the owner.
- O. Existing Rest Area sanitary facilities may be used by contractor personnel.
- P. Provide temporary heat and/or cooling if/as needed to properly construct the work, using methods and equipment that will not adversely affect the finished installation. Provide temporary heat and/or cooling if/as necessary to maintain temperature of occupied spaces of existing buildings during temporary shutdowns of building HVAC equipment.
- Q. Provide temporary portable fire extinguishers suitable for all possible classes and types of fire, in number and locations appropriate to the work, including in the immediate vicinity of welding operations.
- R. Do not bring materials to site until needed for progress of the work. Coordinate location and limits of temporary staging areas with owner. Owner assumes no responsibility for materials stored on or off site.
- S. Contractors shall obtain all permits necessary for construction of their work and shall pay all related fees.
- T. Completely restore or replace any existing materials or finishes damaged while performing the work to match adjacent materials and finishes, to the owner's satisfaction.

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- U. All joints and penetrations in building construction shall be sealed weather-tight and insect-proof with approved materials. All joints and penetrations in fire-rated construction shall be fire-safe to the appropriate rating with approved systems.
- V. All products and materials shall be used, applied and installed in strict accordance with manufacturer's recommendations and installed with top quality workmanship by properly trained experienced tradesmen. All work shall meet pertinent industry codes and standards.
- W. Contractor is responsible to employ whatever quality control/quality assurance measures may be necessary to ensure compliance with the contract documents, whether called for or not. Contractor shall hire a qualified independent testing agency to perform and provide test results for any specific field testing required by the contract documents.
- X. Provide approved products and materials as specified. Submit confirming data for review and records as noted here and in other sections. Do not submit unapproved substitutions. Provide minimum of 4 sets/copies unless otherwise directed. Review will only be for information and general conformance with the design concept and contract documents. Contractor shall remain fully responsible for compliance of products and materials, correctness of quantities and dimensions, fit-up, installation requirements and coordination needed to meet all detailed requirements of the contract. Any and all proposed deviations from the contract requirements shall be fully highlighted and detailed in a written notice accompanying the actual submittal. All such proposed deviations will be subject to Architect's approval.
- Y. Proposed substitutions for specified or "basis-of-design" products will only be considered in advance of formal submittals, at Architect's sole discretion, and only if accompanied by a sufficiently detailed feature and performance comparison to the specified product for complete evaluation.
- Z. Where not specifically pre-selected, architect will select color, pattern and texture of each product from manufacturer's full range of options, including both standard and premium items.
- AA. Inspect all substrates prior to proceeding with subsequent work. Proceeding with work will imply contractor's acceptance of conditions.
- BB. Alert owner to the presence of potentially hazardous materials or contaminants.
- CC. Remove and replace all work that is defective or does not meet specified requirements.

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- DD. Clean up work debris daily. Provide temporary waste containers appropriate for all construction debris, in location approved by owner. Provide tarps to capture and contain nails and debris and to exclude debris from lawns and landscaping. Perform thorough magnetic nail sweeps immediately after removal of existing materials as applicable to the work.
- EE. Dispose of all removed and unused material and debris off-site in compliance with governing rules and agencies.
- FF. At completion of project, thoroughly clean, sweep, wash, polish, and vacuum all work as necessary to remove foreign matter, splatter, spots and soil and put all work and equipment in a complete and finished condition ready for use.
- GG. Keep a current set of project record documents at the jobsite marked with as-built conditions that vary from the original documents, and showing locations and vertical positions (e.g.: inverts) of underground and other concealed work and utilities with dimensions from permanent reference points. Submit record documents at project completion.
- HH. Start up, clean, test, adjust, train owner personnel, and provide the owner with test results; use, care, operating and maintenance data; spare materials/parts lists; wiring diagrams and warranties for all systems provided. Provide minimum three bound copies of written data. Deliver spare parts and extra materials as specified.
- II. All materials and workmanship shall be guaranteed for a period of not less than one year from the date of acceptance of the entire project by the owner. Provide other warranties as noted in specifications.

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DIVISION 6 – WOOD, PLASTICS and COMPOSITES

Section 061000 Rough Carpentry

PART 1 GENERAL

1.01 Summary

- A. Provide rough carpentry work as shown and as specified.
- B. Comply with applicable provisions of Summary of Work and General Requirements.

1.02 Abbreviations

ALSC - American Lumber Standards Committee.

APA - The Engineered Wood Association.

AWPA - American Wood Preservers Association.

SPIB - Southern Pine Inspection Bureau.

WCLIB - West Coast Lumber Inspection Bureau.

WWPA - Western Wood Products Association.

1.03 Quality Assurance

A. Wood products shall be factory-marked to identify type, grade, inspection agency, producing mill and other qualities as specified.

1.04 Coordination

- A. Obtain measurements and verify dimensions shown and shop drawing details before proceeding with carpentry work, wherever possible. Correlate location of furring, nailers, blocking, grounds and similar supports so that attached work will comply with design requirements. Fit carpentry work to other work. Scribe and cope as required for accurate fit.
- B. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by carpentry work and to comply with protection and storage requirements.
- C. Materials and installation requirements for other work, commonly assigned to carpentry trade, are specified in other sections of these specifications. Contractor is responsible for assignment of such other work to proper trade.

1.05 Delivery, Storage and Handling

A. Keep carpentry materials dry during delivery. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces. Protect exposed materials against weather. Do not store dressed or treated lumber or plywood outdoors. Replace damaged materials.

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PART 2 PRODUCTS

2.01 Lumber

- A. Lumber shall comply with U.S. Product Standard PS-20 for American Softwood Lumber, U.S. Dept. of Commerce, and with rules of applicable manufacturer's association or authorized inspection bureau under which each species of lumber is produced.
- B. Nominal sizes shown and specified refer to undressed lumber dimensions. Dress lumber four sides (S4S), unless otherwise shown or specified, and work to shapes and patterns shown. Detailed dimensions show actual sizes required.
- C. Load bearing members: Unless otherwise indicated, provide No. 2 or better Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLIB), or Southern Pine (SPIB) meeting the following flexural design values (in psi):
 - 1. Joists, rafters, and headers: not less than 1200 Fb.
 - 2. Timber roof decking: Tongue and groove, width and thickness to match existing, with strength rating per manufacturer for actual spans with self dead load, 10 psf superimposed dead load and 30psf superimposed snow load.
- D. Non-load bearing members: "No. 2" grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLIB), or Southern Pine (SPIB).
- E. Wood for support or attachment of other work such as cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members: "Standard" grade light framing or "No. 2 Common" grade boards of any WWPA, WCLIB, or SPIB species.
- F. Maintain 19% maximum moisture content for all pieces of construction lumber. Mark lumber "DRY."

