

Return before: 4:00 p.m. on November 12th, 2018

To: Board of Trustees
% Business Office
Milwaukee Public Library
814 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

**PROJECT MPL#18-010
Official Bid Form**

**BOARD OF TRUSTEES OF THE
MILWAUKEE PUBLIC LIBRARY
REQUESTS BIDS FOR
GOOD HOPE BRANCH CONSTRUCTION**

1. **GENERAL DIRECTIONS TO BIDDERS**

PROPOSALS submitted to the Board of Trustees, Milwaukee Public Library, City of Milwaukee, Wisconsin.

The contract will be awarded to the qualified responsible bidder who submits the lowest bid per the requirements stated in the bidding documents. If the actual cost of a contract exceeds \$50,000, the Board of Trustees of the Milwaukee Public Library shall have the final award authority. The Board of Trustees of the Milwaukee Public Library reserves the right to award contract(s) in whole or in part; to reject any or all proposals; to waive irregularities in any proposal; or to accept any proposal which will be to the best interest of the Board.

- A. In conformity with the Official Notice, listed herein, the undersigned bidder, having examined site(s) of the work and the contract documents, and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed hereunder, and if its proposal is accepted agrees to execute the proposed contract and furnish the required bond for the completion of said work, at the locations and for the prices set forth on the inside pages of this form. Contractor further assures that if the Contractor's performance is contingent upon the acts of another party, the Contractor has the necessary commitment to complete the contract. Payments to Contractor will be made pursuant to the Construction Monitoring and Disbursement Agreement, copies available upon request.

The undersigned bidder deposits herewith cash, a certified check payable to the order of the Board of Trustees, Milwaukee Public Library, City of Milwaukee, Wisconsin, or an approved licensed surety corporation bid bond, when a bid bond is indicated in said notice, in the sum designated in said notice, and hereby agrees that in the event the undersigned bidder shall fail to execute in quadruplicate the contract with approved licensed surety corporation bound thereto and return the same to the office of the Library Director within 10 calendar days after the date appearing upon the written notice by the Library Director of the acceptance of this bid, or extension thereto as the Library Director only may deem reasonable, then said cash or certified check shall be retained and become the property of the Milwaukee Public Library as fixed and liquidated damages or said bond shall be prosecuted in the name of the said Milwaukee Public Library, and judgment recovered thereon for the full amount of the penalty thereof as liquidated damages, in any court having jurisdiction of the actions; otherwise said cash or certified check shall be refunded or the bid bond shall be void.

- B. After forms are completed, place originals and one set of copies in the provided return envelope. Place contractor's return address and telephone number on the upper left-hand corner of the provided envelope.
- C. **A public bid opening will be held at the Central Library, 814 West Wisconsin Avenue, Milwaukee, Wisconsin, Trustee's Room on the Third Floor on November 12, 2018 at 4:45 p.m.**

2. **WORK SCHEDULE**

- A. Bidders shall begin and complete construction as indicated. All dates and time limits as listed shall be binding.
- B. Contract start date: January, 2019 (Commencement of Submittals and Material/Equipment Reviews and Approvals: Immediately Upon Award) with Anticipated Dry-In Date from Core & Shell Developer: April 1, 2019
- C. Substantial Completion: On or before September 21st, 2019. (Construction Start Date: On or Before April 15, 2019)
- D. Can you complete all work within the limits indicated?

Yes ___ No ____

If answer is NO, state additional calendar days needed.

_____ days _____ days
(Written) (Repeat in Figures)

3. **PROPOSAL**

I/We _____
(a corporation, a partnership, an individual - cross out inapplicable)

of _____
Street City County State ZIP

Telephone No.: _____ Fax No.: _____

hereby agree to execute the proposed contract and to furnish proof of insurance in the amount specified and, if contract exceeds \$50,000, satisfactory payment and performance bonds in the amount specified within 10 days of offering, and to provide all labor and material required for the completion of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents, including Addenda Nos. _____ dated _____.

4. **ADDENDUM RECEIPT**

I/We acknowledge the receipt of Addendum _____ to _____ inclusive.

5. **THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.**

6. If award is obtained, the undersigned bidder agrees to comply with the City of Milwaukee Ordinance requiring disclosure of participation in or profits derived from slavery.

7. In case the award is obtained, the undersigned bidder will employ, subject to the approval of the Board of Trustees, the following sub-contractors, with the SBE status, class and type of work to be performed by each, which list shall not be added to nor altered without the written consent of the Milwaukee Public Library Board. This list must accompany bid form. Finalized list must be provided within five days of bid opening by the qualified responsible bidder who submits the lowest bid per the requirements stated in the bidding documents.

**COMPLIANCE PLAN -CITY OF MILWAUKEE - MILWAUKEE PUBLIC LIBRARY
SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS (SBE PARTICIPATION)**

This form must be completed in its entirety and is a required submission with bid or proposal. All proposed subcontractor(s) and/or material supplier(s) for this project must be shown.

PRIME CONTRACTOR'S NAME: _____ BID OR RFP NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL SBE AMOUNT: _____

NAME OF SUBCONTRACTOR/SUPPLIER ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST CITY OF MIL. CERTIFICATION: SBE	PERCENT OF BID	DOLLAR AMOUNT	WORK PERFORMED/ MATERIAL SUPPLIED	AUTHORIZED SBE OWNER/REPRESENTATIVE SIGNATURE
1.					
2.					
3.					
4.					
5.					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/Proposal responsiveness. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/Proposal nonresponsive.

Contractor Authorized Signature: _____ Print Name & Title: _____

Reviewed By OBSD Analyst: _____ Date: _____

CITY OF MILWAUKEE
MILWAUKEE PUBLIC LIBRARY

AFFIDAVIT OF COMPLIANCE –SMALL BUSINESS ENTERPRISE PROVISIONS

PROJECT NAME _____

FORMAL BID AND/OR RFP NUMBER: _____ DATE: _____

Per the Invitation to Bid the commitment for SBE participation on this project is: **25%**

The Milwaukee Public Library reserves the right to reject and disqualify any invitation to bid which does not achieve the percentage requirements specified for SBE involvement and which fails to comply with the City’s requirements as outlined in the SBE provisions.

The undersigned hereby states that I/We have not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached invitation to bid or in the selection of subcontractor(s) or material supplier(s) for such bid. I/We also, acknowledge, understand, and agree that submission of an invitation to bid or request for proposal shall commit the responder to comply with the City’s SBE participation on this contract, including submission of the information required by the proposed schedule of subcontractor(s)/or material supplier(s) with authorized signature from each SBE utilized on Form A.

I/We hereby states that all of the above information is true and correct to the best of his/her knowledge.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

On this _____ day of _____, 20__ the above named acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of the said company.

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

NOTARY PUBLIC SIGNATURE

PRINT NAME

(SEAL)

My commission expires: _____

FAILURE TO RETURN WITH BID/PROPOSAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

8. BID PROPOSAL:

A. Single Lump Sum Bid _____

For the sum of _____ Dollars (\$ _____)
(Amount in Words) (Repeat in Figures)

B. Alternates _____

1. Install the Maker Space

For the sum of _____ Dollars (\$ _____)
(Amount in Words) (Repeat in Figures)

2. Install the Teen Lounge Cube (including the transparent ramp as a separate line item)

For the sum of _____ Dollars (\$ _____)
(Amount in Words) (Repeat in Figures)

3. Provide/Install the Miscellaneous Finishes Package

For the sum of _____ Dollars (\$ _____)
(Amount in Words) (Repeat in Figures)

4. Install the ADA listening Devices (hearing loop)

For the sum of _____ Dollars (\$ _____)
(Amount in Words) (Repeat in Figures)

5. VAV Units for the IT and Electrical Rooms

For the sum of _____ Dollars (\$ _____)
(Amount in Words) (Repeat in Figures)

9. BIDDER'S OFFICIAL TITLE AND SIGNATURE

This Proposal is submitted by _____
(Bidder)

of _____
Street City State ZIP

a _____
(Sole Trader, Partnership or Corporation)

at _____, Wisconsin. This _____ day of _____, 20_____.

If a Corporation, answer the following:

Incorporated under laws of what state? _____

Name of Bidder

Signature

Title

10. AFFIDAVIT

A. SWORN STATEMENT OF BIDDERS

I, being first duly sworn at _____ on oath, state:

- B. That I have examined and carefully prepared this Proposal from the Plans, Specifications and other contract documents and have checked the same in detail before submitting this proposal.
- C. That I am financially able and have under my jurisdiction the organization and personnel to complete work as shown and specified in strict accord with the terms of the Contract.
- D. This sworn statement is hereby made a part of the foregoing proposal.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

(Signature - Notary Public)

County _____

State of _____

My Commission expires _____

(Signature of Bidder)

(Title, if any)

(Address)

(Telephone Number)

CITY OF MILWAUKEE, WISCONSIN

THE BOARD OF TRUSTEES, MILWAUKEE PUBLIC LIBRARY
LICENSED SURETY CORPORATION BID BOND

PLEASE BE INFORMED, That we, _____

of _____
(Street and Number) (City) (State)

as principal and _____ of _____
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee, Wisconsin, hereinafter called City, and the Board of Trustees, Milwaukee Public Library, hereinafter called Board, the penal sum of _____

_____ Dollars,
to be paid to said Board, its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated _____
_____, 20____, to the Board of Trustees, Milwaukee Public Library, according to Official Notice dated
_____, 20____, of said Board for furnishing all material, equipment, labor and everything necessary for the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said Board, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment of such contract, and return the same to the office of said Board within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses

_____ (Seal)
(Bidder)

By _____
(Name and Title)

Surety Witnesses

_____ (Surety)

By _____
(Attorney-in-Fact or Agent)

(Seal of Surety)

**OFFICIAL NOTICE
FOR BID PROPOSALS**

The Board of Trustees, Milwaukee Public Library, City of Milwaukee, Wisconsin, requests sealed bids for all labor and material required for the Good Hope Branch Construction project as described within the scope of the Contract Documents.

**Project #MPL-18-010
MILWAUKEE PUBLIC LIBRARY
GOOD HOPE BRANCH CONSTRUCTION
7717 W. Good Hope Road
Milwaukee, WI 53223**

Drawings, specifications and other documents may be obtained from the Business Office, Central Library, 814 W. Wisconsin Avenue, Third Floor, between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, October 15 through November 9, 2018.

Contractors are encouraged to attend the pre-bid conference which will be held at 10 a.m. on October 30, 2018 at Central Library, 814 W. Wisconsin Avenue, Community Room 1.

A deposit is required in the amount of Fifteen Dollars (\$15) per set in the form of (1) Check, (2) Cash, or (3) Money Order, as a guarantee that the bidding documents will be returned in "usable condition" within 21 calendar days after the bid opening. Deposit will be refunded upon timely return (i.e., by December 3, 2018) of bidding documents in "usable condition."

Drawings and specifications can also be mailed to prospective bidders for an \$8-per-set, non-refundable handling fee, which must be received prior to mailing. Please note that this \$8-per-set, non-refundable handling fee is in addition to the \$15 per-set deposit and that Milwaukee Public Library will not accept facsimile or photocopies of payment. Payment must be made in the form of (1) Check, (2) Cash, or (3) Money Order only. Checks and money orders should be made payable to **Milwaukee Public Library** and should be mailed to Central Library, Attention: Business Office, 814 W. Wisconsin Avenue, Milwaukee, Wisconsin 53233-2309. To request bid documents and a list of plan holders, please contact Ms. Jackie Jones, Office Assistant, via email to libraryss@milwaukee.gov or at 414-286-3530.

All questions concerning the meaning or intent of the bid documents must be submitted in writing to Ms. Jennifer Meyer-Stearns, Assistant Director of Operations, 814 W. Wisconsin Avenue, Milwaukee, Wisconsin 53233-2309 or via email to jrmeyer@milwaukee.gov. Questions must be submitted not later than **November 2, 2018**. Replies shall be issued by addenda; faxed, emailed or mailed to all parties recorded by the Library Director as having received the bid documents.

All bids shall be addressed to the Board of Trustees, Milwaukee Public Library, 814 West Wisconsin Avenue, Milwaukee, Wisconsin 53233-2309, in the Bid Envelope provided. All bids will be received at the Business Office, Central Library, 814 W. Wisconsin Avenue, Third Floor, until **4:00 p.m. on November 12, 2018**. **The Bid Proposals will be opened publicly on November 12 at 4:45 p.m.**, at Central Library, 814 West Wisconsin Avenue, Trustees Room (Third Floor, West Wing).

Each bid shall be for a fixed sum and must be accompanied by either a Certified Check, Bank Draft, payable to the Board of Trustees, Milwaukee Public Library, or Bid Bond in the amount of ten percent (10%) of the Bid, as a guarantee that the successful bidder will execute and file the proposed Contract and 100% Performance and Payment Bonds within ten (10) days after award of the Contract.

The Bid Security shall be prosecuted in the name of the Board of Trustees, Milwaukee Public Library and judgment recovered thereon for the full amount of penalty thereof as liquidated damages in any court having jurisdiction if the Bid Proposal is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract in the form prescribed with legally-responsible sureties within ten (10) days after such award is made by the Board of Trustees, Milwaukee Public Library.

After bids are opened, no bid may be withdrawn for a period of forty-five (45) working days after the scheduled time of closing without the consent of the Board of Trustees, Milwaukee Public Library. The Bid Security of the bidder to whom a contract is awarded will be released when bidder executes a contract and files a satisfactory bond. The Bid Security of unsuccessful bidders may be retained for a period of forty-five (45) days after the scheduled time of closing bids pending the execution of the contract and bond by the successful bidder.

