



City of Milwaukee



*CITY OF MILWAUKEE
DEPARTMENT OF NEIGHBORHOOD SERVICES
REQUEST FOR PROPOSALS*

LANDSCAPING OF VACANT LOTS

IN THE CITY OF MILWAUKEE

DUE March 1, 2016



**REQUEST FOR PROPOSALS FOR RESTORATION OF VACANT LOTS
TO A DUST-FREE/EROSION-FREE CONDITION**

THE COMMISSIONER OF THE DEPARTMENT OF NEIGHBORHOOD SERVICES OF THE CITY OF MILWAUKEE ("Commissioner"), Milwaukee, Wisconsin, acting pursuant to Section 7-22-3, Milwaukee City Charter, and 66.1333(5) Wis. Stats. will receive proposals from qualified landscaping contractors to perform the necessary work to return vacant lots to a properly landscaped condition until 9:00 a.m. (daylight savings time) on **March 1, 2016**. Any proposals received after that time will be rejected and returned unopened. Names of those submitting proposals along with the name of the contractor selected will be made available to the public.

Award will be made to the successful proposer as outlined in the Request for Proposals.

All proposals shall be held open for a period of sixty (60) days subsequent to the date due and no proposal may be withdrawn without the written consent of the Commissioner. **IN THE EVENT THE COMMISSIONER, DURING THE SIXTY DAYS FOLLOWING THE DATE DUE, TAKES NO ACTION RELATIVE TO THE PROPOSALS RECEIVED, THEN THE PROPOSALS SHALL BECOME NULL AND VOID WITHOUT RECOURSE OF ANY KIND BY EITHER THE PROPOSERS OR COMMISSIONER, ACTING ON BEHALF OF THE CITY.**

**REQUEST FOR PROPOSAL DOCUMENTS MAY BE OBTAINED ON-LINE AT
<http://city.milwaukee.gov/Demobids>**

(FREE OF CHARGE)

**PRINTED COPIES MAY BE PURCHASED IN PERSON AT THE DEPARTMENT OF
NEIGHBORHOOD SERVICES AT THE ADDRESS SHOWN BELOW. THE COST IS \$.20 PER
PAGE.**

The Commissioner reserves the right to reject any and all proposals at any time, if it is in the best interests of the City, and to waive any informalities in the proposals.

ATTENTION IS CALLED TO THE FACT THAT:

- (a) Not less than the minimum **PREVAILING WAGE** salaries and wages as set forth in the Request for Proposal must be paid on the performance of the prevailing wage contract for this work;
- (b) Successful proposer will be required to complete an affidavit of Compliance/Disclosure of Participation in or Profits Derived from Slavery by Contractors before contract can be executed;
- (c) If this proposal has subcontractor requirements, the prime contractor must pay subcontractor(s) within seven working days of the receipt of payment from the city of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of one 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011;
- (d) Contractor understands and agrees that they must achieve a Small Business Enterprise (SBE) firm/s participation goal of **25.0%**. Contractors are encouraged to review Chapter 370 of the Milwaukee Code of Ordinances in its entirety. For a complete listing of City of Milwaukee certified SBE firms, please contact the Office of Small Business Development at 414-286-5553. More information can be found at: www.milwaukee.gov/osbd ;

- (e) Certain parcels included in the work under this Request for Proposal will require the Prime Contractor and all Subcontractors to submit a per-parcel report of all full-time equivalent (FTE) hours worked by job classification on forms provided by the City;
- (f) Contractor agrees to not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and Contractor also agrees to include a similar provision in all subcontracts. Contractor must agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. ss. 12101 et seq.;
- (g) Contractor is to understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records(including those of any Subcontractor) that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement;
- (h) This request includes a Local Business Enterprise (LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinance.
- (i) All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

DEPARTMENT OF NEIGHBORHOOD SERVICES
OF THE CITY OF MILWAUKEE
841 NORTH BROADWAY
MILWAUKEE WI 53202-3650
February 18, 2016
February 19, 2016

DEPARTMENT OF NEIGHBORHOOD SERVICES

REQUEST FOR PROPOSALS

1.0.0 INSTRUCTIONS TO PROPOSERS:

1.1.0 DESCRIPTION OF WORK

The Department of Neighborhood Services will be razing or removing buildings from their present sites. After demolition has taken place the demolition sites will need to be returned to a dust-free and erosion-free condition. The Department of Neighborhood Services refers approximately 150 lots per year.

Proposals are being solicited from qualified landscaping contractors to perform the necessary work to return these sites to a properly landscaped condition. The Department expects that the Contractor would engage in the activities of this proposal for the entire growing season.

The successful proposer will be awarded two one-year contracts. One will be subject to prevailing wages, the other will not. The contracts may be extended for three (3) additional 12-month periods at the option of the Department. If the contract should be renewed after the initial one-year term, the rate of payment shall be increased, effective the first day of any such renewal term, in the ratio that the Milwaukee Consumer Price Index has changed from the initial date of the contracts or from the date of the last rate adjustment. The applicable prevailing wage rates will be adjusted to those in effect at the time of renewal. The participation requirements for SBEs will be adjusted annually to the percentages in effect at the time of renewal.

1.2.0 SELECTION CRITERIA

Before a firm will be awarded a demolition site/vacant lot landscaping contract, the firm must supply to the City of Milwaukee the firm's resume with business references included with the proposal.

All proposals shall include information about your firm's capabilities and past experiences, particularly relative to the type being undertaken in this project. Any other information which will demonstrate abilities to perform the required services should also be included.

A contract, if awarded, will be awarded to the successful proposer based on cost of services, training and experience and ability to meet the City's needs.

Proposals will be evaluated using the following percentages:

Cost of Services	40%
Experience of firm for providing services of similar scope and size	30%
Ability to meet City needs	30%
Local Business Enterprise (LBE) incentive	+ 5%

1.3.0 SCOPE OF WORK

The work under this contract shall include:

1. Grading: The Contractor shall be responsible for the grading of the area to be seeded. This includes removing debris, noxious vegetation, trash, etc. and removing it from the site. The area shall be graded to a uniform cross section so that all holes and hills are removed. A butt joint shall be provided at adjoining property lines. **The cost of grading is to be included in the Square Foot Cost of Seeding in the proposal.**
2. Preparation of the Seed Bed: Subsequent to grading, the existing soil shall be loosened and pulverized to a minimum depth of two inches and any miscellaneous debris that appears shall be removed from the job site. The Contractor shall be responsible for hauling, spreading and thoroughly mixing with existing soil, topsoil to approximately two inches for seed beds. Topsoil will be required at all locations that have been graded or where spot seeding is to be done. Topsoil for landscape work shall be a fertile, friable, sandy, loamy surface soil without admixture of subsoil and free of stones, stumps, root, trash, debris and other materials deleterious to plant growth. Organic content shall not be less than 3 percent and not greater than 10 percent determined by loss through ignition. **These costs are to be included in the Square Foot Cost of Seeding in the proposal.**
3. Seeding: After the seed bed has been properly prepared, specified seed and fertilizer shall be spread by mechanical means at the specified amounts and raked into the soil to a depth of approximately three eighths (3/8) inch. The method used for spreading mulch and water subsequent to raking in seed and fertilizer shall be mechanical hydro-mulching. The Contractor shall furnish all equipment, labor and materials to spread seed, mulch, fertilizer and water at the rates specified below. All operations shall be in accordance with manufacturer's recommendations. **The cost of seeding is to be included in the Square Foot Cost of Seeding in the proposal.**
4. Seed: The Contractor shall spread the seed mixture listed below at a rate of not less than five pounds per 100 square yards.