2.02 Plywood

- A. Plywood shall comply with U. S. Product Standard PS-1 for Construction and Industrial Plywood, U.S. Dept. of Commerce, except as otherwise specified.
- B. Plywood for interior exposure shall be interior-type plywood, APA Grade A-D or better. MDO where noted.
- C. Plywood sheathing on exterior of building shall comply with U.S. Product Standard PS-2, and shall be Exterior-type plywood; APA Rated Grade C-C plugged sheathing in thickness as follows:
 - 1. Roof sheathing: 5/8", or as necessary to match existing, 40/20 span rating.
 - 2. Building walls: ½" or as necessary to match existing, 24/16 span rating.

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2.03 Wood Preservative Treatment

- A. Lumber and plywood designated as "Treated" shall comply with the applicable requirements of AWPA C2 (lumber) and C9 (plywood) and shall bear quality mark of an inspection agency approved by ALSC's Board of Review.
- B. Pressure treat the following items with waterborne preservatives for above ground use to a minimum retention of 0.25 lb./cu. ft.
 - 1. Wood cants, nailers, blocking, stripping, and members in connection with roofing, flashing, concrete, masonry, vapor barriers, and waterproofing.
- C. If wood is cut after treatment, coat cut surfaces with heavy brush coat of same preservative used for treatment in accordance to AWPA M4.

2.04 Rough Hardware

- A. Provide nails, fasteners, anchors, etc., as designated and as required for proper assembly and erection. Rough hardware shall be of size to rigidly secure members in place.
- B. Where rough carpentry wood is exposed to weather, in ground contact, or in areas of high humidity, provide hot-dip galvanized hardware (ASTM A153).
- C. Provide stainless steel fasteners and hardware where in contract with preservative-treated wood.

2.05 Framing Connectors and Anchors

A. Provide anchors as described on Drawings complete with manufacturer's fasteners.

2.06 Building Felt

- A. 15 lb. asphalt saturated roofing felt.
- B. See other sections for roofing underlayment.

PART 3 EXECUTION

3.01 Workmanship

A. Carpentry work shall be performed by skilled carpenters. Framing lumber shall be installed level, true and plumb. Notches, cuts, holes, and other fabrication shall be made clean, even and true. Carpenter shall inspect framing lumber before installation; lumber with defects that impair quality or safety shall be rejected.

3.02 Installation, General

A. Use sound, thoroughly seasoned, well-manufactured materials of longest practical lengths and sizes to minimize jointing.

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- B. Use materials free from warp which cannot be easily corrected by anchoring and attachment. Discard warped material and material with defects which impair the quality of the work.
- C. Securely attach carpentry work to substrates by anchoring and fastening as shown or scheduled on drawings. If not indicated provide minimum fasteners required by Building Code and applicable industry standards. Provide washers under bolt heads and nuts in contact with wood. Nail plywood to comply with the recommendations of APA. Countersink nail heads on exposed carpentry work and fill holes. Use stainless steel connectors and fasteners where in contact with preservative treated wood, and elsewhere if noted.
- D. Set carpentry work accurately to required levels and lines with members plumb and true and accurately cut and fitted. Shim with metal or slate for full-bearing on concrete or masonry substrates.
- E. Furnish and erect blocking and nailers for installation of other equipment that may be required to properly complete the work. Provide framing around items recessed into walls. Cooperate and coordinate with others of their needs for blocking, nailers, and furring.
- F. Install framing connectors in strict conformance to manufacturer's instructions, using fasteners specified or provided by manufacturer. Provide uplift connectors at both ends of all roof members.
- G. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.
- H. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- I. Frame openings with two or more studs at each jamb; support headers on cripple studs.

3.03 Installation of Sheathing

- A. Roof Sheathing: Secure panels perpendicular to framing members, with ends staggered and sheet ends over firm bearing.
 - 1. Two-span condition, minimum, with long/strength axis perpendicular to supports.
 - 2. Provide solid edge blocking between panels
 - 3. Provide solid edge blocking at perimeter edges

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- 4. Nail panels to framing; staples are not permitted.
 - a. Nail sheathing as follows with 10d common nails:
 - 1) 4 in. on center at panel edges, diaphragm edges, and blocking.
 - 2) 12 in. on center at intermediate supports/field of panel.
- 5. Provide 1/8" spacing between panels at edge and end joints.

3.05 Tolerances

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.06 Cleaning

- A. Waste Disposal: Comply with the requirements of Section 01732.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the mechanical or drainage systems.

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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 074113 – Asphalt Shingle Roofing System

PART 1 GENERAL

See Article 8 and the drawings.

PART 2 PRODUCTS

See Article 8 and the drawings.

PART 3 EXECUTION

See Article 8, and the drawings.

Section 076200 Flashing and Sheet Metal

PART 1 GENERAL

1.01 Summary

A. Provide flashing and sheet metal work as specified and necessary for actual conditions.

1.02 Codes and Standards

A. Except as otherwise shown or specified, comply with applicable recommendations and details of SMACNA "Architectural Sheet Metal Manual".

1.03 Submittals

A. Submit details of flashing, joints, attachments, connections to adjoining work, protrusions, and penetrations.

PART 2 PRODUCTS

2.01 Prefinished Metal

- A. Preformed 24 gauge galvanized steel sheet, commercial quality, ASTM A653, coating designation G90, extra smooth, primed and finished one side with 1.0 + 0.1 mil dry thickness fluoropolymer coating and on reverse side with 0.3 0.4 mil dry thickness white wash coat. Provide strippable plastic film on fluoropolymer coated side.
- B. Provide one of the following or approved equal:

Berridge Mfg - Kynar 500

Copper Sales - Una-Clad

Foremost Mfg. - Kynar 500

Petersen Aluminum - Pac-Clad

Vincent Metals - ColorKlad

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- C. Material shall be warranted against fading, chalking, and loss of film integrity for 20 years, non-prorated.
- D. Color to match roofing unless otherwise noted or directed.

2.03 Caulking

A. See Section 079200.

2.04 Fasteners

A. Use stainless steel or aluminum pop rivets, sheet metal screws, or other compatible fasteners. Screws located in horizontal flashing pieces shall have a neoprene washer. Fasteners exposed to view shall match flashing.

2.05 Fabrication

- A. Fabricate metal flashings for roof penetrations, and as necessary for actual conditions. Except as otherwise shown or specified, comply with recommendations and instructions of manufacturer of sheet metal to be installed. Provide matching cover plates, fasteners, and keepers.
- B. Separate dissimilar metals by painting each metal surface in contact area with a heavy application of bituminous coating, or by other permanent separation as recommended by manufacturer.