The bidder to whom a contract is awarded will be required to furnish 100% Performance and Payment Bonds to the City within ten (10) days after award of the contract. The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the Board of Trustees, Milwaukee Public Library. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

The successful bidder should note that prior to entering into a contract the Contractor must complete, or have on file, a Slavery Disclosure Affidavit complying with the requirements of Chapter 310-14 of the Milwaukee Code of Ordinances.

The Contractor shall specifically note the Milwaukee Public Library's 25% SBE and 40 % RPP participation and wage requirements reporting forms. If the forms are not filled out properly, it will be cause for rejection of the Bid. Attention is called to the fact that not less than minimum salaries and wages as set forth in the Contract Documents must be paid on the performance of this work.

If the contractor neglects, fails, or refuses to complete the work within the time specified, or any extension granted by the Owner, the Contractor agrees to pay Owner Five Hundred Dollars (\$500) per calendar day, not a penalty, but as liquidated damages for each day of default. This amount is agreed upon because of the impracticality and difficulty of ascertaining the actual damage to the Owner with respect to inconvenience to the public, added cost of engineering and supervision, and other items, such as services, and user benefits.

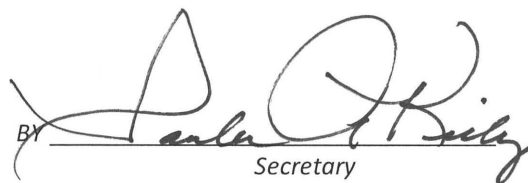
The contract will be awarded to the qualified responsible bidder who submits the lowest bid per the requirements stated in the bidding documents. The Board of Trustees, Milwaukee Public Library reserves the right to reject any or all bids or to waive irregularities in any bid or to accept any bid which will be to the best interest of the Board. Bidders also acknowledge that they will not be compensated for any costs incurred in the preparation of their bid.


Letting of the work herein described is subject to the provisions of Sec. 66.29 and 66.293(3) Wisconsin Statutes, and the President's Executive Order 11246, as amended.

Published by authority of the Board of Trustees, Milwaukee Public Library, City of Milwaukee, Wisconsin.

Signed: Paula A. Kiely, Secretary

*CITY OF MILWAUKEE, represented by
the Board of Trustees, Milwaukee Public Library*


BY  Secretary



CITY OF MILWAUKEE
BOARD OF TRUSTEES
MILWAUKEE PUBLIC LIBRARY

GENERAL SPECIFICATIONS

October 8, 2018



Amended February 8, 2006
Amended July 19, 2007
Amended September 14, 2007
Amended November 5, 2007
Amended January 19, 2010
Amended March 28, 2011
Amended February 20, 2012
Amended June 19, 2013
Amended May 28, 2014

PART I

INSTRUCTIONS TO BIDDERS GENERAL

CHAPTER 1.1.0

1.1.1 Contracting Officer. The contracting officer shall be the Secretary (Library Director) of the Board of Trustees, Milwaukee Public Library, hereinafter referred to as the Library Director and the Library Board (or Board) respectively, representing the City of Milwaukee, a municipal corporation, hereinafter referred to as the City.

1.1.2 Qualifications of Bidders. Qualifications for the project shall be demonstrated by each bidder as requested by the Library Director. Such bidder shall submit within three (3) business days of request by the Library Director, written evidence and documentation of qualifications, including financial capability, appropriate technical experience, satisfactory completion of similar past projects, and evidence of authority to conduct business in the State of Wisconsin.

Investigations deemed necessary by the Library Director will be made to determine the ability of the bidder to perform the work, and the bidder shall furnish the Library Director all such information and data for this purpose as the Library Director may request. The Library Board reserves the right to reject the bid if the bidder does not respond promptly (i.e., within 48 hours) to all requests for information, references, or other requests. Further, bids will be rejected if the evidence submitted by, or investigation of, the bidder fails to satisfy the Library Board that the bidder is responsible and qualified to carry out the obligations on the contract.

1.1.3 Examination of Contract Documents and Site.

- a) Before submitting a bid, each bidder shall:
 - 1) examine all the contract documents thoroughly;
 - 2) visit the site to become familiar with local conditions that may in any manner affect performance of the work;
 - 3) become familiar with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and
 - 4) carefully correlate observations with the requirements of the contract documents.
- b) Before submitting a bid, each bidder shall at bidder expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the contract documents.
- c) The submission of a bid shall constitute a prima facie representation by the bidder that the bidder has complied with every requirement of this paragraph 1.1.3.

1.1.4 Interpretations. All questions about the meaning or intent of the contract documents shall be submitted to the Library Director in writing. Replies shall be issued by Addenda, faxed, mailed or delivered, to all parties recorded by the Library Director as having received the bidding documents. Questions received less than five days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

Failure to request clarification or interpretation of the drawings and specification will not relieve the successful bidder of responsibility to complete the contract.

1.1.5 Bid Security. The amount and type of bid security is stated in the Official Notice and Invitation to Bid. The required security must be in the form of certified or bank cashier's check made payable to the Board of Trustees, Milwaukee Public Library, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The bid bond must be accompanied by a power of attorney for the agent or attorney-in-fact signing the bid bond.

The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten (10) days of Notice of Award, the Board of Trustees may annul the Award and the bid security of that bidder shall be forfeited. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The bid security of the two lowest bidders may be retained for a period not to exceed forty-five (45) days pending the execution of the contract and bond by the successful bidder.

- 1.1.6 Bid Proposal. The bid must be submitted on the Bid Proposal Form included with the Project Manual; additional copies may be obtained from the Library Director. Any alterations, modifications, use of other forms or attachments of conditions contrary to the Library's may invalidate your bid. Failure on the part of the bidder to comply with all of the instructions and terms in the General Specifications may result in bid rejection by the Library Director.

All bids shall be typed or completed in ink and names shall be typed or printed below the signature. Any bid which does not respond to the items requested on the Bid Proposal Form shall be considered non-responsive and may not be considered for award. The bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the Bid Proposal Form.

Bid Prices

- Bid price and amounts must be stated in words and numerals; in case of a conflict, words shall take precedence.
- The contractor shall include in the contract price all applicable federal, state and local taxes in the proposal submitted

Bidder Signatures

- Bids submitted by an individual shall be signed by the bidder or by an authorized agent.
- Bids by a corporation shall be executed in the corporate name by the president or vice president (or other authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- Bids by partnerships shall be executed in the partnership name and signed by a partner; the partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.
- Bids which are signed by an attorney-in-fact for individuals, firms, partnerships, or joint-ventures shall have attached thereto a power of attorney evidencing authority to sign the bid.

- 1.1.7 Small Business Enterprise Program. Chapter 370 of the Milwaukee Code of Ordinances established a Small Business Enterprise Program (SBE) which is implemented through establishment of percentages of public works contracts to be allocated to City certified SBE firms. These percentages are established by the department and are stated in the Official Notice and the Invitation for Bid. Forms required by the established SBE provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in rejection of the bid. The SBE provisions will be made a part of all departmental bid solicitations and are included in this bid package.

- 1.1.8 Submission of Bids. Bids shall be submitted at the place and no later than the date and time indicated in the Official Notice/Invitation to Bid. The bid and the bid security shall be placed in a sealed envelope marked with the Official Notice Number, project number, date of opening bids, and the name and address of bidder. Such envelope shall be addressed and delivered to the Office of the Library Director, Business Office, Central Library, before time specified in the Official Notice and Invitation to Bid for opening bids. Bids received later than the date and time indicated will not be considered, and the unopened envelope will be returned.

- 1.1.9 Modification and Withdrawal of Bids. A bidder may formally request withdrawal of a bid because of mistake, omission, or error in preparing a bid at any time before bids are opened. In such case bid shall be returned unopened and said bidder shall not be entitled to re-bid upon the contract

unless the same is re-advertised and re-let upon such advertisement. After bid opening, a bidder may only withdraw a bid if the bidder meets all requirements of Section 66.29 (5), State Statutes.

- 1.1.10 Opening of Bids. Bids shall be publicly opened at the time and place as indicated in the Invitation to Bid/Official Notice.
- 1.1.11 Adequacy of Bid. A bid which appears unreasonable or inadequate for any item in the schedule of quantities stated in the proposal form may be rejected.
- 1.1.12 Quantities. The estimated quantities of the work are the result of careful calculations but are not to be considered as final and shall be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased a reasonable amount at the discretion of the Library Board without in any way invalidating the bid price.
- 1.1.13 Bids to Remain Open. All bids shall remain open for 45 days after the day of the bid opening or until award of contract, whichever occurs first.
- 1.1.14 Acceptance or Rejection of Bids.
 - a) The contract shall be awarded to the qualified responsible bidder who submits the lowest bid in compliance with the bid specifications. The Library Board reserves the right to reject the bid of any bidder who is, in the judgment of said Library Board, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the Board or City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by the Library Board. The Library Board further reserves the right to disregard and reject any and all bids.
 - b) If the contract is to be awarded, the Library Director shall give the successful bidder a Notice of Award within forty-five (45) days after the day of the bid opening.
 - c) The Contractor shall submit with the executed contract the required performance and payment bonds and proof of any required insurance coverage within ten (10) days after contract award notification.
- 1.1.15 Contract Time. The number of days or the completion date for the work (the contract time) is set forth in the Official Notice/Invitation to Bid and shall be part of the contract. Any provisions for liquidated damages shall be set forth in the Official Notice/Invitation to Bid.
- 1.1.16 Subcontractors.
 - a) If the Conditions or Specifications required the identity of certain subcontractors and other persons and organizations to be submitted in advance of the Award, the apparent low bidder and any other bidder so requested shall within seven days after the day of the bid opening, submit to the Library Director a list of all subcontractors and other persons and organizations, including those who are to furnish the principle items of material and equipment, proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, or organization if requested by the Library Director. If the Library Director, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization, the Library Director may, before giving the Notice of Award, request the apparent low bidder to submit an acceptable substitute without any increase in bid price. If the bidder declines to make any such substitution, such bidder will not thereby sacrifice the bid security. Any subcontractor, other person or organization so listed and to whom City by its Library Director does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable.
 - b) In contracts where the contract price is on the basis of Cost of the Work Plus a Fee, the Contractor, prior to the Notice of Award, must identify in writing to the Library Director those portions of the work that the Contractor proposed to subcontract and after the

Notice of Award may subcontract other portions of the work only with the Library Director's consent.

- c) Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

1.1.17 Starting Work Before Notification. No work shall be started under the contract, and no materials or equipment shall be brought upon the site of the work prior to the date named in the written notice to proceed with the work.

1.1.18 Protest and Appeal Procedure.

- a) Prior to Bid Opening - Protests regarding form and content of bid documents must be received by the Library Director not less than five days prior to the scheduled bid opening time. A protest shall be in writing and state the reason for it. The protest will be reviewed and if modification is necessary, the bid opening day will be extended and addenda sent to each bidder. The decision of the Library Director is final.

1.1.19 Conflict of Interest

No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.

The Contractor covenants that no person described above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. Contractor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

PART II

GENERAL CONDITIONS DEFINITIONS AND TERMS

CHAPTER 2.1.0

2.1.1 General. Whenever in the specifications or in any document or instruments in construction operations where the specifications govern, the following abbreviations, terms, or pronouns in place of them are used; the intent and meaning shall be interpreted as follows:

2.1.2 Abbreviations.

- a) A.A.S.H.T.O. The American Association of State Highway and Transportation Officials.
- b) ADMINISTRATIVE CODE. Rules of Wisconsin Code.
- c) A.N.S.I. American National Standards Institute.
- d) A.R.E.A. The American Railway Engineering Association.
- e) A.S.M.E. The American Society of Mechanical Engineers.
- f) A.S.T.M. The American Society for Testing and Materials.
- g) A.W.W.A. The American Water Works Association.
- h) D.N.R. Wisconsin Department of Natural Resources.
- l) FEDERAL SPECIFICATIONS. The Specification of the United States Federal Specifications Board.
- j) O.S.H.A. Federal Occupational Safety and Health Administration.
- k) S.S.P.C. Steel Structures Painting Council.
- l) STATE SPECIFICATIONS. Current Standard Specifications for Road and Bridge Construction of the Wisconsin Department of Transportation.
- m) A.C.I. American Concrete Institute.
- n) A.G.M.A. American Gear Manufacturers' Association.

- o) A.I.A. American Insurance Association.
- p) A.I.S.C. American Institute of Steel Constructions.
- q) A.S.C.E. American Society of Civil Engineers.
- r) A.W.S. American Welding Society.
- s) I.E.E.E. Institute of Electrical and Electronic Engineers.
- t) J.I.C. Joint Industry Conference.
- u) N.E.C. National Electrical Code.
- v) N.E.M.A. National Electrical Manufacturers' Association.
- w) P.C.A. Portland Cement Association.
- x) P.C.I. Pre-stressed Concrete Institute.

2.1.3 Contract Documents. All the integral documents of the contract comprised of (a) written agreement [contract] covering the performance of the work and furnishing of materials for the construction of the work, (b) official notice/invitation to bid, (c) bid, (d) instructions to bidders, (e) specifications, (f) special provisions, (g) special conditions when applicable, (h) plans, (i) schedule of fixed prices, (j) supplemental agreements, and (k) all addenda, as fully as though they had been set forth there in full in the body of the contract.

2.1.3.1 Governing Order of Contract Documents. In the case of a discrepancy or conflict in the contract documents, the order of governing shall be as follows:

- First - Special Provisions
- Second - Plans
- Third - Specifications

2.1.4 City. The City of Milwaukee, a municipal corporation of the State of Wisconsin, located in the County of Milwaukee.