SEED MIXTURE

MINIMUM INGREDIENTS	CROP SEED	WEIGHT	PURITY	GERMINATION
Kentucky Bluegrass	26.75%	30%	89%	80%
Creeping Red Fescue	39.20%	40%	98%	85%
Annual Ryegrass	19.50%	20%	98%	90%
Perennial Ryegrass	9.80%	10%	98%	90%
Inert Matter, Weed and Crop Seeds	4.75%			

Each sack of seed shall have a label securely attached showing ingredients, minimum crop seed, germination and date.

5. Fertilizer: The fertilizer shall consist of 10 percent nitrogen, 10 percent phosphorus and 10 percent potash. Each package of fertilizer shall be plainly marked with the analysis of the content. The chemical fertilizer shall be applied at a rate of not less than four pounds per 100 square yards.
6. Mulch: A wood cellulose mulch, Weyerhaeuser "Silva-Fiber" or equal will be spread at a rate of 45 pounds per 100 square yards and as recommended by the manufacturer. The method known as hydro-seeding, where seed, fertilizer, mulch and water are applied in the same operation, will not be allowed.
7. Watering: As part of the hydro-mulching process, or within 24 hours after the seed has been applied, the Contractor shall supply sufficient water to thoroughly moisten the soil to a depth of at least two inches over the entire seeded area. The Contractor shall make, at his/her expense, whatever arrangements may be necessary to insure an adequate supply of water and furnish all necessary hose and equipment to accomplish the specified irrigation.
8. Maintenance of Seeded Areas: The Contractor shall maintain the seeded areas until it has been determined that germination is successful and that growth has been established. Where Erosion Control Mat is placed on a slope, it shall be stapled according to the manufacturer's recommendation. The Erosion Control Mat shall be American Excelsior Company Erosion Control Blankets, with an area of 80 square yards per roll weighing 78 pounds per roll or equal.
9. Fill: This is materials other than topsoil as required above. Fill shall be clean ground fill meeting the requirements of section 218-8-8 of the Milwaukee code of Ordinances. Fill shall only be placed at the request or approval of the Department of Neighborhood Services.
10. Berming: Lots that require placement of berm will be noted in the referral. Location and size of berm will also be noted in referral.
11. Timely response: The contractor will be required to complete the above cited work within the number of days agreed upon from time of initial referral per contract unless otherwise noted in parcel-specific referrals.
12. Emergency Requests: The Contractor shall be able to complete short-noticed site stabilization to sloping sites and sites that have immediate erosion concerns within the number of hours agreed upon per contract unless otherwise noted in parcel-specific referrals. The contractor shall also be able to complete sites designated as *priority* sites within the number of days agreed upon from time of initial referral per contract unless otherwise noted in parcel-specific referrals.

1.4.0 CONFLICT OF INTEREST

In order to avoid conflict of interest the City of Milwaukee maintains that any landscaping activities performed under this contract shall be performed by INDEPENDENT contractors that have no affiliations, agreements or other common interests or financial arrangements with any demolition contractor.

1.5.0 EXECUTION OF CONTRACT

1.5.1 Duty to Deliver

Subsequent to the award and within fourteen (14) calendar days after the prescribed forms are presented for signature, the successful proposer shall execute and deliver to the Department of Neighborhood Services of the City of Milwaukee a contract, in the form included in the contract documents, signed in triplicate.

1.5.2 Performance and Payment Bond Required

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful proposer, shall, within the period specified in sec. 1.5.1. above, furnish a surety or performance bond in a penal sum not less than one hundred percent (100%) of the initial amount of the contract, including all items of overhead, as set out in the accepted proposal as security for the faithful performance of the contract, and a payment bond securing the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by the contractor in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, the date of the contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570, or its successor, and the penal sum shall be within the maximum specified for such company in said Circular 570, or its successor.

1.5.3 Default

The failure of the successful proposer to execute the contract and to supply the required bond or bonds within fourteen (14) calendar days after the prescribed forms are presented for signature, or within such extended period as the Commissioner may grant, based upon reasons determined sufficient by the Commissioner, shall constitute a default, and the Commissioner may either award the contract to the next successful proposer, or re-advertise for proposals, and may charge against the proposer the difference between the amount for which a contract for the work is subsequently executed.

2.0.0

GENERAL CONDITIONS

2.1.0 DEFINITIONS

Whenever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

1. "Addenda" or "Addendum" shall mean any changes, revisions or clarifications of the Request for Proposal Documents which have been duly issued in writing by the Building Inspector to prospective Proposers prior to the time of receiving Bids.
2. "City" shall mean the City of Milwaukee.
3. "Commissioner" shall mean the Commissioner of the Department of Neighborhood Services (also called Building Inspector) or his designee.
4. "Contract" shall mean the Contract executed by the Department of Neighborhood Services of the City of Milwaukee and the Contractor and all incorporated Contract Documents, of which these GENERAL CONDITIONS form a part.
5. "Contractor" shall mean the person, firm or corporation entering into the Contract with the Building Inspector to perform the work of landscaping.
6. "Contract Documents" shall mean and shall include the following:
Executed Agreement, Addenda (if any), Request for Proposal, signed Copy of Proposal and General Conditions,.
7. "Local Public Agency" shall mean the Department of Neighborhood Services of the City of Milwaukee (also called Building Inspector), which is authorized to undertake this Contract.

2.2.0 Equal Employment Opportunity

a. During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and Contractor also agrees to include a similar provision in all subcontracts. Contractor must agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. ss. 12101 et seq.; The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age, disability, marital status, sex, religion, ancestry, sexual orientation, arrest record or conviction record, service in the armed forces, and genetic testing.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Orders 12246 of September 24, 1965, and 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, pursuant thereto, and will permit access to books, records, and accounts by agents, officers or employees of the Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

2.3.0 Small Business Enterprise (SBE)

The Small Business Enterprise (SBE) requirement for this project is 25% of the contract base proposal. For a complete listing of City of Milwaukee certified SBE firms, please contact the Office of Small Business Development at 414-286-5553. More information can be found at www.milwaukee.gov/osbd .

2.4.0 Prevailing Wage Requirements

SUCCESSFUL PROPOSER AND THEIR SUBCONTRACTORS WILL BE REQUIRED TO PAY PREVAILING WAGE RATES TO ANY EMPLOYEES PERFORMING WORK UNDER THE PREVAILING WAGE CONTRACT. ATTACHED CURRENT COPY OF WAGE RATES WILL BE IN EFFECT FOR ENTIRE TERM OF THIS CONTRACT. PRIME CONTRACTOR AND ALL SUBCONTRACTORS WILL BE REQUIRED TO COMPLETE AN AFFIDAVIT OF COMPLIANCE PRIOR TO EXECUTION OF CONTRACT AND SUBMIT CONTRACTORS TIME REPORTS (Form DPW-6) PER THE REQUIREMENTS OF SECTION 66.0903 OF WISCONSIN STATE STATUTES. IF THE CONTRACT IS RENEWED FOR ADDITIONAL TERM(S), THE PREVAILING WAGE RATES WILL BE ADJUSTED TO THOSE IN EFFECT AT THE TIME OF RENEWAL.