PART 3 EXECUTION

3.01 Installation - Fabricated Sheet Metal

- A. Install sheet metal work, flashings and appurtenances with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves and avoidable tool marks, considering the temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of solder, welds and sealant. Except as otherwise shown, fold back sheet metal to form a concealed hem on exposed edges.
- B. Conceal fasteners and expansion provisions wherever possible in exposed work, and locate to minimize possibility of leakage. Cover and seal work as required for a tight installation.
- C. Insert flashings into reglets and similar retainers and provide mechanical anchorage as shown or, if not shown, as recommended by manufacturer of flashing and reglet devices.
- D. Materials which are to be built-in to work of other trades shall be delivered to site in time to avoid delay in construction progress.

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E. Install products with proper allowance for expansion and contraction of materials, so as to prevent electrolysis between dissimilar metals, and so as to provide a watertight construction.

3.02 Joints

- A. Provide for thermal expansion of items exposed for more than 15'0" continuous length. Maintain a watertight installation at expansion seams. Locate expansion seams as shown or, if not shown, at 10'0" intervals and 2'0" each side of corners and intersections.
- B. Where sealant-filled expansion joints are used, embed hooked flanges of joint members not less than 1" into sealant. Form joints to completely conceal sealant. When ambient temperature is 40-70 deg. F., set joint members for 50% movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant type joints at temperatures below 40 deg. F.

3.03 Cleaning

A. Upon completion, thoroughly clean exposed sheet metal by methods recommended by manufacturer.

Section 079200 Joint Sealants

PART 1 GENERAL

1.01 Summary

A. Provide joint sealers as required for a weather-tight installation.

1.02 Submittals

- A. Submit manufacturer's product data, recommendations and installation instructions for each type of sealant, caulking compound and associated materials. Include manufacturer's published data, letter of certification or certified test laboratory report that each material complies with requirements and is intended for applications shown.
- B. Furnish colors to match adjacent surfaces.

1.03 Quality Assurance

A. Employ only skilled, experienced tradesmen for sealant application.

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PART 2 PRODUCTS

2.01 General Building Sealants

- A. Interior: Acrylic terpolymer, solvent-based, one part, thermo-plastic sealant compound, solids not less than 95% acrylic; complying with ASTM C920, Type S, Grade NS; recommended by manufacturer for general use as an exposed building construction sealant. Furnish Tremco Mono 555, Pecora 60 Unicrylic, DAP Acrylic, or approved equal.
- B. Exterior: Urethane, one-part, air curing, elastomeric sealant, complying with ASTM C920, Type S, Grade NS, Class 25; Tremco Dymonic, Pecora Dynatrol I, Sika Sikaflex 1a, Sonoborn Sonolastic NP1, or approved equal. Colors to be selected from manufacturer's standard colors for various substrates and matched to adjacent surfaces, as approved by A/E.

2.02 Joint Cleaner

A. Provide type of joint cleaner recommended by sealant manufacturer for the particular joint sealant.

2.03 Joint Primer/Sealer

A. Provide type of joint primer/sealer recommended by sealant manufacturer for the particular joint sealants and substrates.

2.04 Bond Breaker Tape

A. Polyethylene tape or other plastic tape, as recommended by sealant manufacturer, to be applied to sealant contact surfaces where bond to substrate or joint filler must be avoided for performance of sealant. Provide self-adhesive tape where applicable.

2.05 Sealant Backer Rod

A. Compressible closed-cell rod stock of polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent durable non-absorptive material recommended by sealant manufacturer. Provide size and shape of rod which will control joint depth for sealant placement, break bond of sealant and form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize sealant extrusion when joint is compressed.

PART 3 EXECUTION

3.01 Installation, General

A. Provide sealing and caulking to produce weather-tight conditions throughout. Caulk around all exterior and interior masonry openings; seal construction joints as shown, and caulk elsewhere as noted or required to exclude water from between adjacent materials and provide finished appearance. Joints shall be caulked before painting adjacent work.

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B. Examine joint surfaces, backing and anchorage of units forming sealant rabbet, and conditions under which sealant work is to be performed; notify of conditions detrimental to proper and timely completion of work and performance of sealants. Do not proceed until unsatisfactory conditions are corrected.

3.02 Weather and Site Conditions

A. Do not proceed with installation of sealants when wind-borne dirt or adverse weather conditions are anticipated, nor when temperatures are outside manufacturer's recommended limitations. Proceed only when conditions are favorable for proper cure and development of bond strength. Wherever joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in the lower third of manufacturer's recommended installation temperature range, so that sealant will not be subjected to excessive elongation and bond stress at subsequent low temperatures.

3.03 Joint Surface Preparation

- A. Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant or caulking compound.
- B. Masonry and wood shall be sound and dry. Cure concrete a minimum of 28 days. Etch concrete and masonry joint surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.

3.04 Installation

- A. Comply with sealant manufacturer's instructions except where more stringent requirements are shown or specified. Prime or seal joint surfaces as recommended by sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
- B. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or as recommended by sealant manufacturer.
- C. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Horizontal joints between a horizontal surface and a vertical surface shall be filled to form a slight cove, so that joint will not trap moisture and dirt.
- D. Install sealants to depths as shown, or if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at the center (thin) section of bead.

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- 1. For normal moving joints sealed with elastomeric sealants, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
- 2. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in the range of 75% to 125% of joint width.
- 3. For sidewalks, pavements, floor expansion joints and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/6" deep nor less than 3/8" deep.
- E. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels. Use masking tape or other devices to prevent staining of adjoining surfaces, by either the primer/sealer or the sealant/caulking compound.
- F. Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage, without damage to the adjoining surfaces or finishes.

3.05 Curing

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Protect sealants and caulking compounds during curing and throughout construction period to prevent dirt pick-up, deterioration or damage (other than normal wear and weathering).

3.06 Post Construction Inspection

A. Coordinate with the owner to return to the project 11-12 months after substantial completion of this work to inspect for and replace any failed or failing joint sealants. Provide report of inspection results and repairs made.

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APPENDIX A – REFERENCE DRAWINGS

1.01 Reference Drawings

- A. The attached file drawings from original construction of the building are provided for general reference purposes only, to provide an overview of the building arrangement relative to the scope of the work.
- B. These drawings may or may not fully reflect actual existing conditions.
 - 1. Contractor shall visit site to field verify any and all dimensions, quantities and conditions as may be pertinent to the work scope prior to submitting a proposal.
 - 2. Contractor shall confirm existing conditions as appropriate prior to ordering or fabricating materials.
 - 3. No consideration will be given for additional work due to the contractor's reliance on this data in lieu of his own field investigations.
- C. A full set of the file drawings is available on request.