2.1.5 Library Board/Board. Board of Trustees, Milwaukee Public Library, established under provisions of Chapter 43, Wisconsin Statutes, acting on behalf of City of Milwaukee in operating the Milwaukee Public Library System.

2.1.6 Library Director. Secretary and Chief Executive Officer of the Library Board.

2.1.7 Bidder. Any individual, firm, partnership, or corporation, or a combination of any or all, jointly submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

2.1.8 Contractor. Any individual, firm, partnership, or corporation, or a combination of any or all, jointly submitting a proposal to whom the contract is awarded by the Library Board, or its heirs, executors, administrators, successors, or assigns.

2.1.9 Commissioner of Public Works, Commissioner or CPW. The Commissioner of Public Works of the City of Milwaukee.

2.1.10 Subcontractor. The individual, firm, partnership, or corporation to whom the Contractor, with the written consent of the Library Board; sublets, assigns, or otherwise disposes of any part of the work covered by the contract documents.

2.1.11 Surety. The approved surety corporation licensed to do business in the State of Wisconsin bound with and for the Contractor to insure acceptable performance of the contract and for payment of all obligations under the contract.

2.1.12 Plans. All contract drawings, reproductions of drawings, sketches and revisions thereof pertaining to the work covered by the contract.

2.1.13 Addenda. All revisions of and supplements to the plans and specifications incorporated in or attached to and becoming an integral part of the contract documents.

2.1.14 Special Provisions. The special body of directions, provisions, or requirements peculiar to a project, and otherwise not thoroughly or satisfactorily detailed or prescribed in the specifications. The requirements of these Special Provisions shall govern the work and shall take precedence over the specifications or plans whenever they conflict.

- 2.1.15 City Datum. The plane of zero elevation used for City work, being 54.815 feet below the permanent bench mark on a stone monument located near the northwest corner of North Jackson and East Wells Streets.
- 2.1.16 Pavement. All types of pavements except such surfacing as crushed stone, screening, cinders or untreated water-bound macadam.
- 2.1.17 Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the project or particular part of the project in accordance with the requirements of the contract.
- 2.1.18 Architects and Engineers. The Architect(s) and Engineer(s) contracted by the Board of Trustees to plan, design and inspect the project.
- 2.1.19 Milwaukee Code. The Milwaukee Code of Ordinances, being the revision and codification of the general ordinances of the City of Milwaukee, adopted by the Common Council on December 19, 1941, and supplements and amendments thereto.
- 2.1.20 Emergency or Emergencies. Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the contract documents or which endanger life or property and call for immediate action or remedy.
- 2.1.21 Trade Terms. Terms having a well-known technical or trade meaning and generally recognized by architects, engineers, and the trade.
- 2.1.22 Date of Completion of Work. The work shall be considered as completed on the date certified to the Library Board by the Library Director or other authorized representative.
- 2.1.23 Time Allowed for Completion. The time allowed the Contractor to complete all work under the contract including cleaning of the work site will be specified in the official notice. This time will be specified either as number of working days allowed, number of calendar days allowed, a specified calendar date, or a combination of these when a specific portion of the work is to be completed by a specific date. If any of these requirements are exceeded, Section 2.5.11 of the Specifications shall be invoked.
- 2.1.24 Advertisement. The official notice inviting bids for all proposed work included in any one letting.
- 2.1.25 Award. The acceptance of a bid by the Library Board.
- 2.1.26 Calendar Days. Every day shown on the calendar, Saturdays, Sundays and holidays included.
- 2.1.27 Contract Bond. The approved form of security furnished by the Contractor and Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with and complying with all the terms and conditions of the Contract Documents.
- 2.1.28 Contract Change Order. A written order by the Library Director or the Library Director's authorized representative covering work not otherwise provided for, revision in or amendments to the contract, or conditions specifically prescribed in the specifications as requiring contract change orders. Such document becomes a part of the contract.
- 2.1.29 Contract Period. The period from the date of commencing work to the date of completing work, both dates inclusive, as specified in the contract.
- 2.1.30 Inspector. The authorized representative of the Library Director assigned to make a detailed inspection of any and all portions of work or materials thereof.
- 2.1.31 Official Notice. The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate with reasonable accuracy the location and character of the work to be done or materials to be furnished and the time and place of submitting the proposals.

- 2.1.32 Notice to Proceed. A written notice to the Contractor by the Library Director or the Library Director's authorized representative of the time within which the Contractor shall begin the prosecution of the work.
- 2.1.33 Proposal. The offer of the bidder, submitted on the prescribed proposal form, to perform the work including the furnishing of labor and materials at the prices quoted by the bidder.
- 2.1.34 Proposal Form. The approved form on which the Library requires bids to be prepared and submitted for the work.
- 2.1.35 Bid Security. The security furnished with a bid to guarantee that the bidder will enter into the contract if the bid is accepted.
- 2.1.36 Schedule of Fixed Prices. The fixed prices as listed in the Contract Documents.
- 2.1.37 Working Day. A working day shall be any calendar day where, in the opinion of the Library Director or duly authorized representative, it is possible for the Contractor to start and continue work, except that unless the Contractor actually starts and continues work on days of inclement weather, Saturdays, Sundays, and nationally recognized legal holidays such days shall not be considered as working days.

EMPLOYMENT OF LABOR

CHAPTER 2.2.0

- 2.2.1 Residence Preference Program. Chapter 309 of the Milwaukee Code of Ordinances established a Residence Preference Program for all construction activities of the Department of Public Works, which is implemented through establishment of the percentages of worker hours to be performed by unemployed residents of a special impact area. These percentages are established by the Department of Public Works and are stated in the Official Notice and the Invitation to Bid. If project requires, the forms required by the established resident preference provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in payments being withheld, contracts canceled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity.
- 2.2.2 Hours of Labor and Overtime Pay.
 - a) In accordance with Section 309-21, Milwaukee Code: The service of all laborers and mechanics who are now or may hereafter be employed by any Contractor or subcontractor of the City of Milwaukee upon any of the public works of this City is hereby limited to days other than Saturdays, Sundays, and legal holidays recognized by the City and restricted to 40 hours per week, of which no more than ten hours shall occur in any one calendar day; and except as the Library Director may approve to conform with occupational practices or as specifications may require, it shall be unlawful for any officer of the City government or any such Contractor or subcontractor, whose duty it shall be to employ, direct, or control the services of such laborers or mechanics, to require or permit any such laborer or mechanic to work Saturdays, Sundays, and legal holidays or more than 40 hours per week and ten hours in any calendar day, except in cases where, in the opinion of the Library Director, an emergency exists.
 - b) In such instances where overtime work has been permitted and laborers or mechanics are required to work more than ten hours per day or 40 hours per week or at times other than the normal work day or work week, they shall be paid by the Contractor in accordance with the prevailing overtime wage rates. When, and only when, an emergency has been declared to exist and the Library Director, after the signing of a contract, has ordered in writing that work on a project be carried on in excess of ten hours per day or 40 hours per week, it shall be the duty of the Library Board to reimburse the Contractor over and above the price agreed upon for the performance of such work in the amount of the premium paid for overtime work or work performed at times other than the normal work day or work week in accordance with prevailing overtime wage rates plus any premium paid for necessary materials because of delivery during times other than the normal work day or work week.

2.2.3 Minimum Wage Rate.

- a) Pursuant to Section 66.093, Wisconsin Statutes, building and construction industry trade workers employed upon public works contracts by any Contractor or subcontractor shall be paid no less than the wage rates and fringe benefits in the same or most similar trade or occupation determined under this Section, nor shall he or she be permitted to work a greater number of hours per day or per week than the prevailing hours of labor, unless they are paid for all hours worked in excess of the prevailing hours of labor at a rate of at least 1.5 times their hourly basic rate of pay. Such wage rates shall be incorporated into the contract.
- b) Fringe benefits must be paid as follows: Welfare - within six weeks of the date work was performed. Vacation and Pension - within 31 days of the date work was performed.

2.2.4 Unclassified Employees.

- a) In case it becomes necessary for the Contractor or any subcontractor to employ on the work covered by the contract documents any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers) for whom no minimum wage rate is herein specified, the Contractor shall immediately notify the Department of Workforce Development (DWD).
- b) Apprentices are considered unclassified employees and their rates are not furnished in the minimum wage scale. Contractors/subcontractors employing apprentices are required to furnish a copy of the signature page of their indenture papers and a copy of their rate sheet with the paid rate highlighted. The Library Director shall determine whether or not a person so employed was properly paid or if an underpayment exists.

- 2.2.5 Minimum Wage - Time Reports. The Contractor hereby agrees to make a sworn report or affidavit within ten days following the Contractor's completion of a contract or every three months, whichever occurs first, shall procure and submit a like work report or affidavit from every subcontractor employed in the work to the Library Director of every employee employed on or under this contract or subcontract and shall include, for the specified period but not be limited to, the employee's name, address, type of work performed, total hours worked, hourly rate, gross earnings, and employer's contribution to vacation, welfare, and pension trust funds. Said reports of Contractor or subcontractor shall include a statement that each and every employee has been paid in full the amount prescribed by the Common Council and that there has not been, nor is to be, any rebate or refund of any part of said wages by employee to employer.

The Library Director or other officers are hereby ordered not to pass any estimate for payment on any contract in which the Contractor or subcontractor has failed to comply with all the provisions of the foregoing sections, and no estimate shall be so passed for payment until the Library Director is satisfied that the provisions of the foregoing specifications have been fully complied with.

- 2.2.6 Provision of Wisconsin Statutes and Administrative Code Pertaining to Municipal Wage Rates. Pursuant to Section 66.0903, Wisconsin Statutes, and Section Ind. 90.13 and 90.14 of the Wisconsin Administrative Code, each Contractor and subcontractor is subject to the following requirements:

Each Contractor, subcontractor, or agent thereof participating in a project shall keep full and accurate records clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the project and an accurate record of the number of hours worked by each employee and the actual wages paid therefore.

Upon completion of the project and prior to final payment thereof, each Contractor shall file with the municipality an affidavit stating compliance with the provisions and requirements of the Wisconsin Statutes and Administrative Code and that said Contractor has received evidence of compliance from each subcontractor. No municipality may authorize final payment until the provisions of the foregoing have been fully complied with.

Upon completion of the subcontractor's portion of this work and prior to final payment, each subcontractor shall file with the Contractor an affidavit stating that said subcontractor has fully complied with the provisions and requirements of Section 66.0903 (9), Wisconsin Statutes, and the Wisconsin Administrative Code, Chapter Ind. 90.

In accordance with Section 66.0903 (3)(4), each Contractor shall file with the City copies of the subcontractor's affidavit prescribed under Ind. 90.13, Wisconsin Administrative Code.

- 2.2.7 Enforcement of "Hours and Wages" Provisions. Attention is called to Section 66.0903 (11), Wisconsin Statutes, which provides that a Contractor who violates the provision of this law, to-wit, fails to comply with the prevailing wage scale set forth in the contract is liable to each any affected employee and may be fined not to exceed \$200 for each offense. The failure to pay the required wage to an employee for only one week or part thereof constitutes a separate offense.
- 2.2.8 Wage and Hours Limitation. The provisions of Section 66.093 of the Wisconsin Statutes shall apply, and the Contractor or any subcontractor is not to pay less than the minimum wage scale pursuant to said provisions.
- 2.2.9 Days of Work and Shift Regulations. No work shall be performed under the contract on Saturdays, Sundays, or legal holidays, except in cases of emergency, except with the approval of the Library Director.

The Library Director reserves the right to name the number of shifts per day, the hours per shift and the starting time of each shift.

- 2.2.10 Wage and Hours Disputes. Whenever a dispute arises between the Contractor or Surety and the City as to the determination as to whether there is compliance with the provisions of the contract documents as to the hours of labor, wages, character, and classification of workers employed, the determination of the Library Director shall be final, and in the case of violations of said provisions, the Library Director may declare the contractor in default and order the Surety to perform or relet upon advertisement, the remaining portion of the contract as provided by Section 66.0901 (8), Wisconsin Statutes, 1943.
- 2.2.11 Disqualification of Contractor. As provided by Section 66.0903 (12) whenever any Contractor or subcontractor engaged in any public work of the City has been found by the Department of Workforce Development to have infringed any of the provisions of the minimum wage statute or any scale of wages adopted pursuant thereto, in that event any such Contractor or subcontractor shall not be deemed to be a competent and reliable bidder in the sense of Section 7-14 of the Milwaukee City Charter, 1984 compilation, and such Contractor or subcontractor shall not be allowed to compete in securing future contracts with the City by such individual or partner, or agent or by any corporation of which such individual is a member, for a period of two years. A second violation by such individual, or partner, or agent, or by any corporation of which such individual is a member, shall disqualify such individual, or such partner, agent, or corporation from competing or doing any future City work for a period of three years.
- 2.2.12 Lien Law. All provisions of Section 7-32, Milwaukee City Charter, shall be binding upon the Contractor.
- 2.2.13 Discrimination in Employment. In accord with Section 109-15, Milwaukee Code, and federal guidelines, it shall be unlawful for any private employer performing work within the City involving any public works of the City to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of sex, race, color, religion, sexual orientation, gender identity or expression, past or present membership in the military service, age, disability, national origin or ancestry, lawful source of income, marital status, familial status or based upon affiliation with, or perceived affiliation with any of these protected categories; to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; to deny promotion or increase in compensation solely for these reasons; to publicly offer employment based on such discrimination; to adopt or enforce any rule or employment policy which discriminates between employees on account of the reason listed; to seek such information as to any employee as a condition of employment, to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of any of these protected categories.