2.5.0 Posting of Wage Rates

The minimum hourly wage required by sec. 2.4.0 shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of this contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a contract at the request of such person within a reasonable period of time after the request.

2.6.0 Reporting of Full-Time Equivalent Hours Worked

Certain parcels included in the work under this Request for Proposal will require the Prime Contractor and all Subcontractors to submit a per-parcel report of all full-time equivalent (FTE) hours worked by job classification on forms provided by the City. Referrals will indicate parcels requiring this reporting.

2.7.0 Sanctions for Labor Violations

Any Contractor, subcontractor, proposer, or individual engaged by or performing pursuant to this contract who is found to have submitted to either the Commissioner or City of Milwaukee Purchasing Division any false, misleading or fraudulent information, or to have failed to comply with the provisions of this section, may be subject to any of the following sanctions:

1. Withholding of payments.
2. Termination, suspension or cancellation of the contract in whole or in part.
3. After a due process hearing, denial of the right of the contractor or subcontractor to bid on future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

2.8.0 Superintendence by Contractor

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Commissioner, on the work at all times during working hours, with full authority to act for the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work.

2.9.0 Subcontracts

- A. All work to be performed under this contract shall be done by the Contractor and/or his or her employees, or as otherwise approved by the Commissioner. These exceptions must be covered by a subcontract. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract, until they have submitted to the Commissioner an Affidavit of Subcontractor in the form provided by the City of Milwaukee, and has received written approval of such subcontractor from the Commissioner.
- B. All subcontractors must be approved by the Commissioner. Such approval shall not be unreasonably withheld.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of his, her, or its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by the Contractor.
- D. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Commissioner or the City of Milwaukee. All workers shall be made known and the basis under which they are working on the job shall be made known to the Commissioner prior to any work being done. The Contractor shall not permit any person to perform work of any nature in the project area unless such person is employed directly by the Contractor or his/her subcontractors.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this contract.

2.10.0 Other Contracts

The City may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling his or her own work with that to be performed under other contracts as may be directed by the Commissioner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

2.11.0 Changes in the Work

- A. The Commissioner may make changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than 25%. All such work shall be performed in accordance with a written change order and executed under the terms of the original contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Commissioner authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered in writing.
- C. If applicable unit prices are not contained in the contract or if the total net changes increase or decrease the total contract price more than twenty-five percent (25%), the Commissioner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him or her covering the work involved in the change after which the procedure shall be as follows:
 1. If the proposal is acceptable, the Commissioner will prepare the change order in accordance therewith for acceptance by the Contractor and
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Commissioner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a limit specified by the Commissioner.
- D. Each change ordered shall include in its final form:
 1. a detailed description of the change in the work,
 2. the Contractor's proposal under subpar. C, above, (if any) or a conformed copy thereof,
 3. a definite statement as to the resulting change in the contract price and/or time, and
 4. a statement that all work involved in the change shall be performed in accordance with contract requirements, except as modified by the change order.

2.12.0 Claims for Extra Cost

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, the Contractor shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the Commissioner, stating clearly and in detail the basis of any objections. The claim shall be denominated: "Claim for Extra Cost." No such claim will be considered unless so made in writing within the appropriate time.
- B. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the Commissioner and work shall not proceed, except at the Contractor's risk, until written instructions have been received by the Contractor from the Commissioner.
- C. If, on the basis of the available evidence, the Commissioner determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in CHANGES IN THE WORK.

2.14.0 Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, including but not limited to the "Conditions for Environmental Compliance" specified in secs. 3.1.1. through 3.1.5 below, the Commissioner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. The Commissioner may relet the work to be performed under this contract to some other competent party or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this contract shall, at the option of the Commissioner, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In the event of any termination for cause hereunder, the Commissioner shall further have the right to declare the Contractor (or any affiliate, parent, subsidiary or successor thereof) ineligible for further City of Milwaukee Neighborhood Services contracts.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the Commissioner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

2.15.0 Termination for Convenience of the City

The Commissioner may terminate this Contract at any time for any reason by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Commissioner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total work of the Contractor covered by this contract, less payments of compensation previously made. However, if less than sixty percent (60%) of the work covered by this contract has been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the work covered by this contract.

2.16.0 Deduction for Uncorrected Work

If the Commissioner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Commissioner, subject to settlement, in case of dispute, as provided in DISPUTES herein.

2.17.0 Right of Access and Entry

The Commissioner shall at all times have access to and be permitted to observe and review all work, materials, equipment, payroll and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Commissioner through his or her authorized representatives or agents.

2.18.0 Partial Completion and Acceptance of Work

The Commissioner may accept any portion of completed work if the work has been satisfactorily completed. The Contractor shall release such areas upon the request of the Commissioner.

2.19.0 Final Inspection

The Commissioner may reject any work done at the site which does not comply with the requirements of this contract and will notify the Contractor of such rejection in writing, whereupon the Contractor, at no cost to the City, shall correct such deficiency as directed by the Commissioner.

2.20.0 PAYMENTS

AFTER ACCEPTANCE BY THE BUILDING INSPECTOR OF ALL OF THE WORK AT A PARCEL, THE CONTRACTOR SHALL PREPARE HIS/HER REQUISITION FOR PAYMENT AND SUBMIT IT TO THE BUILDING INSPECTOR FOR APPROVAL. CONTRACTOR MAY SUBMIT INVOICES ONLY TWICE PER MONTH- ON THE 15TH AND THE 30TH OR NEXT BUSINESS DAY IF THESE DATES FALL ON A WEEKEND OR HOLIDAY. A COST BREAKDOWN FOR EACH PARCEL THAT IS COMPLETED BY THE CONTRACTOR WILL NEED TO BE LISTED ON THE INVOICE SUBMITTED TO THE DEPARTMENT FOR PAYMENT. INVOICE MUST INCLUDE CONTRACT NUMBER AND VENDOR NUMBER. It is Contractor's responsibility to submit all required prime contractor and sub-contractor compliance documentation. Invoices will be considered incomplete and payment will not be processed if compliance documentation is found deficient. The final payment shall consist of the total cost of work, as adjusted in accordance with approved change orders, less all previous payment to the Contractor and subject to withholding of any amount due the Building Inspector.

The Building Inspector before making payment may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect its interest. The Building Inspector, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

That no payment made under the Contract shall act as a waiver of the right of the Building Inspector to require the fulfillment of all of the terms of the Contract.

2.21.0 Prompt Payment

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the city shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with S.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven (7) days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

2.22.0 Payment Monitoring Requirements

All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

2.23.0 Local Business Enterprise

This request includes a Local Business Enterprise (LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinance.

3.0.0

LEGAL CONDITIONS

3.1.0 Compliance with Codes and Permits

The Contractor shall comply with the applicable laws and ordinances governing the razing of buildings and restoration of raze sites including but not limited to the disposal of materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the work done under this contract.