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ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the 2014 edition of the standard specifications:

101.3 Definitions

Replace the definition of semi-final estimate with the following effective with the December 2013 letting:

Semi-final estimate An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

105.11.1 Partial Acceptance

Replace paragraph two with the following effective with the December 2013 letting:

(2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.

105.11.2 Final Acceptance

Retitle and replace the entire text with the following effective with the December 2013 letting:

105.11.2 Project Acceptance

105.11.2.1 Inspection

105.11.2.1.1 General

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
 - 1. Unacceptable or not complete.
 - 2. Substantially complete.
 - 3. Complete.

105.11.2.1.2 Unacceptable or Not Complete

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 - 1. All lanes of traffic are open on a finished surface.
 - 2. All signage and traffic control devices are in place and operating.
 - 3. All drainage, erosion control, excavation, and embankments are completed.
 - 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 - 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 - Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

(1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

105.11.2.2 Conditional Final Acceptance

(1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

105.11.2.3 Final Acceptance

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

105.13.3 Submission of Claim

Replace paragraph one with the following effective with the December 2013 letting:

(1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

107.17.3 Railroad Insurance Requirements

Replace paragraph one with the following effective with the December 2013 letting:

(1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

Replace paragraph one with the following effective with the December 2013 letting:

(1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

	TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED ^[1]
1.	Commercial general liability insurance endorsed to include blanket contractual liability coverage. [2]	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2.	Workers' compensation.	Statutory limits
3.	Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4.	Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. ^[2]	\$1 million-combined single limits per occurrence.

The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

^[2] The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

108.14 Terminating the Contractor's Responsibility

Replace paragraph one with the following effective with the December 2013 letting:

(1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.

109.2 Scope of Payment

Replace paragraph two with the following effective with the December 2013 letting:

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
 - 1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 - 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 - 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 - 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 - 5. All infringements of patents, trademarks, or copyrights.
 - 6. All other expenses incurred to complete and protect the work under the contract.

109.6.1 General

Replace paragraphs three and four with the following effective with the December 2013 letting:

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
 - 1. Protecting, repairing, correcting, or renewing the work.
 - 2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
- (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.

109.7 Acceptance and Final Payment

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

450.3.3 Maintaining the Work

Replace paragraph one with the following effective with the December 2013 letting:

(1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

455.3.2.5 Maintaining Tack Coat

Replace paragraph one with the following effective with the December 2013 letting:

(1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 400.4	400DE04TE		DANIOE AND VALA DECLUDERAENTO	
TABLE 460-1	$\Delta(i(iRF(i\Delta)F)$	GRADATION MASTER	RANGE AND VMA REQUIREMENTS	

		PERCENTS PASSING DESIGNATED SIEVES						
SIEVE		NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm	
50.0-mm	100							
37.5-mm	90 –100	100						
25.0-mm	90 max	90 -100	100					
19.0-mm		90 max	90 -100	100		100		
12.5-mm			90 max	90 -100	100	90 - 97	100	
9.5-mm				90 max	90 -100	58 - 72	90 - 100	
4.75-mm					90 max	25 - 35	35 - 45	
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28	
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0	
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0	

^{[1] 14.5} for E-3 mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

^{[2] 15.5} for E-3 mixes.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 ⁶ (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 /	65 /	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	70 - 80			
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)							0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

 $^{^{[3]}}$ For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

 $^{^{[5]}}$ For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent ^[1]	- 0.5	- 0.2

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
 - Exceed specified JMF tolerance limits.
 - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

520.3.8 Protection After Laying

Delete the entire subsection.

614.2.1 General

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

⁽²⁾ Warning bands are defined as the area between the JMF limits and the warning limits.

614.2.3 Steel Rail and Fittings

Replace paragraph one with the following effective with the December 2013 letting:

(1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.

614.2.7 Crash Cushions

Replace paragraph one with the following effective with the December 2013 letting:

(1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.

616.3.1 General

Replace paragraph six with the following effective with the December 2013 letting:

(6) Remove and dispose of all excess excavation and surplus materials from the fence site.

618.3.3 Restoration

Replace paragraph one with the following effective with the December 2013 letting:

(1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.

627.3.1 General

Replace paragraph four with the following effective with the December 2013 letting:

(4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.

637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

670.3.4.2 Post-Construction Work

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
 - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
 - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
 - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each
 cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy
 of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the
 engineer.
 - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
 - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

Errata

Make the following corrections to the 2014 edition of the standard specifications:

415.3.14 Protecting Concrete

Correct errata by referencing the opening to service specification.

(1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.

501.2.9 Concrete Curing Materials

Correct errata by changing AASHTO M171 to ASTM C171.

(2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.

607.2 Materials

Correct errata by changing AASHTO M198 to ASTM C990.

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

(4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
 - Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

(4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
 - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm
- (2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.
- (4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf

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DECEMBER 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc

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WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

- 1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
- 2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
- 3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
- 4. The unlisted classification must be commonly employed in the area where the project is located.
- 5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
- 6. The request should be made prior to the actual performance of the work by the unlisted classification.
- 7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
- 8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS KENOSHA COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2014

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) 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.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

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.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.25	17.63	52.88
Carpenter	32.93	19.99	52.92
Cement Finisher	29.37	19.72	49.09
	14 14 E. A alal (64 7E a.a. C/4/4C		

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 Pay: 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.

a finicial indiffination with traffic Control and the work is completed after su	itiniciai iliuliniliation with trainc control and the work is completed after sunset and before sunitse.				
Electrician	32.20	21.80	54.00		
Fence Erector	16.00	3.33	19.33		
Ironworker	30.51	23.23	53.74		
Line Constructor (Electrical)	40.00	14.69	54.69		
Painter	21.87	11.37	33.24		
Pavement Marking Operator	30.00	0.00	30.00		
Piledriver	27.67	25.64	53.31		
Roofer or Waterproofer	29.40	15.55	44.95		
Teledata Technician or Installer	24.75	16.08	40.83		
Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99		
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38		
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67		
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.80	45.40		
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36		
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83		
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.34	34.09		