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this contract, a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

- 2.2.14 Americans With Disabilities Act. Contractor (Vendor, Consultant, Lessee, etc.) agrees that Contractor will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.

NECESSARY NOTICES AND PERMITS

CHAPTER 2.3.0

- 2.3.1 Notice to Proceed with Work. The Library Director shall notify the Contractor of the date to commence work covered by the contract. Upon receipt of such notice, the Contractor shall comply with all notice requirements set forth below and in the specifications.
- 2.3.2 Notice to Fire, Police, and Sheriff. The Contractor shall give notice in writing to the Chief Engineer of the Fire Department and to the Chief of Police of the City of Milwaukee and to the Sheriff of Milwaukee County at least three days before blocking off any street.
- 2.3.3 Notice to Utilities, City Bureaus and Governmental Units. The Contractor shall notify all utilities, City bureaus, and governmental units whose property may be affected by the Contractor's operations at least three days before breaking ground. The Contractor shall not interfere with said property until the expiration of the time specified in said notice and then only by permission of the Library Director nor shall the Contractor hinder or interfere with any person in the protection of such work or with the operation of buses at any time except with the permission of the Library Director.
- 2.3.4 Notice to Railroads. The Contractor shall send by registered mail a notice to the district or division engineer or persons in charge of the operations of trains for any railroad at least ten days prior to doing any work in the right-of-way of any track zone. Such Contractor shall ascertain the schedule of all trains and shall comply with all rules and regulations requested by the railroad company.
- 2.3.5 Notice for State Arterial Highways. Whenever the work will obstruct or in any other way affect through vehicular traffic on State arterial highways, the Contractor shall give notice at least three days in advance thereof to the State of Wisconsin, Department of Transportation, Division of Highways, and the Traffic Division of the Infrastructure Division of the Department of Public Works of the City.
- 2.3.6 Notice to Support Buildings. Whenever the work endangers the support or involves the undercutting of any building or other structure along the site of work, the Contractor shall send by registered mail, return receipt requested, a written notice to the owner or the owner's agent to support such building or structure, and following the service of the notice, the Contractor shall allow a reasonable length of time for the placing of the necessary support. Such notice shall be in accordance with applicable law.
- 2.3.7 Notice of Work Suspension. In case the work is stopped and is to remain stopped for any considerable length of time, the Contractor shall promptly notify the Library Director. At least three days before the work is to be resumed, the Contractor shall again notify the Library Director.
- 2.3.8 Permits and Licenses. The Contractor shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
- 2.3.9 Permit for Parks and Parkways. The Contractor shall obtain a permit from the local park authority for construction work to be done within the limits of parks or parkways.

- 2.3.10 Permit for Storage of Materials. When the Contractor finds it necessary to store materials on a street which is open to traffic, such Contractor shall obtain a permit from the City of Milwaukee, Department of Public Works, to store such materials at the designated location.
- 2.3.11 Water Permit. The Contractor shall obtain a permit from the Milwaukee Water Works for the use of City water. A permit is not required on contracts for installing water mains.
- 2.3.12 Permit for Excavation. Before starting excavation in any street, roadway, or other public way, the Contractor must obtain a permit from the City of Milwaukee, Department of Public Works.
- 2.3.13 Permit for Street Closings. When it is necessary to close any street to traffic, the Contractor shall obtain a permit from the City of Milwaukee, Department of Public Works.
- 2.3.14 Permit for Blasting. Before doing any blasting, the Contractor shall, with the approval of the Library Director, obtain a permit from the Building Inspector. The Library Director reserves the right to order the discontinuance of blasting operations at any time.
- 2.3.15 Copies of Notices and Permits. Copies of all written notices and permits shall be submitted to the Library Director or the Library Director's representative prior to the commencement of construction.
- 2.3.16 Notice to Cable Franchises. The Contractor shall notify all cable television franchises whose property may be affected by the Contractor's operations at least three (3) days before breaking ground. The Contractor shall not interfere with said property until the expiration of the time specified in said notice and then only by permission of the Library Director, nor shall the Contractor hinder to interfere with any person in the protection of such work.

CONTROL OF WORK AND MATERIALS

CHAPTER 2.4.0

- 2.4.1 Plans and Specifications to be Available. The Contractor shall keep a legible copy of the plans, if any, and specifications at the site of the work.
- 2.4.2 Contractor's Representative. The Contractor shall either give personal superintendence to the work and be present, or shall have at the site of the work at all times while work is in progress a representative having authority both to receive orders from the Library Director and to act for the Contractor. Such representative must be thoroughly familiar with the work and be acceptable to the Library Director and must be capable of reading and understanding the plans and specifications and capable of directing the work as called for by the contract documents.
- 2.4.3 Authority and Duties of Inspectors. Inspectors employed by the Library shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the specifications, nor is the Inspector authorized to approve or accept any portion of the completed project. The Inspector shall call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials. Any dispute between the Inspector and Contractor shall be referred to the Library Director. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Library Director or the Library Director's representative in any way or releasing the Contractor from fulfilling any of the terms of the contract.
- 2.4.4 Performance of Work. All work to be performed must be in accordance with the contract documents and subject to the supervision, approval, and acceptance of the Library Director.
- 2.4.5 Materials, Labor, Equipment, Etc. All construction materials to be used on the work, all materials to be incorporated into the work, and all labor, equipment, plant, tools, appliances, or methods to be used on the work shall be subject to the inspection and approval or rejection of the Library Director.

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other service and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

- 2.4.6 Decisions of the Library Director. All work shall be done in compliance with the contract documents. The Library Director shall decide all questions which shall arise as to the quality and acceptability of materials furnished, work performed, manner of performance, extensions of time, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, disputes, and mutual rights between Contractors under the Specifications. All questions as to the meaning of the contract documents and all questions as to the interpretation of any orders or directives which may have been issued in connection with the work shall be decided by the Library Director whose decision shall be considered final and conclusive between the parties hereto and binding upon them.
- 2.4.7 Order of Work. The place of commencement, the sequence of operations, and the prosecution of the work may be determined by the Library Director as s/he shall deem fit to best serve the needs and the convenience of the public and for the proper and timely completion of the contract.
- 2.4.8 Regulation of Tools, Equipment, and Plant Usage. The Library Director reserves the right to regulate the time of usage or to prohibit the use of any type or kind of tools, equipment, and plant which may cause objectionable smoke, noises, odors, or damage to property.
- 2.4.9 Gas-Powered Equipment. The Library Director reserves the right to prohibit the stationary use of gas or diesel-powered plant equipment when such usage would cause objectionable noises, odors or damage to property or trees.
- 2.4.10 Electrically-Powered Plant. Where conditions are such that, in the opinion of the Library Director, an electrically powered plant should be used, the Library Director shall have the right to order the Contractor to furnish an adequate plant powered by electric service.
- 2.4.11 Location and Type of Plant. The location and type of any plant at the site of the work, including buildings, machinery, equipment, and tools, is subject to the approval of the Library Director. If these are furnished, placed, or used without approval, the Library Director may require the removal and substitution of any or all parts of the plant, including buildings, machinery, equipment, and tools, to a location and of a type acceptable to the Library Director.
- 2.4.12 Right to Inspect and Test Materials. All materials to be used in the work are subject to the inspection, testing, and approval of the Library Director or the Library Director's authorized representatives at the place of manufacture, the site of the work, or other location, and before use, or before, during, or after the incorporation of such materials into the work. The Contractor shall, at all times, afford the necessary facilities for the Library Director and the Library Director's representatives to examine or sample all materials and to inspect the work, plant, equipment, and tools in order to determine whether the materials, operations, workmanship, methods, and finished work comply with the requirements of the contract documents.
- 2.4.13 Inspection. All materials and each part or detail of the work shall be subject at all times to inspection by the Library Director or the Library Director's authorized representatives, and the Contractor shall be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such inspection. The Library Director or the Library Director's representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is determined by the Library Director or the Library Director's representative to make a complete and detailed inspection.

The Contractor shall, if the Library Director requests, remove or uncover such portion of the finished work as the Library Director may direct before the final acceptance. After the examination, the Contractor shall restore said portion of the work to the standard required by the

specifications. If the work thus exposed or examined proves acceptable, the expense of uncovering or removing and replacing the parts removed shall be paid for as extra work but, if the work so exposed or examined is unacceptable, the expense of the uncovering or removing and replacing in accordance with the specifications shall be borne by the Contractor.

Failure or negligence on the part of the Library Director or the Library Director's representative to condemn or reject substandard or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from the recovery of damages or of such a sum of money as may be needed to build anew all portions of the substandard or inferior work or replacement or improper materials wherever found.

Any portion of the work or any material incorporated into the work which may have become damaged during the progress of the work, shall be removed and replaced at the expense of the Contractor prior to final inspection and acceptance of the work.

- 2.4.14 Source of Supply. The Library Director reserves the right to prohibit the use of materials from any source when such material is known to the Library Director to be inferior and from any plant when its mode of operation is known to the Library Director to be such as to make improbable the supplying of reasonably uniform material.
- 2.4.15 Or Equal Clause. Unless specified, whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers or vendors names, trade names, catalog numbers, etc., it is intended merely to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Library Director, of equal substance and function. It shall not be purchased or installed by the Contractor without the Library Director's written approval.
- 2.4.16 Continuous Work. The Contractor shall execute the work only in the presence of the Library Director or the Library Director's representative during the working hours of the day unless, at the Contractor's own volition, upon due notice to the Library Director and with the Library Director's approval, the Contractor desires to prosecute the work continuously or at night. In all cases, the Contractor shall provide such facilities for carrying on night work as the Library Director directs. No claims shall be allowed for extra payment on account of night or continuous work nor for damages or detriment to the quality of work which may be incurred by the Contractor in being permitted to carry on work during such time, it being understood that full compensation for night or continuous work and all expenses incident thereto are included in the prices for the various items in the contract.
- 2.4.17 Progress of the Work. The Contractor shall proceed with diligence to do the work and shall work continuously without delay. The Contractor shall not suspend operations at his discretion for whatever purpose without City of Milwaukee approval. It is the intent under this Section of the General Specifications that the work proceed continuously and expeditiously to completion irrespective of time allowed for completion of the work. Should the Contractor fail to prosecute the work continuously and expeditiously, the Library Director may invoke the provision of Section 7.14(2) of the Milwaukee City Charter with a recommendation to the Common Council that the Contractor is not deemed to be a competent and reliable bidder and be disbarred from bidding for a period of time. If interruption of the work occurs during the term of the contract which is beyond the control of the Contractor, i.e., strikes, governmental regulations, severe shortage of building materials, fires, or floods which are entirely beyond the control of the Contractor, the Contractor shall within such time as the Library Director deems reasonable, present written notice of such conditions to the Library Director with a request for interruption of the work or an extension of the time for the completion of the entire contract. If said delays are approved by the Library Director, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to these delays. Whenever the Library Director shall have taken action for the reasons described above to change the term of the contract described in this agreement, it is incumbent upon the Contractor to notify the Surety of such change.

Should the Contractor fail to maintain the rate of progress required to complete the work within the contract time specified, the Library Director may require that additional workers or equipment be placed on the work or a reorganization of plant layout be effected in order that the work be brought up to schedule and maintained there. Should the Contractor fail to comply therewith, the Library Director may proceed under the provisions of □ 2.4.18 of these Specifications.

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise precautions necessary to produce satisfactory work and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the contract and that no extra compensation be allowed therefore.

- 2.4.18 Default and Completion of Work. The Library Director has the right, in case of the improper or imperfect performance of the work, to suspend the work at any time and to order the entire reconstruction of the same or to re-let the same to some other competent party. The Library Director has the right, in case the work shall not be prosecuted with such diligence and with such number of employees to insure its completion within the time limited by the contract documents, to suspend such work and re-let the same to some other competent party or employ personnel and secure material for the completion of the same and charge the costs thereof to the Contractor.

When the Contractor or Surety, both if locally available, are notified that the Library Director has elected to suspend the work, the Contractor shall cease to have the right to occupancy of the work site, and the Library Director shall have the right to forthwith take possession of any materials, tools, equipment, or plant delivered thereon for work under the contract.

The Surety shall have the right to complete the contract, but in the event that performance has not been commenced within ten days from the date of the notice of suspension, the Library Director has the right to continue in the possession of and utilize, for the completion of the contract, any and all materials, tools, equipment, and plant which the Contractor has had delivered upon the site of the work and to prosecute the work to completion either by force account or by contract.

Expenditures made by the Library Director in completing the work under the contract and in payment of valid claims arising under the terms of the contract shall be deducted from monies due or which would have become due to the Contractor upon completion of the contract. No claims for "extras" arising from the Library Director's actions in completing the work will be entertained. The Contractor and Surety shall be liable and shall reimburse the City for any costs in excess of the contract amount, required to complete the work.

- 2.4.19 Assumption of Control of Work Not a Waiver. Neither the acceptance of any work by the Library Director nor any order, measurement, or certificate by the Library Director for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Library Director, nor any extension of time except for causes beyond the control of the Contractor as set forth above, nor any possession taken by the City or its employees shall operate as a waiver of any portion of this contract or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

- 2.4.20 Workmanship. All workmanship shall conform to the best standard practice. Unless otherwise specified, the specifications of recognized association of manufacturers and contractors or industrial manufacturers shall be used as guides for the standards of workmanship.