3.1.1 Conditions for Environmental Compliance

3.1.2 Compliance with Environmental Requirements

Contractor shall fully comply with all statutes, regulations or other applicable requirements imposed by any federal, state or municipal agency with respect to the environmental condition of the Demolition Area and/or with respect to the performance of any work or other operations conducted by Contractor upon the Demolition Area (hereinafter referred to as "Environmental Requirements"). Contractor shall not cause, permit or suffer the existence or commission by Contractor, its agents, employees, subcontractors, suppliers or invitees, or by any other person, of any violation of any Environmental Requirements upon, about or beneath the Demolition Area or any portion thereof in conjunction with the performance of this contract.

3.1.3 Hazardous Material; Environmental Liens

Except to the extent necessarily used in the performance of the work under this contract, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Contractor shall not cause, permit or suffer any "hazardous material" or "Hazardous Substance" to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Demolition Area or any portion thereof by Contractor, its agents, employees, subcontractors, suppliers or invitees, or any other person, without the prior written consent of the City and shall demonstrate to the satisfaction of the City that such "hazardous material" or "Hazardous Substance" is necessary to the performance of the work within the scope of this contract and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Contractor shall not create or suffer to exist with respect to the Demolition Area any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Demolition Area, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. ss 9607(1)) or any similar State statute.

3.1.4. Obligation to Remediate

Contractor shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Demolition Area or any other parcel or property which may be required by any federal, state or local governmental agency or political subdivision, which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Demolition Area of any "hazardous material" or "Hazardous Substance" or any violation of Environmental Requirements caused by the presence of and/or work activities or operations conducted by the Contractor or Contractor's agents, employees, subcontractors, suppliers or invitees. Contractor agrees to allow entry upon the Demolition Area by the City, or its agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Contractor's presence, work, activities and/or operations upon or with respect to the Demolition Area and the environmental condition thereof.

In the event that Contractor performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

3.1.5. Obligation to Indemnify, Defend and Hold Harmless

Contractor agrees, on behalf of itself, its successors, assigns and guarantors, to fully defend, indemnify, reimburse and hold harmless the City from any cost or expense that the City may incur in conjunction with the investigation and/or the remediation of any adverse environmental condition or with the presence or release of any "hazardous material" or "Hazardous Substance" upon the Demolition Area caused by or attributable to Contractor's presence, in whole or in part, work activities and/or operations upon the Demolition Area. Contractor further, on its behalf and on behalf of its successors, assigns and guarantors, agrees to fully indemnify, defend, reimburse and hold harmless the City from the burden and expense of defending all claims, suits and administrative or regulatory proceedings that may occur in relation to any claimed adverse environmental condition upon the Demolition Area or any other parcel or property caused by or attributable to tenant's presence and/or activities or operations upon the Demolition Area, in whole or in part. The foregoing obligation applies even if such claims, suits or proceedings are groundless, false or fraudulent, and further includes the obligation of fully and promptly paying and discharging (when they may become due) any and all judgments, penalties or other sums that might be assessed upon the City as a result of any such claims, suits or proceedings.

3.2.0 General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Commissioner shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of the Contract Documents. The Commissioner will give the Contractor notice of observed noncompliance with the Contract Documents with reasonable promptness.

3.3.0 Indemnification of City and Commissioner

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Milwaukee, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the City of Milwaukee on account of injury or death of any person or persons or damage to any property occurring directly or indirectly, in whole or in part, from the performance or lack of performance of work hereunder, or negligence or carelessness, by the Contractor or its employees, agents or servants, including, without limitation, claims, costs, damages, expenses, fines, fees and/or penalties related to Hazardous Substances, or environmental liability. The indemnifications contained herein shall survive the completion of the work.

The City of Milwaukee shall tender the defense of any claim or action at law or in equity or regulatory proceeding, arising, in whole or in part, out of or otherwise related to any act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim, action or regulatory proceeding without cost or expense to the City of Milwaukee.

3.4.0 Disputes

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) calendar days of commencement of the dispute, be presented in writing by the Contractor to the Commissioner for decision. All papers pertaining to claims shall be filed by the Contractor in quadruplicate. Such notice should detail the amount of the claim if known, and shall state the facts

surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within ten (10) days shall be deemed to have been waived in writing, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) calendar days of its commencement, the claim will be considered only for a period commencing ten (10) calendar days prior to the receipt by the Commissioner of notice thereof.

The Contractor shall submit in detail the claim and proof thereof. Each decision by the Commissioner will be in writing and will be mailed to the Contractor by certified mail, return receipt requested.

If the Contractor does not agree with any decision of the Commissioner he shall in no case allow the dispute to delay the work but shall notify the Commissioner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

3.5.0 Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the advance written consent of the Commissioner; provided, however, that assignments of contract proceeds to banks, trust companies, or other financial institutions may be made without the consent of the Commissioner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

3.6.0 Insurance

A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirement is to be provided to the Commissioner. Certification shall state that the insurance policies issued to the Contractor meet the requirements as outlined below. All certificates are to be provided prior to final execution of this Contract. If the Contractor does not comply with this provision of the Contract, the City of Milwaukee has the authority to declare this Contract terminated.

The City, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/ies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. We will mail the notice at least 30 days before the effective date of our action.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form.

If subcontractors are used, each must meet all of the requirements herein.

B. The minimum insurance requirements are as follows:

(1) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit occurrence	\$1,000,000 each
Products - Completed Operations Aggregate aggregate	\$2,000,000
Medical Expense	\$ 5,000 each person

Coverage must be equivalent to ISO form CG0001 or better.

The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

The policy shall include independent contractors (owners/contractors protective) and contractual liability.

Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

"If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance."

Coverage shall apply to the risks associated with or arising out of the services provided under this contract, including but not limited to asbestos abatement, lead abatement and air, ground or water pollution.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Uninsured/Underinsured Motorists	\$1,000,000 each accident
Medical Expense	\$ 5,000 each person

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).

Coverage shall include contractual liability for risks assumed in this contract.

(4) Umbrella (Excess) Liability	\$5,000,000 per occurrence
Umbrella (excess) Liability	\$5,000,000 aggregate

The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages.

C. Worker's Compensation Insurance

The Contractor shall carry or require that there be carried Worker's Compensation insurance for all employees and those of any subcontractors engaged in work at the site, in accordance with State of Wisconsin Worker's Compensation Laws, Chapter 102, Stats.

D. Proof of Coverage

Before a contract will be awarded to it, the Contractor shall submit evidence of the insurance coverage required above to the Commissioner for review and approval.

The policies shall be scheduled on approved forms, and approved as to form and execution by the City Attorney's Office. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City Attorney, and shall be kept in force until the Contractor's work is accepted by the Commissioner. Contracts of insurance (covering all operations under this contract) which expire before the completion of all work to be performed under this contract shall be renewed and extended at least up through and including the date of such completion and evidence submitted to the Commissioner for approval.

E. Additional Requirements

The Contractor's policies of insurance, except for Worker's Compensation, shall specifically name the City of Milwaukee as an additional insured.

The said insurance carrier shall be authorized to sell insurance in the State of Wisconsin and shall submit its agent's license with the certificate. Such certificate of insurance shall also have affixed thereto an affidavit setting forth that no officer, official or employee of the City has any interest, directly or indirectly, in any premium, commission or fee, or furnishing of such certificate of insurance.

Any insurance provision listed herein requiring a change in the types or amounts of coverages previously required of contractors shall become effective on the next policy renewal date for all existing policies in effect on the date the contract is entered into.