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	<u></u>	 \$	<u> </u>
TRUCK DRIVERS			
Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	24.52	17.77	42.29
Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate Independence Day, Labor Day, Thanksgiving Day & Christmas Day		ar's Day, Memor	ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler	29.27	20.40	49.67
Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15 6/ 1/ 17.	5); Add \$1.30/hr on 6	/1/16); Add \$1.2	5/hr on
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night w business/ civilrights/ laborwages/ pwc. htm.	s Day. 2) Add \$1.50/h ork premium at: http	nr night work pre	mium.
Pavement Marking Vehicle		17.13	40.44
Shadow or Pilot Vehicle		19.90	54.12
Truck Mechanic	23.31	17.13	40.44
LABORERS			
General Laborer	25.12	19.43	44.55
Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman; Add \$.15/hr for air tool operavibrator or tamper operator (mechanical hand operated), chain saw laborer; Add \$.26/hr for bottomman; Add \$.35/hr for bituminous wor sidewalk and pavement), strike off man; Add \$.32/hr for and line an and powderman; Add \$.75/hr for pipelayer. / DOT PREMIUMS: 1) P Sunday, New Year's Day, Memorial Day, Independence Day, Labor Add \$1.25/hr for work on projects involving temporary traffic control when work under artificial illumination conditions is necessary as reprep time prior to and/or cleanup after such time period).	r operator and demol ker (raker and lutem d grade specialist; A Pay two times the hou Day, Thanksgiving D I setup, for lane and	lition burning tord an), formsetter (dd \$.65/hr for blaurly basic rate or Day & Christmas shoulder closure	ch curb, aster n Day. 2)
Asbestos Abatement Worker	22.11	18.28	40.39
Landscaper	25.12	19.43	44.55
Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder clost conditions is necessary as required by the project provisions (includes such time period).	s Day. 2) Add \$1.25/h ures, when work und	nr for work on pr ler artificial illum	ojects ination
Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic Day, Independence Day, Labor Day, Thanksgiving Day & Christmas			
Day, independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requestificial illumination with traffic control and the work is completed at	uires that work be pe	erformed at night	
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
Railroad Track Laborer	15.00	4.38	19.38

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL \$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Towe Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 L Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.	r or 00 _bs., 015); Add \$1.30/h	·	
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.50	/hr night work pre	mium.
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower 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); Licensed Boat Pilo (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 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra	er or ; er; t 015); Add \$1.30/r	•	
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night worbusiness/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.50	/hr night work pre	mium.
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster, Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screat Automatic Subgrader (Concrete); 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; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/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 & Gut 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gr Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid is 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); Win Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Win	eed; ster Tub cout c); Rig;	20.40	56.12

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
THADE ON OCCUPATION	\$	\$	\$
A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015 \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT'S website for details about the applicability of this night work pusiness/ civilrights/ laborwages/ pwc. htm.	5); Add \$1.30/hi on Sunday, Nevy. 2) Add \$1.50/	r on 6/1/2016); Ao w Year's Day, Me hr night work pre	morial mium.
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 (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jee Digger; Joint Sawer (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; Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015	e e	20.40 r on 6/1/2016): A	55.86
\$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT'S website for details about the applicability of this night work pusiness/ civilrights/ laborwages/ pwc. htm.	on Sunday, Ne y. 2) Add \$1.50/	w Year's Day, Me hr night work pre	morial mium.
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); 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. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2019	ll [°]	20.40 r on 6/1/2016); A	55.57
\$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT'S website for details about the applicability of this night work pusiness/ civilrights/ laborwages/ pwc. htm.	y. 2) Add \$1.50/ premium at: http	hr night work pre	mium.
Fiber Optic Cable Equipment.		16.65	43.34
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydrau Dredge Leverman or Diver's Tender; Mechanic or Welder.		20.17	58.97
Work Performed on the Great Lakes Including Deck Equipment Operator on Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. for More); Tug, Launch or Loader, Dozer or Like Equipment When Operated	•	20.04	54.54
on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.		20.04	54.54

	HOURLY BASIC RATE	HOURLY FRINGE	
TRADE OR OCCUPATION	OF PAY	BENEFITS	TOTAL
	\$	\$	\$

State of Wisconsin Department of Workforce Development Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 1/30/2014

PROJECT:

REST AREA 26 ROOF REPLACEMENT
PLEASANT PRAIRIE VILLAGE, KENOSHA COUNTY, WI
Determination No. 201400239 [Owner Project No. ID 1030-31-71]

PROJECT OWNER:	REQUESTER:
RICHARD SCHMALE, ROADSIDE FACILITIES ENGINEER WISCONSIN DOT P.O. BOX 7986 4802 SHEBOYGAN AVE, RM 501 MADISON, WI 537077986	RICHARD SCHMALE, ROADSIDE FACILITIES ENGINEER WISCONSIN DOT P.O. BOX 7986 4802 SHEBOYGAN AVE, RM 501 MADISON, WI 537077986
ADDITIONAL CONTACT:	
BOB SPOERL, ROADSIDE FACILITIES ENGINEER WI DEPT OF TRANSPORTATION 4802 SHEBOYGAN AVE; ROOM 151 MADISON, WI 53707	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

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

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

Enclosures

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

ISSUED BY:

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

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

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin Department of Workforce Development Pursuant to s. 103.49, Wis. Stats. Issued On: 1/30/2014

DETERMINATION NUMBER: 201400239

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before

12/31/2014. If NOT, You MUST Reapply.

PROJECT NAME: REST AREA 26 ROOF REPLACEMENT

PROJECT NO: ID 1030-31-71

PROJECT LOCATION: PLEASANT PRAIRIE VILLAGE, KENOSHA COUNTY, WI

CONTRACTING AGENCY: WI DEPT OF TRANSPORTATION

STATE AGENCY: WISCONSIN DOT

CLASSIFICATION	:	
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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:

Time and one-half must be paid for all hours worked:

- 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.

Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.

A DOT Premium (discussed below) may supersede this time and one-half requirement.

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, whevenever 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 journeyperson'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 state agency projects of public works and are set forth below pursuant to the requirements of s. 103.49(3)(a), Stats.

- 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. 103.49 (2) PREVAILING WAGE RATES AND HOURS OF LABOR.

Any contract made for the erection, construction, remodeling, repairing, or demolition of any project of public works to which the state or any state agency is a party shall contain a stipulation that no person performing the work described in sub. (2m) may be permitted to work a greater number of hours per day or per week than the prevailing hours of labor, except that any such person may be permitted or required to work more than such prevailing hours of labor per day and per week if he or she is paid for all hours worked in excess of the prevailing hours of labor at a rate of at least 1.5 times his or her hourly basic rate of pay; nor may he or she be paid less than the prevailing wage rate determined under sub. (3) in the same or most similar trade or occupation in the area in which the project of public works is situated. A reference to the prevailing wage rates determined under sub. (3) and the prevailing hours of labor shall be published in the notice issued for the purpose of securing bids for the project. If any contract or subcontract for a project of public works that is subject to this section is entered into, the prevailing wage rates determined under sub. (3) and the prevailing hours of labor shall be physically incorporated into and made a part of the contract or subcontract, except that for a minor subcontract, as determined by the department, the department shall prescribe by rule the method of notifying the minor subcontractor of the prevailing wage rates and prevailing hours of labor applicable to the minor subcontract. The prevailing wage rates and prevailing hours of labor applicable to a contract or subcontract may not be changed during the time that the contract or subcontract is in force.

s. 103.49 (6M) LIABILITY AND PENALTIES.