All exposed items of work shall present a neat workmanlike appearance and shall be as true to shape and alignment as is possible to obtain with measuring or leveling instruments generally used in the respective types of work. Items of work shall be sound and fully protected against damage and premature deterioration. It is specifically understood that in all questions of quality and acceptability of workmanship, the Contractor agrees to abide by the decisions of the Library Director.

The Contractor shall furnish all labor, materials, necessary tools, equipment, and accessories that are necessary for integrating all portions of the work included in the contract to fulfill the true purpose and intent of the contract.

2.4.21 Partial Acceptance. When requested by the Contractor and upon specific approval of the Library Director prior to final inspection and acceptance, the Contractor may be relieved of maintenance of sections of the work which have been completed. Such partial acceptance and assumption of the maintenance by the City shall be covered by a written notice from the Library Director to the Contractor, and such notice shall definitely designate the sections of the work on which the Contractor is to be relieved of maintenance and shall also set forth the date upon which such notice will be effective. The assumption of maintenance by the City, however, shall not relieve the Contractor of any responsibility for defective workmanship or materials or for damages caused by the Contractor's own operations.

Such action shall not be construed to be a final inspection or acceptance of any part of the work nor waiver of any legal rights.

2.4.22 Final Acceptance. The Library Director shall make an inspection of the work included in the contract as soon as practical after notification by the Contractor and confirmation by the Inspector that such work has, in their opinion, been completed and final cleanup performed.

Should the inspection disclose any work in whole or in part as being unsatisfactory, the Library Director shall give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

All work included in the contract shall be considered accepted on the date certified to the Library Director as completed by the Architect, Engineer or other authorized representative.

2.4.23 Employee Qualifications. The Contractor shall employ only such foremen, mechanics, laborers, or other employees as are physically fit, competent, experienced and qualified to handle each class of work on which they are employed. Any person previously discharged by order of the Library Director from work on any City Contract shall not be permitted to work on this contract without first obtaining written permission from the Library Director.

2.4.24 Employees to be Discharged for Cause. When any employee willfully, negligently, or ignorantly fails to perform any of the duties or assignments or is disobedient, abusive, or disrespectful to a fellow employee or to the Library Director or the Library Director's representatives, such employee shall, upon written order from the Library Director to the Contractor, be discharged from the work.

2.4.25 Blasting. In all blasting operations, the Contractor shall abide by all provisions of Section 32-26, Milwaukee Code of Ordinances.

2.4.26 Right of Entry. The Library Director reserves the right of entry to any portion of the site of the work. Such right of entry shall also be available to the City forces, utilities, or contractors for the purpose of constructing collateral work or making emergency repairs. The Contractor shall not be entitled to any damages for delays or hindrances resulting from such work.

2.4.27 Guarantee. Contractor guarantees the work performed under this Contract for the period set forth in the technical specifications.

SCOPE OF WORK AND SPECIFIC INSTRUCTIONS

CHAPTER 2.5.0

2.5.1 Intent of Contract Documents. The true intent of the contract documents is to provide for the construction, execution, and completion in every detail of a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents and in accordance with recognized engineering and construction principles. The Contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work, all in accordance with the lines, grades, typical sections, and dimensions given and shall furnish, unless otherwise

provided in the contract documents, all material, implements, machinery, equipment, tools, supplies, transportation, electric power and labor necessary to the prosecution and completion of the work.

- 2.5.2 Location of Underground Structures. It is the responsibility of the Contractor to become acquainted with the location of all underground structures which may be encountered or which may be affected by work under the contract.

The locations of any underground structures furnished, shown on the plans, or given on the site are based upon the available records but are not guaranteed to be complete or correct and are given only to assist the Contractor in making a determination of the location of all underground structures.

- 2.5.3 Harmonious Relations. The Contractor shall work in harmony with other contractors or with utility or City forces engaged in collateral work. The Contractor's operations shall be arranged to prevent interference or damage to the work of others. In case of dispute, the decision of the Library Director shall be final and binding upon the parties affected.

- 2.5.4 Cleaning of Work Site. The Contractor shall at all times keep the site of the work, including streets, alleys, and all private or public property involved in or adjacent to the work, free from any rubbish, surplus, or waste materials that have been deposited by the employees or which have accumulated as a result of the work.

The Contractor shall remove all surplus materials, tools, equipment, or plant, leaving the site of the work and all portions of the finished work clean, unobstructed, and ready for use before the work will be considered completed. The Library Director may have removed from the site of the work all rubbish, surplus, or waste materials which the Contractor has neglected or refused to remove and deduct the costs of such removal from any monies due the Contractor.

- 2.5.5 Items Not Listed in "Estimate of Quantities". Sundry items which are incident to or required in the construction of the work but are not included as items in the estimate of quantities shall be considered an integral part of the contract, and all labor, materials, etc., required for such items shall be furnished by the Contractor and the cost of same included in the unit prices bid.

- 2.5.6 Omissions, Discrepancies, and Corrections. It is the intent of the contract documents that all performance under the contract shall be in accordance with the best practice. The Contractor shall carefully check the plans both before commencing and throughout the work. The Contractor shall immediately call the Library Director's attention to any errors, omissions, or discrepancies that the Contractor may discover in the plans before proceeding with the work affected. The Library Director reserves the right to make such corrections as deemed necessary for the fulfillment of the true intent of the contract documents.

- 2.5.7 Work to be Done at Contractor's Risk. All work to be done under the contract documents from the commencement until the final acceptance of such work shall be done entirely at the Contractor's risk. No partial payment for, or partial acceptance of, any part of the work shall absolve the Contractor from such risk.

- 2.5.8 Guarantee. The Contractor shall be liable for the acceptable condition of all work under the contract, both during construction and throughout any guarantee period. The guarantee period, if any, shall commence on the Date of Completion. If, within said guarantee, repairs, or changes are required in connection with the work, which, in the opinion of the Library Director, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the Library Director and without expense to the City, install the work to a satisfactory condition, correct all defects, make good all damage to the structure, site, or contents thereof, which damage, in the opinion of the Library Director, results from the use of such inferior or defective materials, equipment, or workmanship.

- 2.5.9 Breakdown for Partial Estimates. Whenever the Library Director sanctions partial payments for work completed during any specified period, the Contractor upon request by the Library Director shall furnish a breakdown of the actual quantities and unit prices used in preparing unit bid price for each item in the Proposal. The breakdown must be balanced and not contain prices which

are proportionately higher for work to be completed first than for work to be completed later. The Library Director reserves the right to order such changes as may, in the Library Director's opinion, be necessary to balance such breakdown.

2.5.10 Time for Completion - Essence of Contract. The parties hereto specifically understand and agree that the time specified for completion is of the essence of this contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed in every respect within the time agreed to by the parties in this Contract.

2.5.11 Contractor to be Charged for Inspection After Time Allowed for Completion has Expired. The Contractor shall be charged for inspection provided by the City or by an agent for the City for each and every day inspection is required on all construction projects after the time allowed for completion has expired. This per diem rate for inspection, when provided by the City, shall include the cost of inspection, construction supervision, clerical and administrative costs, traffic engineering, vacations, pensions, holidays, overtime, and other similar overhead charges. This charge for inspection will be deducted from monies due the Contractor at the completion of the contract. The amount of the per diem charge shall be set forth in the Specifications.

If for any reason a Contractor wishes to suspend operations, a request for permission to do so shall be made in writing to the Library Director. Such permission will only be granted for conditions beyond the control of the Contractor such as strikes, governmental regulations, severe shortage of building materials, fires, floods, or for other reasons authorized by the Library Director.

When the official notice requires completion of the contract by a specified calendar date or a specified number of calendar days from date of order to proceed, all work including cleanup of the work site must be complete by that date. However, upon written request from the Contractor, an extension of time may be granted by the Library Director due to conditions beyond control of the Contractor such as strikes, governmental regulations, severe shortage of building material, fires, floods, or for other reasons authorized by the Library Director.

When a portion of the contract is required to be completed by a specific calendar date or within a specified number of calendar days, the per diem charge for inspection will be assessed for each work day beyond that date until the required portion is complete unless an extension of time has been granted.

The decision of the Library Director shall be considered final in all matters pertaining to the necessity for inspection and the granting of time extensions.

2.5.12 Substitution of Materials. The Contractor may submit plans and specifications for a type of material other than those covered by the contract documents, provided they conform to requirements of the contract documents covering the particular type of material for which a substitution is proposed. In all cases, however, the plans and specifications for the proposed substitution must be approved by the Library Director in writing.

In the event of such substitution, the Library Director shall require from the Contractor a credit deduction from the contract amount equal to any saving in material cost resulting from use of the proposed substitute.

The name of the manufacturer and location of the plant shall be furnished together with the proposal for the use of any substitute.

EXTRA WORK AND CREDITS

CHAPTER 2.6.0

2.6.1 Revision of Plans. In case the Library Director deems it advisable or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alterations shall not annul or vitiate the contract nor release the Surety. The Contractor shall furnish the necessary labor, material, etc., to complete the work as altered within the time limit originally specified or as extended by the Library Director. The

difference in cost of the work so altered shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and shall be determined in accordance with the methods specified in this Chapter.

- 2.6.2 Authority for Altered Work. No alteration in the work under the contract shall be made without a written order from the Library Director. No verbal suggestion or order of any employee of the Milwaukee Public Library or of any other person shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, materials, or other items pertaining to such work, or for damages or any other expense because of the Contractor's compliance therewith.

Verbal orders and suggestions as to the performance of the work may be given from time to time by representatives of the Library Director, but when, in the opinion of the Contractor, such orders or suggestions involve extra work for which added compensation should be received; a written order from the Library Director authorizing such work shall be requested. In the event of any disagreement as to the amount of work involved under any authorized order for extra work, it is specifically agreed by all parties that the decision of the Library Director shall be binding and conclusive.

- 2.6.3 Basis of Payment or Credit for Altered Work. The method of determining the basis of payment or credit resulting from such altered work shall be:
- a) By the UNIT BID PRICE named in the proposal for like items of work.
 - b) By a SUPPLEMENTAL SCHEDULE OF PRICES stated by the Contractor in the proposal when such bids are requested and when the Unit Bid Price is not applicable.
 - c) By the predetermined FIXED UNIT PRICE contained in the "Supplemental Schedule" included in the contract documents when the Unit Bid Price is not applicable or when a Supplemental Schedule of Prices bid by the Contractor was not required.

In the event that none of the three foregoing methods are applicable, the Library Director reserves the right to employ any of the following methods:

- d) By Unit Prices submitted by the Contractor and accepted by the Library Director.
 - e) By a Lump Sum Price submitted by the Contractor and accepted by the Library Director.
 - f) By Cost Plus 15% Basis. Cost is hereby defined as including the actual cost of labor, foremen over labor actually employed upon the extra work (time of foreman if engaged upon supervising other work to be prorated), labor liability insurance, the Contractor's payroll taxes, if any, and materials delivered upon and forming a part of the extra work but excluding all administration and clerical expenses, all supervision and superintendence above foreman, and use and upkeep of small tools, plant and machinery and rent of storage yard. Prevailing rental rates on special tools and equipment and actual cost of specified services will be allowed the Contractor without the above specified 15% added thereto.
- 2.6.4 Claims for "Cost Plus" Extra Work. Claims for such extra work shall not be considered unless the Contractor presents to the Library Director's representative on the work an itemized statement in duplicate of the hours of labor, quantities of materials, etc., upon which payment is to be based. The Library Director's representative shall verify such amounts and shall retain the original for the Library Director and return the duplicate copy to the Contractor. The verification of such items by the Library Director's representative shall not in itself be construed as authorization or acceptance of such claims. No claims will be considered until the original bills, receipts, or vouchers have been furnished to the Library Director by the Contractor.
- 2.6.5 Time Limit for Filing Claims for Extra Work. Claims for extra work shall be filed at such intervals as directed by the Library Director or as designated in the contract documents but in all cases not later than five days after the Date of Completion.

PROTECTION OF WORK

CHAPTER 2.7.0

- 2.7.1 Protection of Work. During performance and up to the completion date of work, the Contractor shall be under an absolute obligation to protect finished and unfinished work against any damage, loss, or injury, and in the event of such damage, loss, or injury, the Contractor shall promptly

replace or repair such work, whichever the Library Director shall determine to be preferable. The performance of any work by City forces, when done in conjunction with work under the contract, shall not relieve the Contractor from full responsibility and liability.

- 2.7.2 Street Barricades, Signs and Warning Devices. The Contractor shall be responsible for the erection and maintenance of all barricades, lights, and signs necessary for public safety and convenience in accordance with the specifications entitled "Minimum Requirements for Warning Devices to be Used for Work performed in the Public Ways." In general, all hazards within the limits of the work or on detour around the work must be marked with well-painted, well-maintained barricades, reflectors, electric lights, flashers, and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased, or removed as required during the progress of the work to meet changing conditions.
- 2.7.3 Street Barricades and Detour Signs. Whenever the Contractor shall have received a permit to close any street, alley, or public right of way to travel, the Contractor shall immediately upon the closing of such thoroughfare furnish, erect, and maintain substantial barricades across the streets, alleys, or property affected and shall furnish, post, and maintain detour signs thereon. Detour signs shall also be posted and maintained at immediately adjacent street and alley intersections for the convenience and guidance of traffic. The barricades and detour signs shall be illuminated by red lights throughout the night, or when visibility is poor, detour signs shall conform to the standard detailed and shown in the specifications.
- 2.7.4 Flagpersons Required. Whenever the Contractor's operations obstruct or endanger a traffic lane and no marked detour has been provided, the Contractor shall furnish a flagperson to direct traffic through or around the congested area. The Library Director shall have the right to require additional flagpersons as may be deemed necessary.
- 2.7.5 Removal of Snow. The Contractor shall be responsible for immediate removal of snow from those sections of streets, sidewalks, and/or alleys which the Contractor has obstructed.