F. Indemnification

The Contractor shall indemnify, defend and hold harmless the City of Milwaukee, its officers, employees, and agents, against all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor or the Contractor's agents, employees, or workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work. Further, the Contractor shall indemnify and hold the city harmless for all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from the acts, errors, omissions and negligence of the Contractor, including but not limited to defective or careless work methods.

3.7.0 Open Records Law

Contractor understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Ss 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records (including those of any Subcontractor) that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

4.0.0 Sample Forms

4.1.0 Contract Form

Executed in Triplicate

CONTRACT #360-08-0

VENDOR #

CONTRACT FOR LANDSCAPING OF DEMOLITION SITES FOR THE
DEPARTMENT OF NEIGHBORHOOD SERVICES

THIS AGREEMENT made this _____ day of _____, 2016, by and between , _____, a corporation organized and existing under the laws of the State of Wisconsin hereinafter called the "Contractor", and the City of Milwaukee, acting through the Commissioner of the Department of Neighborhood Services, hereinafter called the "Commissioner".

WITNESSETH, that the Contractor and the Commissioner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the landscaping of vacant lots in an efficient and workmanlike manner all in strict accordance with the Contract Documents, including all Addenda, all as prepared by the Department of Neighborhood Services of the City of Milwaukee.

ARTICLE 2. The Contract Price. The Commissioner will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions as provided in the Section CHANGES IN THE WORK under GENERAL CONDITIONS, sec. 2.11.0, the sum of (\$),

ARTICLE 3. Contract. The executed contract documents shall consist of the following:

- | | |
|-------------------------|--|
| a. This agreement | d. Signed copy of Request for Proposal |
| b. Addenda (if any) | e. General Conditions |
| c. Request for Proposal | f. Legal Conditions |

THIS AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. This contract shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

Attest:

Witnesses:

_____ By
_____ Title

CITY OF MILWAUKEE

DEPARTMENT OF NEIGHBORHOOD SERVICES

_____ By
Commissioner

COUNTERSIGNED:

EXAMINED AND APPROVED AS TO
FORM AND EXECUTION THIS
_____ DAY OF _____,
2016

BY
CITY COMPTROLLER

ASSISTANT CITY ATTORNEY

DATE:

CERTIFICATIONS

I, _____, certify that I am the _____ of the Corporation named as Contractor herein, that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate Seal

(Please print or type the names underneath all signatures)

4.2.0

PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we

_____ ,

as PRINCIPAL, of

(City) (State) (Street and Number)

and _____ ,

of _____ , as SURETY, are held and firmly bound
(Home Office)

unto the Department of Neighborhood Services of the City of Milwaukee, Milwaukee, Wisconsin, hereinafter called the "Building Inspector," in the penal sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract, hereto attached with the Building Inspector, Dated _____, 20____.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Building Inspector with or without notice to the surety and during the life of any guaranty required under the contract and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made; and also, if the PRINCIPAL shall promptly pay all wages of laborers, workers, or mechanics to be employed by him for all work done or labor performed, or who may be employed by any subcontractor in the work called for by said contract and any and all modifications of said contract; and also, if the PRINCIPAL shall promptly pay all furnishers of material, supplied to himself, or by subcontractors, or furnished to subcontractors, and used in the construction, erection, alteration, or repairs of the work called for by said contract and any and all modifications of said contract; and also, if the PRINCIPAL shall pay or cause to be paid all sums due for materials or supplies furnished to said contractors, or any subcontractor, for use in machines used by the contractor, or any subcontractor in the construction, erection, alteration or repair of the work specified in the said contract and any and all modifications of said contract and also, if the PRINCIPAL shall fully secure, protect, and indemnify the said Building Inspector, its legal successors and representatives from all liability in the premises, including all costs of Court and attorney's fees, made necessary or arising from the failure, refusal or neglect of the aforesaid PRINCIPAL to comply with all of the obligations assumed by said PRINCIPAL or any subcontractors in the connection with the performance of said contract, and any and all such modifications of said contract; and also if the PRINCIPAL shall deliver all the work called for by said contract of the PRINCIPAL with the Building Inspector free from any and all claims, liens and expenses, and in accordance with the terms and provisions of said contract and any and all modifications of said contract; then this said bond shall become null and void, and otherwise it shall remain in full force and effect.

The undersigned SURETY does further hereby consent and yield to the jurisdiction of the state civil courts of the County of Milwaukee, of the State of Wisconsin, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned SURETY. The PRINCIPAL and SURETY severally and jointly agree that this bond, and the undertakings contained herein, are for the benefit of any and all subcontractors and other persons furnishing materials or labor to the contractor or for the performance of the PRINCIPAL of said contract with the Building Inspector, as originally executed by said PRINCIPAL and the Building Inspector or as thereafter modified, and that any such

subcontractor or persons furnishing labor or materials may bring suit on this bond or any undertaking herein contained, in the name of the Building Inspector against the said PRINCIPAL and SURETY or either of them.

No modifications, omissions or additions, in or to the term of said contract, the plans or specifications, or the manner and mode of payment, shall in any manner affect the obligations of the undersigned SURETY in connection with the aforesaid contract. Notice to the SURETY of any and all modifications in said contract of the PRINCIPAL with the Building Inspector, and of any additions or omissions to or from said contract are hereby waived by the SURETY.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

(Principal)

(Business Address)
Affix corporate seal

By _____

Attest: _____ Title _____

(Corporate Surety)

(Business Address)
Affix corporate seal

By _____

Title _____

The rate of premium on this bond is _____ Dollars per thousand.

The total amount of premium charged is _____ Dollars (\$ _____).

(The above is to be filled in by SURETY)

(Power-of-attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am an officer of the corporation named as PRINCIPAL in the within bond; that _____ who signed the said bond on behalf of the PRINCIPAL was then _____ of said corporation; that I know his or her signature, and his or her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

Affix corporate seal

4.3.0

A F F I D A V I T

(With Performance and Payment Bond)

STATE OF WISCONSIN)

) ss.

MILWAUKEE COUNTY)

_____, being
first duly sworn, on oath deposes and says that he/she
is _____

(attorney-in-fact or agent)

of _____

(Bonding Company)

surety on the attached contract, executed

by _____

(Contractor)

Affiant further deposes and says that no employee of the Department of
Neighborhood Services of the City of Milwaukee, and no city official, or city
employee, of the City of Milwaukee has any interest, directly or indirectly, or is
receiving any premium, commission, fee, or other thing of value, on account of the
sale or furnishing of this bond, undertaking or contract of indemnity, guaranty,
or suretyship, in connection with the above mentioned contract.

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public, Milwaukee Co. Wisconsin
My commission expires _____

performance bond

AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) S/He is _____ of

(owner, partner, officer, representative, or agent)

_____, herein referred to as the "Subcontractor";

(2) S/He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to

_____, the Contractor for certain work in connection with the Landscaping Contract #_____

for the Department of Neighborhood Services of the City of Milwaukee, Wisconsin;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other proposer, firm, or person to fix the prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Subcontractor also agrees to comply with the applicable regulations, amendments, or modifications of:

A. Equal Employment Opportunity Clause as stated elsewhere in this contract pursuant to Section 116 of the Housing Act of 1949, as amended and Executive Order Number 11246 of September 28, 1965, and 11375 of October 13, 1967.