- (ag) 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 in subd. 2., 3., whichever is applicable.
- 2. If the department determines upon inspection under sub. (5) (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.
- (am) Except as provided in pars. (b), (d) and (f), any contractor, subcontractor or contractor's or subcontractor's agent who violates this section may be fined not more than \$200 or imprisoned for not more than 6 months or both. Each day that a violation continues is a separate offense.
- (b) Whoever induces any person who seeks to be or is employed on any project of public works that is subject to this section to give up, waive, or return any part of the wages to which the person is entitled under the contract governing the project, or who reduces the hourly basic rate of pay normally paid to a person for work on a project that is not subject to this section during a week in which the person works both on a project of public works that is subject to this section and on a project that is not subject to this section, by threat not to employ, by threat of dismissal from employment, or by any other means is guilty of an offense under s. 946.15 (1).
- (c) Any person employed on a project of public works that is subject to this section who knowingly permits a contractor, subcontractor, or contractor's or subcontractor's agent to pay him or her less than the prevailing wage rate set forth in the contract governing the project, who gives up, waives, or returns any part of the compensation to which he or she is entitled under the contract, or who gives up, waives, or returns any part of the compensation to which he or she is normally entitled for work on a project that is not subject to this section during a week in which the person works both on a project of public works that is subject to this section and on a project that is not subject to this section, is guilty of an offense under s. 946.15 (2).
- (d) Whoever induces any person who seeks to be or is employed on any project of public works that is subject to this section to permit any part of the wages to which the person is entitled under the contract governing the project to be deducted from the person's pay is guilty of an offense under s. 946.15 (3), unless the deduction would be permitted under 29 CFR 3.5 or 3.6 from a person who is working on a project that is subject to 40 USC 3142.
- (e) Any person employed on a project of public works that is subject to this section who knowingly permits any part of the wages to which he or she is entitled under the contract governing the project to be deducted from his or her pay is guilty of an offense under s. 946.15 (4), unless the deduction would be permitted under 29 CFR 3.5 or 3.6 from a person who is working on a project that is subject to 40 USC 3142.

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				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$	
101	Acoustic Ceiling Tile Installer	30.48	15.90	46.38	
102	Boilermaker	31.91	26.49	58.40	
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	
104	Cabinet Installer	30.48	15.90	46.38	
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49	
106	Carpet Layer or Soft Floor Coverer	32.93	19.71	52.64	
107	Cement Finisher	29.11	20.72	49.83	
108	Drywall Taper or Finisher	18.00	0.00	18.00	
109	Electrician	35.25	19.44	54.69	
110	Elevator Constructor	42.86	25.89	68.75	
111	Fence Erector	16.00	3.33	19.33	
112	Fire Sprinkler Fitter	36.07	19.96	56.03	
113	Glazier	34.22	18.52	52.74	
114	Heat or Frost Insulator	33.68	24.25	57.93	
115	Insulator (Batt or Blown)	15.00	9.50	24.50	
116	Ironworker Future Increase(s):	30.52	23.47	53.99	

Future Increase(s):
Add \$.80/hr on 6/1/2014.
Premium Increase(s):

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	<u>OF PAY</u>	BENEFITS	<u>TOTAL</u>
	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.	\$	\$	\$
117	Lather	32.93	19.81	52.74
118	Line Constructor (Electrical)	40.00	0.02	40.02
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	35.25	17.63	52.88
121	Metal Building Erector	18.00	2.00	20.00
122	Millwright	28.53	24.98	53.51
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	30.24	17.45	47.69
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)	31.82	19.74	51.56
129	Plasterer	30.77	17.70	48.47
130	Plumber	37.96	18.44	56.40
132	Refrigeration Mechanic	39.26	18.72	57.98
133	Roofer or Waterproofer	29.40	17.05	46.45
134	Sheet Metal Worker Future Increase(s): Add \$1.00/hour on 9/1/2014; Add \$1.50/hour on 9/1/2015.	32.01	25.39	57.40
135	Steamfitter	37.96	18.44	56.40
137	Teledata Technician or Installer Future Increase(s): Add \$.85/hr on 6/1/2014; Add \$.86/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.89	17.15	42.04
138	Temperature Control Installer	32.59	17.91	50.50
139	Terrazzo Finisher	26.89	19.18	46.07

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.45	16.30	45.75
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	27.14	24.06	51.20
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	28.74	17.27	46.01
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	33.82	17.60	51.42
203	Three or More Axle	18.50	10.00	28.50
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	18.10	51.12
205	Pavement Marking Vehicle	18.50	10.00	28.50
207	Truck Mechanic	18.50	10.00	28.50
	LABORERS			

Fringe Benefits Must Be Paid On All Hours Worked

CODE TRADE OR OCCUPATION

General Laborer

Landscaper

Asbestos Abatement Worker

301

302

303

HOURLY BASIC RATE OF PAY

27.22

22.48

14.28

\$

HOURLY FRINGE BENEFITS

16.86

18.41

8.48

\$

TOTAL

44.08

40.89

22.76

\$1.60/hour 5/30/2016.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.78	17.04	36.82
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	17.71	16.01	33.72
314	Railroad Track Laborer	15.00	4.38	19.38
315	Final Construction Clean-Up Worker	28.31	16.62	44.93
	HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	34.07	18.10	52.17
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add	34.07	18.10	52.17

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over) Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	31.64	19.15	50.79
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
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.	38.80	18.98	57.78
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.	34.50	18.98	53.48
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	18.98	53.48

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

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
	TRADE OR OCCUPATION	OF PAY	BENEFITS	TOTAL
		Ψ	Ψ	Ψ
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick With or Without Attachments, With a Lifting Capacity of Over 100.	40.36	19.15	59.51

Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.

Future Increase(s):

Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.