PROPERTY PROTECTION AND SANITATION

CHAPTER 2.8.0

- 2.8.1 Protection of Work and Property--Emergency.
- a) The Contractor shall at all times safely guard City property from injury or loss in connection with this contract. Contractor shall at all times safely guard and protect the work site and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury unless such was caused directly by the City.
 - b) In case of some emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Library Director, in a diligent manner. The Contractor shall notify the Library Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Library Director for approval or disapproval. The Library Director's determination shall be final and conclusive.
 - c) Where the Contractor has not taken action but had notified the Library Director of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Library Director.
- 2.8.2 Safeguarding Adjacent Buildings. Prior to commencing an excavation or tunnel in the immediate vicinity of any building or other structure, the safety of which may be endangered thereby, the Contractor shall comply with all requirements of applicable law. The Contractor shall serve the required notice upon the owner of such building or structure or the agent, naming the date of commencement of such work and allotting a reasonably sufficient length of time for the owner to take steps to protect the property. Throughout the course of the work adjacent to such property, the Contractor shall exercise due precaution and care and, at own expense, shall furnish and place such extra timbering, bracing, and sheathing as may be necessary to insure against the

loss of ground adjacent to the excavation or tunnel and, when so indicated on the plans or when so ordered in writing as an extra by the Library Director, shall leave such portions of timbering, bracing, and sheathing in place, as the Library Director may direct. The Contractor must also take necessary precautions in the work operations to prevent the loss or settlement of such adjacent grounds and avoid the use of equipment which would tend to encourage such settlement or loss of ground.

- 2.8.3 Property Safeguards. The Contractor shall safeguard from and be solely responsible for all damage resulting from the work operations to water, gas steam or drain pipes, street and building sewers, building services, catch basins, manholes, conduits, cables, hydrants, valve and stop boxes, light poles, street lighting cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes, or any other privately or publicly owned existing installation or structure and the right of way structure of any steam or electric railway or railroad. The Contractor shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutters, trees, shrubbery, or lawns, except in such cases where the removal without replacement has been authorized in the contract documents or by the Library Director. The cost of all safeguarding shall be included in the price bid for work under the contract.
- 2.8.4 Access to Properties. During the work the Contractor shall not shut off nor unnecessarily interfere with either pedestrian or vehicular access to property without the consent of the Library Director.
- 2.8.5 Work in Private Right of Way. Whenever the work is to be prosecuted through private property for which the City has obtained a license or an easement, the Contractor shall abide fully with the terms of the license or the easement, a copy of which is on file in the Department of Public Works.
- 2.8.6 Statement from Easement Grantors. Before final payment will be made, the Contractor shall obtain and submit to the Library Director a statement from the parties granting the license or easement, which statement shall be in the following form:

Date _____

Library Director, Milwaukee Public Library
City of Milwaukee:

The property owned by the undersigned has been left in a satisfactory condition, following the recent completion of construction work through such property, as described in the license or easement agreement permitting such work.

_____	_____
(Witness)	(Owner)
_____	_____
(Witness)	(Title)

by

- 2.8.7 Failure to Secure Statement. In case the Contractor is unable to secure the above statement, the Contractor shall inform the Library Director of the reasons for failure to do so. Library Director or the Library Director's representative shall then examine the site, and the Library Director shall direct the Contractor to complete any work that may be necessary to satisfy the terms of the license or easement. Should the Contractor refuse to do the work, the Library Director reserves the right to have it done by contract or force account and deduct the cost of same from monies due the Contractor, or the Library Director may require the Contractor to furnish a bond in a sum satisfactory to the Library Director to cover any legal claims for damages. When the Library Director is satisfied that the work has been completed in compliance with the contract documents and the terms of the license or easement, the Library Director reserves the right to waive the requirement of obtaining the statement, when the Contractor's failure to obtain such statement is due to the grantor's refusal to sign and this refusal is not based upon any legitimate claims that the Contractor has failed to fulfill the terms of the license or easement or when the Contractor is unable to find, or undue hardship would be imposed to solicit the grantors.

- 2.8.8 Maintenance of Crosswalks and Gutters. Suitable pedestrian crossings, at least four feet in width, shall be provided and maintained by the Contractor as directed by the Library Director. Gutters must not be obstructed at any time, and where it is necessary to cover them, a continuous pipe or timber drain ample to carry off the storm waters shall first be laid along the gutter, and such pipe or drain shall be kept open and free from obstructions.
- 2.8.9 Sanitary Regulations. The Contractor shall construct and maintain properly sheltered sanitary conveniences for the employees, and their use must be strictly enforced.
- 2.8.10 Drainage. Drainage must not be obstructed at any time. When necessary, a continuous pipe or timber drain of ample capacity shall be laid to carry off the storm water. Such pipe or drain shall be kept open and free of obstructions.
- All storm or ground water, which is to be removed from the site of the work, must be conveyed to an inlet of a storm or combined sewer, or when so approved by the Library Director to some other point of disposal. All sanitary sewage must be conveyed by closed pipe or hose to an inlet of a sanitary or combined sewer, or when so approved by the Library Director, to some other point of disposal. Proper precautions shall be taken to prevent excessive quantities of clay, sand, or silt from entering existing sewers. All existing structures which are disturbed must be restored to a condition at least equal to their original condition and to the satisfaction of the Library Director.
- 2.8.11 Access to Public and Private Underground Structures and Appurtenances. Free access must always be maintained to fire hydrants, fire alarm and police call boxes, water and gas gate valves, catch basins, sewer, water, Bureau of Traffic Engineering and Electrical Services, utilities, manholes, and appurtenances. Whenever free access to any such structure shall have been obstructed or interfered with during the progress of the work, the Contractor shall immediately remove, at the Contractor's own expense, such obstruction or interference.
- 2.8.12 Water Line Connections to Hydrants. The piping and fittings which the Contractor employs for connecting a water supply line to a City hydrant shall be equipped with a valve to be used in place of the regular hydrant valve which shall remain fully opened during usage. The fitting and valve assembly shall be watertight.
- 2.8.13 Traffic. The Contractor shall maintain vehicular traffic as specified in the contract documents or as otherwise directed by the Library Director.
- 2.8.14 Emergency Maintenance and Protection. In the event it becomes necessary for the City to perform emergency maintenance and protection, which is the responsibility of the Contractor under the contract documents, the cost of such work shall be billed to the Contractor and deducted from the final payment if not paid.

LEGAL RELATIONS

CHAPTER 2.9.0

- 2.9.1 Laws, Regulations and Jurisdiction. The Contractor, the Contractor's agents, and employees, shall at all times observe and comply with all Federal laws, rules and regulations, statutes, codes, rules and regulations of the State of Wisconsin, and all applicable charter provisions, codes, regulations, and ordinances of the City of Milwaukee, all amendments thereto, and all the provisions of the contract documents, which in any manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later of bodies or tribunals having jurisdiction or authority over the work. The Contractor shall protect and save harmless the Board and City, its officers and representatives, against any claim or liability arising from the violation of any such law, ordinance, code, rule, regulation, or order.

This contract shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin and Contractor consents to the jurisdiction of such courts.

2.9.2 Assignment and Subletting. Any subcontracting of this agreement is mutually recognized by all parties only to the extent of its approval and acceptance by the Library Director at the time of the award of this contract. The Contractor shall not subsequently assign this contract or any interest therein, nor subcontract the work or any part thereof, without written consent of the Library Director having first been obtained. If the Contractor submits a subsequent written request(s) to the Library Director for substitution(s) of listed subcontractor(s), the Contractor shall give the Library Director written assurance that the Contractor will save the City harmless from any damages which may arise from litigation between the original subcontractor(s) and the Contractor as a result of such substitutions. The decision of the Library Director shall be final in determining consent for said substitution(s). It is incumbent upon the Contractor to notify the Surety of such consent granted by the Library Director for said substitution(s).

If the Contractor shall so assign or subcontract without such consent, the Library Director shall have the right to rescind this contract and to declare the same null and void or to re-let the work to some other competent party, thereupon adjusting and determining the damages to the City arising thereby, and the Contractor shall be liable to the City for such damages as the Library Director shall so adjust and determine, which adjustment and determination thereof, shall be final and conclusive on the parties thereto.

The Contractor assumes full liability for all acts and omissions of any subcontractor or of anyone employed directly or indirectly by either said Contractor or any subcontractor, and this liability shall be in addition to any other legal liability of the Contractor. Neither the approval nor endorsement of the Library Director nor anything contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the City.

Consent to the assignment or subletting of this contract or of any part thereof or any alterations which may be made in the terms of this contract or in the work to be done under it or the granting of any extension of time for the performance of the contract or any other forbearance on the part of either the Library Director or Contractor to the other shall not in any way release the Contractor or Surety or their heirs, executors, administrators, successors, or assigns from their liability hereunder.

The Contractor, to the extent practicable, shall maintain a list of all subcontractors and suppliers performing work or furnishing materials under each formal contract. This list must be submitted to the Library Director upon request.

2.9.3 Patents and Trade Secrets. The Contractor shall hold and save the Board and City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or unpatented invention process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the contract documents.

If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, the Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. The Contractor and/or Contractor's Sureties shall indemnify and save harmless the Board and City from any and all claims for infringement by reasons of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Board and City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after the completion of the work.

License and/or Royalty Fees for the use of a process which is authorized by the City must be reasonable and paid by the Contractor to the holder of the patent and authorized licensee.

2.9.4 Liens and Taxes. Any and all taxes and license or permit fees imposed by the Federal, State, and local municipalities are the sole responsibility of the Contractor. Any and all liens or claims of damages which may be chargeable to the Contractor are the sole responsibility of the Contractor.

The Library Director reserves the right to withhold a sufficient amount from the contract payment to indemnify the City against such liens or claims of damages.

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used in the work, free from all liens, claims, or encumbrances.

The Contractor covenants and agrees to pay all claims for labor performed and materials furnished, used, or consumed for the purpose of making the improvement as provided in the contract.

2.9.5 Sales Tax. The City is exempt from Wisconsin Use and Sales Tax. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their lump sum bids only the same tax they will be required to pay directly as a consumer, when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder.

2.9.6 Protection Against Liability. Contractor covenants and agrees that Contractor shall save and indemnify and keep harmless the Board and City against all liabilities, judgments, costs, and expenses, which may be claimed against the Board and/or City in consequence of the granting of the contract, or which may result from the carelessness or neglect of the Contractor or the agents, employees, or workers of the Contractor or subcontractor in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the Board and/or City by reason of the carelessness or negligence of the Contractor or the Contractor's agents, employees, workers, or subcontractors, the Contractor assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

2.9.7 Liability and Insurance. The Contractor shall be responsible for and shall save the Board and City harmless from 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, the Contractor's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or 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 defective or careless work methods, or from and against all claims or liabilities for royalties, licenses fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment, or plant or any process, device or combination of devices used in the construction of the work.

Each Prime Contractor must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime Contractor has the types and amounts of insurance referenced in Sections (a) through (d). The Prime Contractor shall require all of its subcontractors to carry the same types and amounts of coverage as required by the Prime or may instead provide the coverage for any or all subcontractors. The Prime Contractor is fully responsible for assuring subcontractors compliance with all the insurance requirements specified herein.

a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Coverage Amounts

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

To Include
Other state's coverage

b) COMMERCIAL GENERAL LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each occurrence	\$1,000,000
	general aggregate	\$1,000,000
	products/completed	
	operations aggregate	\$1,000,000
Personal Injury	aggregate	\$1,000,000

To Include

Occurrence form
Premises/operations coverage
Products/completed operations coverage including extension of coverage for two (2) years after acceptance of work by the Board
Independent contractors (Owners/Contractors Protective) coverage
Contractual liability for risks assumed in this agreement
No exclusion for explosion, collapse, or underground occurrences

c) AUTOMOBILE LIABILITY

Limits of Liability

Bodily Injury/ Property damage	each accident	\$1,000,000
--------------------------------	---------------	-------------

To Include

Coverage on all owned, non-owned, and hired vehicles

d) UMBRELLA LIABILITY

Limits of Liability

Personal Injury/Property Damage	each occurrence	\$2,000,000
	aggregate	\$2,000,000

To Include

Occurrence form
First dollar defense coverage
Insuring agreement which will provide excess protection to the primary coverages

For coverages referred to in Sections 2.9-7. (b), (c), and (d), the City of Milwaukee and Board of Trustees, Milwaukee Public Library shall be named as an additional insureds.

The worker's Compensation and Employer's Liability certificate should confirm that thirty (30) days notice of cancellation must be provided. For all other insurance coverages referenced above sixty (60) days notice of cancellation must be provided.

A separate certificate need not be furnished if the Contractor or Subcontractor has a current certificate on file with the City of Milwaukee.

No Contractor or Subcontractor shall perform any work under the contract after a certificate has expired or been cancelled unless a new or renewal certificate is provided prior to the expiration or cancellation date of the previous certificate.