B. Federal Labor Standards Provisions marked HUD-3200 as amended.

C. "So-Called Anti-Kickback Act and Regulations Promulgated Pursuant Thereto by the Secretary of Labor, United States Department of Labor."

(Signed) _____

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

Title

My commission expires: _____

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____)
)SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) S/he is _____,
(owner, partner, officer, representative or agent)
of _____, the Proposer that has submitted the attached
Proposal.
- (2) S/he is fully informed respecting the preparation and contents of the attached Proposer and of
all pertinent circumstances respecting such Proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or
person to submit a collusive or sham Proposal in connection with the Contract for
which the attached Proposal has been submitted or to refrain from proposing in
connection with such Contract, or has had or will have communication or conference
with any other Proposer, firm or person to fix the price or prices in the attached
Proposal or of any other Proposer or to fix the overhead, profit or cost element of the
price or the price of any other Proposer, or to secure through any collusion, conspiracy,
connivance or unlawful agreement any advantage against the Department of
Neighborhood Services of the City of Milwaukee or any person interested in the
proposed Contract.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me _____
this ___ day of _____, 20__

Title

Title

My commission expires: _____

PROPOSAL

PROPOSAL MUST INCLUDE:

- THIS COMPLETED FORM (4 pages)
- COMPLETED NON-COLLUSION AFFIDAVIT
- COMPLETED OFFICE OF SMALL BUSINESS DEVELOPMENT FORM A-COMPLIANCE PLAN
- COMPANY'S RESUME WITH TRAINING AND EXPERIENCE

ALL DOCUMENTS MUST BE SUBMITTED IN A SEALED ENVELOPE TO THE DEPARTMENT OF NEIGHBORHOOD SERVICES, ATTENTION: MARGE PIWARON, 841 NORTH BROADWAY, ROOM 105, MILWAUKEE, WISCONSIN 53202 BY 9:00 A.M. CENTRAL TIME ON **TUESDAY, March 1, 2016**. LATE OR INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED.

COST OF SERVICES

Prices must be provided for both prevailing wage and non-prevailing wage contract costs. Failure to fill in all cost fields with numerical values will cause your proposal to be rejected as incomplete and nonresponsive.

Basic Site Restoration:
(average of 150 per year)

-Square foot Cost of Seeding
(includes all requirements in SECTION 1.3.0 SCOPE OF WORK)

Prevailing Wage Cost per square foot: _____

Non-Prevailing Wage Cost per square foot: _____

-Cost to provide and install additional fill/placement of berm

Prevailing Wage Cost per cubic yard: _____

Non-Prevailing Wage Cost per cubic yard: _____

-Cost to provide and install Erosion Control Mat

Prevailing Wage Cost per square yard: _____

Non-Prevailing Wage Cost per square yard: _____

Short-noticed Emergency Stabilization of Sites/Erosion Control Measures:
(Approximately 20 per year)

-Cost to provide and install Erosion Control Mat

Prevailing Wage Cost per square yard: _____

Non-Prevailing Wage Cost per square yard: _____

-Cost to provide and install Erosion Fence

Prevailing Wage Cost per linear foot: _____

Non-Prevailing Wage Cost per linear foot: _____

PROPOSAL

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**Short-noticed Priority Sites requiring quick turn around
(Approximately 30 per year)**

**-Square foot Cost of Seeding
(includes all requirements in SECTION 1.3.0 SCOPE OF WORK)**

Prevailing Wage Cost per square foot: _____

Non-Prevailing Wage Cost per square foot: _____

-Cost to provide and install additional fill/placement of berm

Prevailing Wage Cost per cubic yard: _____

Non-Prevailing Wage Cost per cubic yard: _____

-Cost to provide and install Erosion Control Mat

Prevailing Wage Cost per square yard: _____

Non-Prevailing Wage Cost per square yard: _____

ABILITY TO MEET THE CITY'S NEEDS:

-Total number of calendar days required after referral of a single parcel (4,700 square foot) to complete **Basic Site Restoration** per requirements in SECTION 1.3.0 SCOPE OF WORK (assuming best weather conditions).

_____ days

-Total number of calendar days required after referral of a group of 10 scattered parcels (4,700 square foot each) to complete **Basic Site Restoration** per requirements in SECTION 1.3.0 SCOPE OF WORK (assuming best weather conditions).

_____ days

-Total number of calendar days required after referral of a single parcel (4,700 square foot) to complete **Short-noticed Priority Site Restoration** per requirements in SECTION 1.3.0 SCOPE OF WORK (assuming best weather conditions).

_____ days

-Total number of hours required after referral of a single parcel (4,700 square foot) to complete **Short-noticed Emergency Stabilization** of sloping site. Assume 160 linear feet of erosion control fencing and 260 square yards of erosion mat.

_____ hours

PROPOSAL
page 3

-Availability to work before and beyond typical April through October season if weather permits.

-Ability to address removal of minor improvements(retaining walls, small concrete slabs, fencing, posts, etc..), trees, shrubs from parcels as occasionally needed.

-Please explain how you will achieve or exceed the requirements of Small Business Enterprise (SBE) Participation per Chapter 370 of the Milwaukee Code of Ordinances. Specify how subcontractors will be utilized throughout the term of the contracts.

FTE REPORTING FORM SAMPLE

DNS Form 9490T

DNS CONTRACT #: DNS-2011-66

PARCEL ADDRESS: 841 North Broadway

INVOICE #: 8686

DATE OF INVOICE: 08/25/2011

TOTAL HOURS WORKED BY JOB CLASSIFICATION

This project was funded through the American Recovery & Reinvestment Act (ARRA) and/or the US Department of Housing and Urban Development. This form must be completed and submitted by the prime contractor for each parcel. **Failure to provide this information WILL result in delay of payment.**

You must list everyone, including all subcontractors, who performed work at this parcel.

Job Classifications should be documented as defined by Wisconsin Department of Workforce Development's "Dictionary of Occupational Classifications and Work Descriptions"

List total number of man-hours worked for each employee per each job classification worked. Do not put more than one name or more than one job classification in a box. Use a separate line for each worker /job classification. **DO NOT** list wages or benefits earned.

Worker Name	Job Classification	Date Work Performed	Total Hours Worked
Miles Pergaluns	Asbestos Abatement Worker	10/20/2011	21
Bob Fraples	Asbestos Abatement Worker	10/22/2011	13
Amanda Huggenkis	Plumber	10/20/2011	6
Miles Pergaluns	Operator Backhoe under 130,000lb	10/01/2011 – 10/25/2011	45
Amanda Huggenkis	Operator Crane over 100 ton	10/05/2011	20
Bob Fraples	Truck Driver 3 or more axel	10/13/2011 – 10/30/2011	60
Anita Baath	Cement Mason	10/20/2011	8
Anita Baath	Laborer general	10/08/2011	10
Miles Pergaluns	Laborer general	10/08/2011	16

I certify that the information provided above is true and accurate.

Signed: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
)SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) S/he is _____ (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid.
- (2) S/he is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has had or will have communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix the overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) Attached and following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the Bidder proposes to use.