Premium Increase(s):

Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY	FRINGE BENEFITS	TOTAL
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, Towe Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	\$ 39.86	\$ 19.15	\$ 59.01
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.		19.15	58.51
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 Bidwel Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.		19.15	57.82

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY	BENEFITS \$	<u>TOTAL</u> \$
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. Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.		19.15	50.79
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015	33.26	18.55	51.81
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

	SKILLED TRADES			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	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	Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	40.00	0.02	40.02
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	36.96	17.94	54.90
137	Teledata Technician or Installer	24.75	16.08	40.83

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	38.80	18.98	57.78
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	12.34	34.09
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
301	General Laborer Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	28.84	17.12	45.96
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
314	Railroad Track Laborer	15.00	4.38	19.38

HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.84	19.45	56.29
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.		19.45	55.51
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).		18.96	51.85

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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 Chair 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.		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.		20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
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	18.98	57.78
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	18.98	53.48
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.		18.98	53.48

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

SKILLED TRADES

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).

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	35.25	17.63	52.88
105	Carpenter	32.93	19.99	52.92
107	Cement Finisher	30.09	17.53	47.62
109	Electrician	31.27	22.81	54.08
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	30.51	22.97	53.48
118	Line Constructor (Electrical)	40.00	0.02	40.02
124	Painter	30.24	17.45	47.69
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	29.06	25.46	54.52
133	Roofer or Waterproofer	29.40	15.55	44.95
137	Teledata Technician or Installer	24.75	16.08	40.83
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	38.80	18.98	57.78
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	12.34	34.09
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	30.00	15.00	45.00

314

Railroad Track Laborer

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY	
CODE	TRADE OR OCCUPATION	OF PAY	FRINGE <u>BENEFITS</u> \$	TOTAL \$
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	18.00	0.00	18.00
	LABORERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
301	General Laborer	22.32	18.82	41.14
303	Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19

15.00

4.38

19.38

HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
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://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	36.72	20.40	57.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. o 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://roadwaystandards.dot.	r	20.40	56.62

wi.gov/hcci/labor-wages-eeo/index.shtm.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
543	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; Gradal (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. 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://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.		20.40	56.12
544	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 Sawer (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.		19.79	53.75
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.	30.44	19.10	49.54
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	18.98	57.78
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	18.98	57.78
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.		18.98	53.48
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.	S	18.98	53.48

HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY	HOURLY		
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$	
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	39.16 m	19.10	58.26	
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. o Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Towe		20.40	56.62	

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://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Levele 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. 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.	d r	20.05	55.22
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 Sawer (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)	35.17	20.05	55.22

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.

Steer Loader (With or Without Attachments); Telehandler.

Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
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://roadwaystandards.dot. wi.gov/hcci/labor-wages-eeo/index.shtm.	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

Department of Workforce Development Equal Rights Division

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860 Fax: (608) 267-4592 TTY: (608) 264-8752



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

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

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

09/01/12

POST THE WHITE SHEET

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

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

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

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

Disclaimer

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

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

- (a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.
 - (b) "Alcohol" has the meaning given in s. 340.01 (1q).
- (c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.
- (d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.
- (e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.
- (f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.
- (g) "Project" mean a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.
- (2) SUBSTANCE ABUSE PROHIBITED. No cimployee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).
- (3) SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED. (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:
- 1. A prohibition against the actions or conditions specified in sub. (2).
- 2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

- 3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.
- (b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.
- (4) EMPLOYEE ACCESS TO PROJECT. (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:
- 1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.
- 2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.
- (b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:
- 1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).
- 2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.
- (c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain—of—custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.
- (5) LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED. A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

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

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

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 This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

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

Issue No. 59		Page 2 of 2				September 1, 2012
Name of Contractor	Address	Effective Date	<u>Termination</u> <u>Date</u>	<u>Cause</u> <u>Code</u>	<u>Date of</u> Violation(s)	Limitations/Deviations
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/11	5/31/15	1,2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc.					
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/07	1/31/10	1 and 2	2004 & 2005	None
Keiver, David	See, Custom Heating & Air LLC					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and.4	2008	None
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/10	1 and 2	2005 to 2006	None
Stoller, Joseph	See, Joseph Stoller Company					
Stoller, Patrick J	See, Stoller Enterprises LLC					
Thull, Gerald T	See, JT Roofing, Inc.					
Cause Code: 1 = Failure to Pa	1 = Failure to Pay Straight Time 2 = Failure to Pa	Failure to Pay Overtime	3 = Kickback		4 = Payroll Records.	ords.

Disclosure of Ownership

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

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

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

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

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business	1		!
Traine of Basiness			
Street Address or P O Box	City	State	Zip Code
Sireet Address of P O Box	Oity	Otate	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
Street Address of 1 O Dox	[5.1,		
	former than a sustained in this do		
I hereby state under penalty of perjury that the in	tormation, contained in this do	cument, is tru	e and
accurate according to my knowledge and belief.	- 1000		
Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
·			
No. of Commention Destroyahin or Cale Drawintership			
Name of Corporation, Partnership or Sole Proprietorship			
	1 011	100.1	3'- O-1
Street Address or P O Box	City	State	Zip Code

State of Wisconsin Department of Workforce Development Equal Rights Division

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.

	Project Name	
)	DWD Determination Number	Project Number (if applicable)
/	Date Determination Issued	Date of Contract
)00	Awarding Agency	
,	Date Work Completed	
))SS)	DWD Determination Number) Date Determination Issued Awarding Agency)

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.

Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Sign	ed
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	5		Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number	1	
Name			Name		
Street Address		The state of the s	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		

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

	Project Name	
,	DWD Determination Number	Project Number (if applicable)
)	Date Determination Issued	Date of Subcontract
)55	Awarding Contractor	
	Date Work Completed	
))SS)	DWD Determination Number Date Determination Issued Awarding Contractor

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

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

Name of Corporation, Partnership, Sol	e Proprietorship, Business, S	tate Agency or Local	Governmen	tal Unit
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer		- Company	Date Signe	ed
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name		:	Name		
Street Address	-		Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number		
Name			Name		· · · · · · · · · · · · · · · · · · ·
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number ()		

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

State of Wisconsin Department of Workforce Development Equal Rights Division Labor Standards Bureau

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].

qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related 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, el	(i.e., carpenter, electrician, plumber, etc.)	
a,	Ď.	
C.	d.	
3. Employer Name (Print)	Requester Name (Print)	
Address	City	Zip Code
Telephone Number ()	Requester Title	
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax)	ia fax)

regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work 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 READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature

Date Signed

MAIL the completed request to: EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU PO BOX 8928, MADISON WI 53708

S R FAX the completed request to: (608) 267-0310 / DO NOT e-mail your request. Call (608) 266-6861 for assistance in completing this form.