- 2.9.8 Performance Bond and Payment Bond. For all Milwaukee Public Library contracts over \$50,000, the Contractor is to submit to the Library Director, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to 100% of the contract price and be conditioned on the payment to every person, including every subcontractor or supplier, of all claims that are entitled to payment for labor performed and materials furnished for the purpose of making the improvement as provided in the contract. The contractor is to provide the performance and payment bond with the executed contract and certificate of insurance. These bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the guarantee provisions of the contract.
- 2.9.9 Unforeseen Delay. If the City is prohibited or enjoined from proceeding with the work or from authorizing its prosecution, either before or after its commencement, by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reasons of the delays thereby caused, except for the actual cost of protection of such work as the Contractor may have underway for the cost of removal and replacement of such tools, plant, and materials, as the Contractor may have delivered upon the work site, and such cost is to be determined by the Library Director. The time of completion may be extended for such time, as in the judgment of the Library Director, shall be equal to the aggregate delay.
- 2.9.10 Default, Neglect, or Delay Shall Not Render the City Liable. The default, neglect, or delay of any other contractors, or the extension of time to any of them by the City for the completion of their work shall not render the Board or City liable to the Contractor or its Surety nor relieve them in any manner or sum whatsoever.
- 2.9.11 Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in 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, the Board 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) days before the effective date of such termination. The Board 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 Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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 Board 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.

- 2.9.12 Termination for Convenience of the Board. The Board 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 Board 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.
- 2.9.13 Collusive Agreements - Prohibited. The Library Director may require that each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form provided to the effect that the bidder has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted and also include therein compliance with Sec. 3.29, Milwaukee City Charter, such forms of affidavit being on file in the office of the Library Director.

Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and a non-collusive affidavit substantially in the form provided.

- 2.9.14 Progress Payments. If the Contractor shall proceed properly and with diligence to perform and complete this contract, the Library Director may, from time to time as the work progresses, grant to the Contractor an estimate of the amount already earned, reserving five percent thereof as retainage, except that at any time after fifty percent of the work is completed and the Library Director finds that satisfactory progress is being made, remaining progress estimates may be paid in full, which shall entitle the holder thereof to receive the amount due thereon, when the conditions, if any, annexed to such estimate shall have been complied with, and that estimates may be granted by the Library Director for any fabricated or manufactured materials and components specified, previously paid for the Contractor and delivered to the work site or properly stored and suitable for incorporation in the work embraced in the contract. The granting of any such estimate shall not be construed as an acceptance of the work or any portion thereof. Generally, payments will be made not more than once a month or for less than \$5,000.

At 50% completion or anytime after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed.

For contracts in excess of \$10,000 but less than \$100,000 the City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors or suppliers.

- 2.9.15 Final Payment. Upon the completion of the work by the Contractor pursuant to the terms of this Contract and according to the Contract documents and the true intent and meaning of this Contract and after the acceptance of the work by the Library Director, the City shall pay the Contractor, subject to any retainage or guarantee provisions in the contract documents, any balance then remaining due and payable by the terms of this Contract.

All monies paid or owed by the City to the Contractor shall be and constitute a trust fund, in the hands of the Contractor only, to the amount of all claims due and to become due or owing from the Contractor for lienable labor and materials until all such claims have been paid. The using of such monies by the Contractor for any other purpose until all such claims have been paid is, as declared by Section 779.02(5), and 779.16 Wisconsin Statutes, punishable as therein provided by law.

- 2.9.16 Final Payment to Terminate Liability of Board and City.

- a) The acceptance by the Contractor of the "Final Payments" provided for in the contract shall operate as, and shall be, a release to the Board and City and its representatives from all claims by the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the Board or City or of any person relating to or affecting the work.
- b) Prompt Payment - In accordance with Common Council Resolution No. 101137 regarding the City's contractor and subcontractor payment policy, is modified as follows: It is the City's policy to pay all invoices within 30 days. If the City does not make payment 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)..
- c) 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 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

- 2.9.17 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.
- 2.9.18 Time for Completion. The time specified for the completion of the work is of the essence of this contract, and the Contractor shall not be entitled to claim performance of this Contract unless the work is satisfactorily completed in every respect within the time herein specified.
- 2.9.19 Contractor-City Relationship. The relation of the Contractor to the City is and shall be that of an independent Contractor.
- 2.9.20 Special Conditions, Federally-Aided Projects. Any special conditions relating to contracts involving the Economic Development Administration (EDA), the Department of Housing and Urban Development (HUD), or federally assisted projects are subject to the special conditions attached hereto, which special conditions insofar as inconsistent with the provisions and general conditions heretofore stated shall be controlling.
- 2.9.21 Assignment of Payments. All monies payable under the Contract, or any part thereof, will be paid to the Contractor in accordance with the provisions of this section, and no assignment or order executed by the Contractor directing payment of any portion or all of such funds to any other person or persons will be recognized by the City unless such assignment or order is given and shall have attached thereto, by endorsement or otherwise, the consent of the surety, and any designated assignee. No such assignment or order shall be binding on the City.
- 2.9.22 Establishment and Maintenance of Records. The Contractor shall establish and maintain records of the Contract including any and all subcontractor contracts and employee time and payment records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stats. Section 19.21, *et. seq.* Contractor acknowledges that it is obligated to assist Board and City in conforming to the law and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold harmless the Board and City from liability under that law. Except as otherwise authorized, those records shall be maintained by the Contractor for a period of seven (7) years after receipt of the final payment under this Contract.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

CITY OF MILWAUKEE - MILWAUKEE PUBLIC LIBRARY
SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances Small Business Enterprise (SBE) participation is required in all contracting activities of the Milwaukee Public Library. The ordinance requires that certified SBEs be utilized for a % of the total dollars annually expended through commodity, service contracts and construction contracts. For construction and goods and services contract the requirement is 25%. For the purchase of professional services the requirement is 18%. In an effort to meet these requirements, the Board of Trustees of the Milwaukee Public Library acting through the Library Director, as contracting officer for the City, designates the level of participation of SBE bidders are required to achieve the minimum SBE participation stated in the Official Notice to Bid.
- B. The contractor/vendor shall prepare and submit accurate and timely SBE utilization forms and reports to the Milwaukee Public Library. The reports shall include, but not be limited to, SBE Compliance Plan (Form A), monthly utilization (Form D), and SBE subcontractor payment certification (Form E) forms. Failure to submit the forms and/or reports to the Milwaukee Public Library may result in disqualification of future bids, delay of payments, or other sanctions deemed appropriate. The final contract payment will not be made until final SBE utilization reports (Form D) and SBE subcontractor payment certifications (Form E) are on file with the Milwaukee Public Library.
- C. During the performance of this contract, the Milwaukee Public Library reserves the right to conduct compliance reviews. If the contractor/vendor is not in compliance with the specifications, the Milwaukee Public Library will notify the contractor/vendor in writing of the corrective action that will bring the contractor/vendor into compliance. If the contractor/vendor fails or refuses to take corrective action as directed, except in the case of fraudulent information, the Milwaukee Public Library may take one or more of the following actions listed below:
1. Terminate or cancel the contract, in whole or in part.
 2. Consider debarment of the contractor/vendor from bidding.
 3. Withhold payments on the contract.
 4. Any other remedy available to the City by law or in equity.

II. Definitions

- A. *"SMALL BUSINESS ENTERPRISE" (SBE)* means a small business concern that is 51% owned, operated and controlled by one or more individuals who are small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks, and earnings commensurate with the percentage of ownership.
- B. *"OWNED/OPERATED AND CONTROLLED"* means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by an individual as defined in Chapter 370 of the Milwaukee Code of Ordinances.
 2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are small owners who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise.

3. A corporation legitimately owned, operated and controlled by one or more small owners who are at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

III. SBE Utilization Requirements

- A. Each contractor/vendor shall utilize SBE firms to a minimum of the percentage specified on this contract. Note that the contractor/vendor shall be required to attain SBE participation on their base bid (excluding specified activities, alternates and change orders). SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criterion:
 1. The firms identified as SBE by the contractor/vendor on the SBE Compliance Plan must be certified by the City of Milwaukee's Office of Small Business Development prior to bid opening.
 2. The contractor/vendor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
 3. The contractor/vendor shall be credited for the entire expenditure to an SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE participation may be extended for SBE suppliers that do NOT manufacture the products they supply.
 4. The contractor/vendor shall count only the SBE requirement of expenditures to SBEs that perform a commercially-useful function in the actual performance of the contract. SBEs are required to notify the Milwaukee Public Library if they subcontract out work on this project so that the Milwaukee Public Library can determine how much, if any, of the subcontracted work can be counted toward the SBE requirement. The Milwaukee Public Library will make the final determination and evaluation of whether or not the SBE is performing a commercially-useful function on this project.
- C. Contractors/vendors should submit a completed SBE Compliance Plan (Form A) with the bid or proposal certifying that the Contractor/vendor understands the provisions of Chapter 370 and intends to comply with them..
 1. Information on the Form (A) shall include, but not be limited to:
 - a. The names, addresses, contact person and telephone numbers for the certified SBE firms that will participate on the bid as subcontractors or suppliers.
 - b. A description of the scope of work to be performed by the SBE(s) on this project.
 - c. The SBE contract dollar value and corresponding percentages that the dollar value represents of the total contract amount.
 2. The listing on the SBE Compliance Plan (A) shall constitute a representation that the contractor/vendor has communicated directly with the SBE(s) listed. If the contractor/vendor is awarded the contract, they will enter into a subcontract with the certified firm(s) for that portion of the work listed at the designated price(s) set forth.
 3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid/proposal unresponsive, and the Milwaukee Public Library may then recommend award to the next apparent winning bidder.

4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan and counted towards the percentage requirements on this project. A listing of the current CITY certified SBE firms is maintained at:

Department of Administration
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, Wisconsin 53202

- D. If for any reason a SBE cannot perform, THE CONTRACTOR/VENDOR SHALL CONTACT THE MILWAUKEE PUBLIC LIBRARY FOR APPROVAL TO SUSTITUTE ANOTHER CITY SBE CERTIFIED FIRM. The contractor/vendor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitution. Any difference in the cost occasioned by such substitution shall be borne by the contractor/vendor. If the contractor cannot find another certified firm to do the work at a comparable price, a non- SBE firm may be substituted with the approval of the Milwaukee Public Library.
- E. If the contractor/vendor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during or before completion of the contract, the contractor/vendor shall immediately contact the Milwaukee Public Library.
- F. Certification programs other than the City's Office of Small Business Development are not accepted by the City of Milwaukee nor do they have any bearing on the eligibility criteria established by the City.
- G. The Milwaukee Public Library reserves the right to waive any of these specifications when it is in the best interest of the City and in accordance with the procedures set forth in Chapter 370 of the Milwaukee Code of Ordinances.

**COMPLIANCE PLAN -CITY OF MILWAUKEE - MILWAUKEE PUBLIC LIBRARY
SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS (SBE PARTICIPATION)**

This form must be completed in its entirety and is a required submission with bid or proposal. All proposed subcontractor(s) and/or material supplier(s) for this project must be shown.

PRIME CONTRACTOR'S NAME: _____ BID OR RFP NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL SBE AMOUNT: _____

NAME OF SUBCONTRACTOR/SUPPLIER ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST CITY OF MIL. CERTIFICATION: SBE	PERCENT OF BID	DOLLAR AMOUNT	WORK PERFORMED/ MATERIAL SUPPLIED	AUTHORIZED SBE OWNER/REPRESENTATIVE SIGNATURE
1. 					
2. 					
3. 					
4. 					
5. 					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/Proposal responsiveness. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/Proposal nonresponsive.

Contractor Authorized Signature: _____ Print Name & Title: _____

Reviewed By OBSD Analyst: _____ Date: _____

CITY OF MILWAUKEE
MILWAUKEE PUBLIC LIBRARY

AFFIDAVIT OF COMPLIANCE –SMALL BUSINESS ENTERPRISE PROVISIONS

PROJECT NAME _____

FORMAL BID AND/OR RFP NUMBER: _____ DATE: _____

Per the Invitation to Bid the commitment for SBE participation on this project is: __%

The Milwaukee Public Library reserves the right to reject and disqualify any invitation to bid which does not achieve the percentage requirements specified for SBE involvement and which fails to comply with the City’s requirements as outlined in the SBE provisions.

The undersigned hereby states that I/We have not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached invitation to bid or in the selection of subcontractor(s) or material supplier(s) for such bid. I/We also, acknowledge, understand, and agree that submission of an invitation to bid or request for proposal shall commit the responder to comply with the City’s SBE participation on this contract, including submission of the information required by the proposed schedule of subcontractor(s)/or material supplier(s) with authorized signature from each SBE utilized on Form A.

I/We hereby states that all of the above information is true and correct to the best of his/her knowledge.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

On this _____ day of _____, 20____ the above named acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of the said company.

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

NOTARY PUBLIC SIGNATURE

PRINT NAME

(SEAL)

My commission expires: _____

FAILURE TO RETURN WITH BID/PROPOSAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

DIRECTIONS FOR SBE MONTHLY REPORT (FORM D)

1. List the month and year for the payments being reported. **If this is final report, submit Form E "Subcontractor Payment Certification Form."**
2. List prime contractor's or firms registered company name.
3. List prime contractor's or firm's business address, including city, state and zip code.
4. List prime contractor's or firm's telephone number.
5. List prime contractor's or firm's FAX number.
6. Enter the name of the Project or Contract and the project location.
7. Enter the official MPL Service Order or Contract number.
8. Enter the contract start date.
9. Enter the contract substantial completion date.
10. Enter the total dollar amount of the contract, including any change orders.
11. Enter the total amount paid to prime contractor or firm to date.
12. List the percentage required for this project for each SBE.
13. List information for ALL SBE subcontractors or suppliers: 1. full name of firm; 2. brief description of work being performed or supply furnished; 3. amount paid to for the month you are reporting; 4. total paid to date.
14. Enter the name and title of the person preparing this report.
15. Signature, title and date of the authorized representative for the prime contractor/firm.