Title

Subscribed and sworn to before me
This _____ day of _____, 2015

Title

My commission expires:

FORM B (3/13)
 CITY OF MILWAUKEE DEPARTMENT OF NEIGHBORHOOD SERVICES
 AFFIDAVIT OF COMPLIANCE WITH THE
 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

RFP due 03/01/2016

The proposer's minimum commitment for SBE participation on this project is as follows:

REQUIRED OVERALL PROJECT PARTICIPATION			
SBE		25%	

The Commissioner of the Department of Neighborhood Services reserves the right to reject and disqualify any proposal that does not achieve the percentage requirement for this project. This also applies if the undersigned contractor fails to comply with the City's requirements as outlined in the SBE provisions.

The undersigned hereby states that s/he has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached proposal or selection of subcontractors and/or material suppliers for such proposal.

The undersigned acknowledges, understands and agrees that submission of a proposal shall commit the proposer to comply with the City's SBE policy to achieve the City's stated percentage requirements for SBE participation on this contract, including submission of the information required by the proposed schedule of subcontractors and/or material suppliers.

CONTRACTOR AFFIRMS THAT THEY WILL MEET THE FOLLOWING MINIMUM SBE PROGRAM REQUIREMENTS: (PROPOSER MUST WRITE IN PERCENTAGE AND SUBMIT WITH PROPOSAL DOCUMENTS.)

SBE: _____ %

The undersigned also states that all the submitted SBE information is true and correct to the best of his/her knowledge.

 Authorized Signature

 Date

Printed Name

Title

Company Name

STATE OF WISCONSIN)
 COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, _____,

_____ who acknowledges that s/he executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, Milwaukee County, WI

My Commission expires:

**City of Milwaukee
Department of Public Works
Local Business Enterprise Provisions**

I. General:

- A. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities of the Department of Public Works, unless contrary to federal, state or local law or regulation. To this end, the Commissioner of Public Works, as a contracting officer of the City, will apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. Bidders seeking the Local Business Enterprise preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.
- C. Sanctions – If any document submitted to the city by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the Commissioner of Public Works, may direct the imposition of any of the following sanctions on the offending contractor:
1. Withholding of payment.
 2. Termination, suspension or cancellation of the contract in whole or in part.
 3. Denial to participate in any further contracts awarded by the City.
- D. Penalty – Any person, firm or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution.
- E. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City Ordinances relating to the participation of Local Business Enterprises. Following the opening of any bid where the Commissioner has considered compliance with such City Ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee, and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

II. Definitions:

- A. Local Business Enterprise means a business which satisfies all of the following criteria:
1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
 2. A residential address may qualify, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
 3. Leased property may qualify but only if at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
 4. Has been doing business in the City of Milwaukee for at least one (1) year.
 5. Is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
 6. Will perform at least 10% of the monetary value of the work required under the contract.

III. Local Business Enterprise requirement:

- A. Department of Public Works shall, unless contrary to federal, state or local law or regulation, apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. If the bids of two or more Local Business Enterprises do not exceed the lowest bid by more than 5%, the contract shall be awarded to the Local Business Enterprise that submitted a bid that exceeded the lowest bid by the smallest amount.
- C. If a bid submitted by a non-Local Business Enterprise and a bid submitted by a Local Business Enterprise are identical, the contract shall be awarded to the Local Business Enterprise, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- D. If two bids submitted by two Local Business Enterprises are identical, the winner will be determined in accordance with the process for tie-breakers as established by the city purchasing director.
- E. If the difference between the low bidder's amount and the lowest Local Business Enterprise amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in section III-A shall not apply.
- F. Paragraph III-A shall only be applied to the "base bid".



DEPARTMENT OF NEIGHBORHOOD SERVICES
CONTRACT DIVISION

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE**

IMPORTANT: This form must be submitted with your bid to be considered for LBE status.

Bid/RFP #: _____
Company Name: _____
Address: _____
City, State, Zip _____

This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

1. The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. The business will perform at least 10% of the monetary value of the work required under the contract.

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

If applicable, initial here _____ if criteria in #3 above is satisfied.
Initial

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature: _____

Printed Name: _____

Date: _____

NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year
_____, at _____ County,
_____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID TO:
DEPT. OF NEIGHBORHOOD SERVICES
841 NORTH BROADWAY, ROOM 105
MILWAUKEE, WISCONSIN 53202



DEPARTMENT OF NEIGHBORHOOD SERVICES
CONTRACT DIVISION

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
BUSINESS PROPERTY LOCATION FORM**

Important Note: This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # _____

Property Location 1 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

Property Location 2 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

Property Location 3 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

Property Location 4 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM WITH YOUR BID TO:

DEPT. OF NEIGHBORHOOD SERVICES
841 NORTH BROADWAY, ROOM 105
MILWAUKEE, WISCONSIN 53202

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/8/2016

DETERMINATION NUMBER: 201600002

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

PROJECT NAME: ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MILWAUKEE

PROJECT LOCATION: MILWAUKEE CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MILWAUKEE-DEPT OF PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	<p>Time and one-half must be paid for all hours worked:</p> <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. <p>Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.</p> <p>A DOT Premium (discussed below) may supersede this time and one-half requirement.</p>
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
102	Boilermaker	30.21	21.97	52.18
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 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.	36.74	19.26	56.00
104	Cabinet Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
105	Carpenter Future Increase(s): Add \$1.65/hr on 6/1/2016. 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.	35.28	20.96	56.24
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
107	Cement Finisher Future Increase(s): Add \$1.45 on 05/31/2016	32.88	19.88	52.76
108	Drywall Taper or Finisher Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	30.42	21.19	51.61
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.	35.13	23.19	58.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	24.73	19.69	44.42
112	Fire Sprinkler Fitter	39.66	21.11	60.77
113	Glazier Future Increase(s): Add \$.90/hr eff. 06/01/2016	34.45	18.99	53.44
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.77	23.72	54.49
117	Lather	34.13	20.61	54.74
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	35.89	18.77	54.66
121	Metal Building Erector	19.00	2.00	21.00
122	Millwright Future Increase(s): Add \$1.35/hr on 6/1/2016.	29.78	26.38	56.16
123	Overhead Door Installer	28.73	0.00	28.73
124	Painter Future Increase(s): Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	30.07	21.19	51.26
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver Future Increase(s): Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.58	27.54	58.12
127	Pipeline Fuser or Welder (Gas or Utility)	41.01	21.54	62.55
129	Plasterer	30.22	20.53	50.75

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
130	Plumber Future Increase(s): Add \$2/hr on 6/1/16; Add \$2/hr on 6/1/17.	39.62	20.12	59.74
132	Refrigeration Mechanic Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
133	Roofer or Waterproofer	29.65	18.61	48.26
134	Sheet Metal Worker	37.91	21.05	58.96
135	Steamfitter Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
137	Teledata Technician or Installer 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.	26.00	17.74	43.74
138	Temperature Control Installer	41.01	21.54	62.55
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic Future Increase(s): Add \$1.45 on 06/06/2016	31.59	19.60	51.19
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	30.18	17.34	47.52
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.47	18.70	53.17
203	Three or More Axle	20.00	18.19	38.19
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	19.15	52.17
205	Pavement Marking Vehicle	20.00	18.19	38.19
207	Truck Mechanic	20.00	18.19	38.19

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	29.01	17.39	46.40
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	14.00	11.63	25.63
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
314	Railroad Track Laborer	17.00	5.43	22.43
315	Final Construction Clean-Up Worker	29.01	17.39	46.40