Department of Workforce Development Equal Rights Division

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860

Fax: TTY: (608) 267-4592 (608) 264-8752



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

PREVAILING WAGE - Public Entity Project Owners

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

Thresholds

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

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

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

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

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

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

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

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

Department of Workforce Development Equal Rights Division

P.O. Box 8928

Madison, WI 53708-8928 Telephone: (608) 266-6860 Fax: (608) 267-4592

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(608) 264-8752



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

PREVAILING WAGE – Contractors

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

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

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

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

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

Contractors - 11/11-JE

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

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

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

changes are descri		
Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Thresholds	All public	The \$25,000 threshold for public works projects has been
	entities &	changed to single-trade and multiple-trade project thresholds
	Contractors	as noted below. The new thresholds apply to prevailing wage
		projects whose prime contract is awarded after June 30, 2011.
Non-applicability:	All public	Any single-trade project of public works with an estimated cost
Threshold for	entities &	of completion of less than \$48,000 does not require a prevailing
Single-Trade	Contractors	wage rate determination.
Projects		"Single-trade project of public works" means a project of public
		works in which a single trade accounts for 85 percent or more of the
Alamanalian bilitur	All public	total labor cost of the project. Any multiple-trade project of public works with an estimated
Non-applicability: Threshold for	entities except	cost of completion of less than \$100,000 does not require a
Multiple-Trade	cities, towns &	prevailing wage rate determination.
Projects	villages as noted	"Multiple-trade project of public works" means a project of public
Projects	below &	works in which no single trade accounts for 85 percent or more of the
	Contractors	total labor cost of the project.
Non-applicability:	Cities or villages	A multiple trade project of public works erected, constructed,
Threshold for	with a popula-	repaired, remodeled, or demolished by a private contractor for
Multiple-Trade	tion less than	a city or village with a population less than 2500, or a town with
Projects	2500 &	an estimated cost of completion of less than \$234,000 does not
	Towns &	require a prevailing wage rate determination.
	Contractors	"Multiple-trade project of public works" means a project of public
		works in which no single trade accounts for 85 percent or more of the
		total labor cost of the project.
Non-applicability:	Towns &	The following TOWN projects only do not require a prevailing
Minor service &	Contractors	wage rate determination:
maintenance		A project not funded under §86.31, Stats. (TRIP projects) that
work		is limited to minor crack filling, chip or slurry sealing or other
		minor pavement patching, not including overlays.
		The depositing of gravel on an existing gravel road applied
		solely to maintain the road;
		Road shoulder maintenance; Cleaning drainage or sewer ditches or structures;
		Any other limited, minor work on public facilities or
		equipment that is routinely performed to prevent
		breakdown or deterioration.
Non-applicability:	All public	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply
Work which a	entities	to work performed on a project of public works for which the
contractor or		local governmental unit or the state or the state agency
individual		contracting for the project is not required to compensate any
donates to a		contractor, subcontractor, contractor's or subcontractor's
public entity		agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66,0903 or §103.49			
Non-applicability:	All public	A prevailing wage rate determination is not required for the			
Residential	entities	erection, construction, repair, remodeling, or demolition of a			
1011		residential property containing 2 dwelling units or less.			
Non-applicability:	All public	A prevailing wage rate determination is not required for a road,			
Residential	entities	street, bridge, sanitary sewer, or water main project that is a			
subdivision		part of a development in which at least 90 percent of the lots			
infrastructure		contain or will contain 2 dwelling units or less, as determined			
		by the local governmental unit at the time of approval of the			
		development, and that, on completion, is acquired by, or			
		dedicated to, a local governmental unit (including under			
		§236.13(2), Stats.), or the state, for ownership or maintenance			
		by the local governmental unit or the state.			
Non-applicability:	All public	Prevailing wage law §66.0903, Stats., does not apply to a			
Certain nursing	entities	project of public works involving the erection, construction,			
homes	:	repair, remodeling, or demolition of a nursing home in a county			
		having a population of less than 50,000 when the project			
		commences no later than July 1, 2012.			
Electronic	Contractors	The requirement that every contractor on a prevailing wage			
certified payroll		project submit to DWD monthly a certified record of employees			
record		who worked on the project and that DWD post these certified			
		records on its internet website is discontinued effective July 1,			
		2011. However, contractors who worked on prevailing wage			
		projects during the period January 1, 2010 through June 30,			
		2011, must comply with the repealed law for work completed			
Dourell record	Contractors &	on projects during that period of time. Any person may request DWD to inspect the payroll records of			
Payroll record inspection	Complainants	any contractor working on a prevailing wage project. On			
request by any	Complainants	receipt of such a request, the contractor must submit to DWD a			
		certified record of its payroll records, other than personally			
person		identifiable information relating to an employee of the			
		contractor, for no longer than a 4-week period. DWD may			
		request records from a contractor under this provision no more			
		than once per calendar quarter for each project of public works			
		on which the contractor is performing work. The department			
		may not charge a requester a fee for obtaining that			
		information. DWD must make these certified records available			
		for public inspection.			
Complaints	Complainants	There are no longer investigation fees.			
Statewide	Local govern-	A local governmental unit may not enact & administer a			
uniformity	mental units	prevailing wage ordinance/provision for public works or			
		publicly funded private construction projects. Any extant laws			
		to that effect are void.			

Topic	Who's affected?	Brief description of requirement under §66.0903, §103.49 or §103.50		
Covered employees	Truck drivers & Other workers & Contractors	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: 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.		
Annual Prevailing Wage Survey	All public entities	When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency.		
Prevailing Wage Rates	DOT & Contractors & Employees	For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holiday and shift differentials based on the time of day or night who work is performed.		

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

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

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

SINGLE-TRADE THRESHOLD

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

The single trade threshold is \$48,000.

MULTIPLE-TRADE THRESHOLDS

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

- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
- (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for:
 - a city or village with a population less than 2500, or
 - a town

APPLYING THE NEW THRESHOLDS

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

Wisconsin Department of Transportation PAGE: 1 DATE: 05/09/14

SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140708011 1030-31-71 N/A

LINE	ITEM DESCRIPTION	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	! ~	DOLLARS	CTS	DOLLARS	CTS
SECTIO	ON 0001 PROPOSAL ITEMS					
0010	619.1000 MOBILIZATION 	 1.000 EACH	 	.		
	SPV.0105 SPECIAL 01. REST AREA 26 REMOVING SKYLIGHT	 LUMP 	 LUMP 		 	
0030	SPV.0105 SPECIAL 02. REST AREA 26 ASPHALT SHINGLE ROOF REPLACEMENT	 LUMP 	 LUMP 		 	
	SPV.0165 SPECIAL 01. 5/8-INCH PLYWOOD DECKING	 640.000 SF	 	 	 	
	 SECTION 0001 TOTAL		 			
	 TOTAL BID		 			

PLEASE ATTACH SCHEDULE OF ITEMS HERE