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
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 \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
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 \$1.60/hr on 5/30/2016.	35.22	19.15	54.37
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
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.	36.72	21.15	57.87

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. 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.	41.66	20.65	62.31
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	41.16	20.65	61.81
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). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.66	20.65	61.31

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	39.97	20.65	60.62
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.	38.09	20.65	58.74
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.	32.94	20.65	53.59
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	34.76	20.30	55.06
516	Fiber Optic Cable Equipment	21.00	0.00	21.00

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		
		HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	35.89	18.77	54.66
105	Carpenter	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): 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.	31.44	22.39	53.83
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver	30.11	26.51	56.62
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$2.29 for bottomman; Add \$2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$5.44 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.	29.73	18.32	48.05
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	19.31	15.21	34.52
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
314	Railroad Track Laborer	17.00	5.43	22.43

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): Add \$.25/hr for operating tower crane.	37.31	20.80	58.11
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Add \$.25/hr for operating tower crane.	36.36	20.80	57.16

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
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. Premium Increase(s): Add \$.25/hr for operating tower crane.	33.91	20.80	54.71
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	31.89	20.15	52.04
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36
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.	36.72	21.15	57.87
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.	36.72	21.15	57.87

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	FRINGE BENEFITS MUST BE PAID ON <u>All</u> Hours Worked	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
			\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason		31.55	18.52	50.07
105	Carpenter		34.13	20.71	54.84
107	Cement Finisher Future Increase(s): 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.		33.95	19.88	53.83
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.		35.13	23.19	58.32
111	Fence Erector		35.62	0.00	35.62
116	Ironworker		30.77	23.72	54.49
118	Line Constructor (Electrical)		40.81	18.06	58.87
124	Painter		29.87	18.79	48.66
125	Pavement Marking Operator		30.27	19.83	50.10
126	Piledriver		30.11	21.09	51.20
133	Roofer or Waterproofer		30.40	2.23	32.63
137	Teledata Technician or Installer		25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner		34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)		36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY		36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		32.65	15.67	48.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	36.72	21.15	57.87
203	Three or More Axle 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.	25.78	18.96	44.74
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	30.82	21.85	52.67
205	Pavement Marking Vehicle	23.82	17.72	41.54
206	Shadow or Pilot Vehicle	25.28	18.31	43.59
207	Truck Mechanic	25.28	18.31	43.59

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / 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).	27.51	20.63	48.14
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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).	27.51	20.63	48.14
304	Flagperson or Traffic Control Person	23.55	20.03	43.58
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
314	Railroad Track Laborer	17.00	5.43	22.43

**HEAVY EQUIPMENT OPERATORS
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
531	<p>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; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	38.27	21.85	60.12
532	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With 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 Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; 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, 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 Wlth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); 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 Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
534	<p>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); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.01	21.85	58.86
535	<p>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.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	36.72	21.85	58.57
536	Fiber Optic Cable Equipment.	21.00	0.00	21.00
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	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.	41.65	21.71	63.36

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
539	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.	36.72	21.15	57.87
540	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.	36.72	21.15	57.87

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

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.89	18.77	54.66
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. 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.	33.02	17.12	50.14
107	Cement Finisher	34.95	19.38	54.33
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	30.77	23.72	54.49
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	29.62	20.74	50.36
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. 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.	33.56	17.12	50.68
133	Rofer or Waterproofer	29.65	18.61	48.26
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	19.00	0.00	19.00
206	Shadow or Pilot Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	29.01	17.39	46.40
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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).	27.51	20.63	48.14
304	Flagperson or Traffic Control Person	19.31	15.21	34.52
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53

314	Railroad Track Laborer	17.00	5.43	22.43
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**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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 \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/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://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.27	21.85	59.12
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
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.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	21.00	0.00	21.00
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
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.	36.72	21.15	57.87
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.	36.72	21.15	57.87

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	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.	36.67	19.78	56.45

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
552	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.</p>	37.77	21.85	59.62
553	<p>Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.72	21.50	58.22

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	36.72	21.50	58.22
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	21.00	0.00	21.00

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
101	Acoustic Ceiling Tile Installer	34.13	20.79	54.92
102	Boilermaker	30.21	21.97	52.18
103	Bricklayer, Blocklayer or Stonemason	30.00	2.54	32.54
104	Cabinet Installer	20.00	0.46	20.46
105	Carpenter	32.80	0.00	32.80
106	Carpet Layer or Soft Floor Coverer	24.04	4.89	28.93
107	Cement Finisher	25.00	12.00	37.00
108	Drywall Taper or Finisher	20.00	0.00	20.00
109	Electrician	27.00	6.24	33.24
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	17.00	0.17	17.17
112	Fire Sprinkler Fitter	39.66	21.11	60.77
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	17.00	0.00	17.00
115	Insulator (Batt or Blown)	17.12	6.68	23.80
116	Ironworker	24.30	14.25	38.55
117	Lather	32.80	0.00	32.80
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	30.00	2.54	32.54
121	Metal Building Erector	13.60	6.57	20.17
123	Overhead Door Installer	26.00	5.11	31.11
124	Painter	28.84	7.83	36.67
125	Pavement Marking Operator	30.00	19.61	49.61

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
129	Plasterer	22.00	0.00	22.00
130	Plumber	38.37	5.96	44.33
132	Refrigeration Mechanic	28.50	2.56	31.06
133	Roofer or Waterproofer Future Increase(s): Add \$1.25/hr eff. 06/01/2016	30.45	18.60	49.05
134	Sheet Metal Worker	26.13	17.37	43.50
135	Steamfitter	15.00	2.04	17.04
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	21.42	7.84	29.26
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic	31.55	18.26	49.81
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	31.00	0.00	31.00
143	Tuckpointer, Caulker or Cleaner	25.00	2.99	27.99
146	Well Driller or Pump Installer	29.00	0.00	29.00
147	Siding Installer	17.00	0.65	17.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	20.00	0.42	20.42
203	Three or More Axle	18.75	2.00	20.75
205	Pavement Marking Vehicle	18.75	2.00	20.75
207	Truck Mechanic	18.75	2.00	20.75

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	20.00	8.29	28.29
302	Asbestos Abatement Worker	18.00	5.52	23.52

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper	22.61	0.00	22.61
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); 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 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; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, TImbco, Tree Shear, Tub Grinder, Processor; 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; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); 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); Winches & A-Frames.	25.00	9.78	34.78
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 5/30/2016.	34.17	19.15	53.32

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

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. 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
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

12/22/2015

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

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

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

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

http://dwd.wisconsin.gov/er/prevaling_wage_rate/pw_online_determinations.htm

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

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

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

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

POST THE WHITE SHEET

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

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

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

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

State of Wisconsin - Department of Workforce Development

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
	or 8095 NW 64 th St Miami, FL 33166					
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65 th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
Gjolaj, Ded	See, Horizon Bros Painting Corp					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
John's Concrete	See, Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	See, Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22 nd Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
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
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					

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

PREVAILING WAGE – Contractors

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

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

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

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

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

List of Agents and Subcontractors

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

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Request to Employ Subjourneyperson

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

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

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

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

Requester Signature	Date Signed
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MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708
OR
 FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request.**
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

NOTE: Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

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

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

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

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
<p>Covered employees</p>	<p>Truck drivers & Other workers & Contractors</p>	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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.</p>