Return this report to: Milwaukee Public Library
Attn: Business Operations Manager
814 W. Wisconsin Avenue
Milwaukee, WI 53233
(or FAX to: 414-286-2798)

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY.
FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELY IN PAYMENT.**

CITY OF MILWAUKEE
MILWAUKEE PUBLIC LIBRARY

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
SUBCONTRACTOR/SUPPLIER FINAL PAYMENT CERTIFICATION

This form must be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with this project. Form(s) must be attached to the Prime Contractor's Final Form D.

MPL Contract #: _____

Prime Contractor/Firm Name: _____

SBE Subcontractor/Supplier Name: _____

SBE Subcontractor/Supplier Executes

Section A –SBE Company Officer Completes for **Payment that has been received.**

I hereby certify that our firm has received \$_____ for subcontract work performed and/or material supplied on the above project.

Signature of SBE Firm _____ Date _____

Printed Name and Title _____

Section B – Prime Contractor and SBE Company Officer Complete if **Full Payment Has Not Been Made to the SBE Subcontractor and a balance remains to be paid.**

I hereby certify that I will pay \$_____ to _____ for subcontract work or materials on the above project.

Signature of Prime Contractor _____ Date _____

Printed Name and Title _____

Signature of SBE Firm _____ Date _____

Printed Name and Title _____

**FAILURE TO ATTACH THIS FORM WITH FINAL FORM D CAN SLOW
THE PAYMENT PROCESS.**

**Milwaukee Public Library
Residents Preference Program Provisions**

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for construction contracting activities. The ordinance requires that 40% of WORKER HOURS worked on a construction contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Library determines there is sufficient reason to impose lesser levels of participation. Further, the Library may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that the minimum percent of WORKER HOURS, as listed in the acknowledgements section/page and/or the Official Notice document will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the Library setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Library. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. Failure to submit the required forms and reports to the Library may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Library.
- C. During the performance of this contract the Library reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Library will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Library may take one or more of the actions listed below.
1. Withhold payments on the contract.
 2. Terminate or cancel the contract, in whole or in part.
 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 4. Any other remedy available to the City at law or in equity.
- D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

- A. RESIDENT – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

- B. UNEMPLOYED or UNDEREMPLOYED – a RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.
- C. WORKER HOURS – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. “Worker hours” includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

- A. The contractor shall utilize UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City in a minimum amount equal to the percentage of the WORKER HOURS as stated in paragraph IA above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records shall be maintained for seven (7) years after the contractor has received final payment under the contract and shall be made available to the Library upon reasonable notice.
- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Library may then recommend the award to the next apparent low bidder.
- E. The City recognizes the following organization which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder’s discretion.

Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Library.

Contractor Name

Employee Affidavit
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at _____, Milwaukee, WI _____
(Address) (Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

- _____ Copy of my voter's certification form.
- _____ Copy of my last year's Form 1040.
- _____ Copy of my current Wisconsin Driver's License or State ID.
- _____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

- _____ I have worked less than 1,200 hours in the preceding 12 months.
- _____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____ I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	20,147	1,679	\$840	\$775	\$388
2	27,214	2,268	1,134	1,047	524
3	34,281	2,857	1,429	1,319	660
4	41,348	3,446	1,723	1,591	796
5	48,415	4,035	2,018	1,863	932
6	55,482	4,624	2,312	2,134	1,067
7	62,549	5,213	2,607	2,406	1,203
8	69,616	5,802	2,901	2,678	1,339
For each add'l household member add	7,067	589	295	272	136

CITY OF MILWAUKEE – MILWAUKEE PUBLIC LIBRARY
CONTRACTORS TIME and WAGE REPORT

Contractor _____
 Sub-Contractor _____
 Work Location _____

MPL Contract No. C _____
 Period Starting _____
 Period Ending _____

Complete and return to Milwaukee Public Library
 within 10 days following the completion of work on a
 contract, or every three months, whichever occurs first.

NAME/ ADDRESS	EMPLOYED AS	Apprentice	REGULAR HOURS		OVERTIME HRS.		HOURLY CONTRIBUTIONS TO BE MADE
			Total Hours Worked	Hourly Rate*	Total Hours Worked	Hourly Rate*	Hourly Rate*

***Exclude Welfare, Vacation, Pension Fund and Other Contributions unless they are paid as wages.**

State of Wisconsin) ss.
 County of Milwaukee)

This is to certify that each and every employee was employed by me during the above period on the contract covered by this report as listed above and has been paid in full without rebate the amounts indicated, and that we have conformed with the requirements of Section 66.0903, Wis. Stats.

Subscribed and sworn to before me this _____ day of _____

 Company Officer's Signature

My commission Expires _____

Notary Public Milwaukee County

 Type or Print Officer's Name & Title

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/7/2015

DETERMINATION NUMBER: 201500024

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. 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 \$1.50/hr on 6/1/2015; 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.	34.13	20.61	54.74
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.35 on 06/01/2015; 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.	35.89	18.64	54.53
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; 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.	34.13	20.61	54.74
106	Carpet Layer or Soft Floor Coverer	33.68	19.98	53.66
107	Cement Finisher Future Increase(s): Add \$1.30 on 06/01/2015; Add \$1.40 on 06/06/2016	32.09	19.21	51.30
108	Drywall Taper or Finisher Future Increase(s): Add \$.90/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	29.97	20.74	50.71

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	23.73	19.09	42.82
112	Fire Sprinkler Fitter	39.10	19.94	59.04
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	34.19	18.50	52.69
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.77	23.97	54.74
117	Lather	33.68	19.81	53.49
118	Line Constructor (Electrical)	37.43	18.19	55.62
119	Marble Finisher	20.00	0.52	20.52
120	Marble Mason	35.37	17.99	53.36
121	Metal Building Erector	22.05	8.08	30.13
122	Millwright	28.53	25.19	53.72
123	Overhead Door Installer	20.00	6.10	26.10
124	Painter Future Increase(s): Add \$.90/hr on 06/01/2015; 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.	29.62	20.74	50.36
125	Pavement Marking Operator	30.10	18.08	48.18

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; 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.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	31.88	20.89	52.77
129	Plasterer Premium Increase(s): Add \$.40/hr for swing stage work.	31.21	19.93	51.14
130	Plumber	38.37	19.55	57.92
132	Refrigeration Mechanic Future Increase(s): Add \$1.70 on 6/1/15	41.01	21.54	62.55
133	Rofer or Waterproofor Future Increase(s): Add \$1.25/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/01/2016	29.65	18.15	47.80
134	Sheet Metal Worker	36.94	20.22	57.16
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer Future Increase(s): Add \$.86/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.63	17.25	42.88
138	Temperature Control Installer	39.76	21.09	60.85
139	Terrazzo Finisher	20.00	0.52	20.52
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher	24.24	17.54	41.78
142	Tile Setter	29.71	16.52	46.23
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.35 on 06/01/2015; Add \$1.45 on 06/01/2016 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.	34.28	18.48	52.76
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.71	47.31
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.07	18.10	52.17
203	Three or More Axle	23.49	12.02	35.51
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	18.70	51.72
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.49	12.02	35.51

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 \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	29.01	17.22	46.23
302	Asbestos Abatement Worker	22.05	19.16	41.21
303	Landscaper	15.44	11.20	26.64
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.13	17.79	37.92

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.06	16.76	34.82
314	Railroad Track Laborer	14.50	4.39	18.89
315	Final Construction Clean-Up Worker	28.31	12.30	40.61

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.47	18.70	53.17
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.17	18.70	52.87
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 \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.17	18.70	52.87

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	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. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	40.61	20.15	60.76
509	Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s):	40.11	20.15	60.26

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
	Crane Operators with CCO certification add \$.50/hr.			
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	39.61	20.15	59.76
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.55/hr on 6/1/2015.	38.92	20.15	59.07
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.55/hr on 6/1/2015.	37.04	20.15	57.19

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.55/hr on 6/1/2015.	31.89	20.15	52.04
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	34.06	19.35	53.41
516	Fiber Optic Cable Equipment	28.89	17.95	46.84

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	35.37	17.99	53.36
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; 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.	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician	47.76	0.00	47.76
111	Fence Erector	23.73	19.09	42.82
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	37.43	18.19	55.62
125	Pavement Marking Operator	30.10	18.08	48.18
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	39.76	21.09	60.85
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

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 Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	0.00	18.00

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 \$1.35/hr eff. 06/01/2015; 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.	29.16	17.72	46.88
303	Landscaper	39.43	0.00	39.43
304	Flagperson or Traffic Control Person	31.95	0.00	31.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72

314	Railroad Track Laborer	14.50	4.39	18.89
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**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	37.24	20.10	57.34
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.46	20.10	56.56
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). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.51	20.10	55.61

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	36.79	19.15	55.94
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.	50.50	0.42	50.92
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	31.64	19.15	50.79
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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	35.37	17.99	53.36
105	Carpenter	33.68	19.99	53.67
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.75	19.21	51.96
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
111	Fence Erector	23.73	19.09	42.82
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.77	23.97	54.74
118	Line Constructor (Electrical)	37.43	18.19	55.62
124	Painter	29.22	16.69	45.91
125	Pavement Marking Operator	30.27	18.79	49.06
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.11	26.51	56.62
133	Roofer or Waterproofer	29.40	17.05	46.45

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.64	46.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

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 Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	30.27	21.15	51.42
205	Pavement Marking Vehicle	23.16	17.13	40.29
206	Shadow or Pilot Vehicle	24.37	17.77	42.14

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
207	Truck Mechanic	24.52	17.77	42.29
LABORERS				
Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
301	General Laborer Future Increase(s): Add \$1.05/hr eff. 06/01/2015; 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).	27.06	20.03	47.09
302	Asbestos Abatement Worker	22.05	18.41	40.46
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; 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).	27.06	20.03	47.09
304	Flagperson or Traffic Control Person	22.55	19.37	41.92
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
314	Railroad Track Laborer	14.50	4.39	18.89

**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	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). Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.72	21.15	58.87
532	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. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.72	21.15	57.87

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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.46	21.15	57.61
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.17	21.15	57.32
536	Fiber Optic Cable Equipment.	28.89	17.95	46.84
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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	35.37	17.99	53.36
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; 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.	32.72	16.00	48.72
107	Cement Finisher	30.96	18.53	49.49
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
111	Fence Erector	23.73	19.09	42.82
116	Ironworker	30.52	23.47	53.99
118	Line Constructor (Electrical)	37.43	18.19	55.62
124	Painter	29.52	19.99	49.51
125	Pavement Marking Operator	30.10	18.08	48.18
126	Piledriver	29.56	25.71	55.27
133	Roofer or Waterproofer	29.40	17.05	46.45
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

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 Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	24.37	17.77	42.14
207	Truck Mechanic	18.00	0.00	18.00

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	24.75	19.69	44.44
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; 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).	27.06	20.03	47.09
304	Flagperson or Traffic Control Person	25.67	12.66	38.33
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
314	Railroad Track Laborer	14.50	4.39	18.89

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.72	21.15	58.87
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

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	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.	35.72	17.85	53.57
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint 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. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.46	21.15	57.61
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.	35.17	20.40	55.57
546	Fiber Optic Cable Equipment.	28.89	17.95	46.84

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.72	20.40	57.12
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.17	20.80	56.97
554	<p>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.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.17	20.80	56.97

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> \$
555	<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); 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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.17	21.15	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

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	33.07	16.07	49.14
102	Boilermaker	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason	23.89	4.78	28.67
104	Cabinet Installer	18.00	0.00	18.00
105	Carpenter	25.00	6.52	31.52
106	Carpet Layer or Soft Floor Coverer	30.00	0.00	30.00
107	Cement Finisher	26.60	3.99	30.59
108	Drywall Taper or Finisher	18.00	5.75	23.75
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
110	Elevator Constructor	23.26	0.00	23.26
111	Fence Erector	19.00	1.34	20.34
112	Fire Sprinkler Fitter	39.00	18.00	57.00
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown)	20.00	0.00	20.00
116	Ironworker	31.50	11.33	42.83
117	Lather	25.00	6.52	31.52
119	Marble Finisher	20.00	0.52	20.52
120	Marble Mason	23.89	4.78	28.67
121	Metal Building Erector	18.00	5.88	23.88

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
123	Overhead Door Installer	28.00	1.61	29.61
124	Painter	18.00	4.50	22.50
125	Pavement Marking Operator	18.75	2.47	21.22
129	Plasterer	22.00	0.00	22.00
130	Plumber	36.47	20.47	56.94
132	Refrigeration Mechanic	17.00	13.52	30.52
133	Roofer or Waterproofer Future Increase(s): Add \$1.25/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/01/2016	29.65	18.15	47.80
134	Sheet Metal Worker	26.13	20.22	46.35
135	Steamfitter	23.62	16.12	39.74
137	Teledata Technician or Installer	18.00	28.48	46.48
138	Temperature Control Installer	22.00	2.45	24.45
139	Terrazzo Finisher	20.00	0.52	20.52
140	Terrazzo Mechanic	30.71	16.52	47.23
141	Tile Finisher	23.77	16.52	40.29
142	Tile Setter	30.50	0.68	31.18
143	Tuckpointer, Caulker or Cleaner	14.00	8.75	22.75
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	17.25	5.70	22.95
203	Three or More Axle	23.49	14.07	37.56
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.49	14.07	37.56

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	15.00	10.33	25.33
302	Asbestos Abatement Worker	16.50	8.21	24.71
303	Landscaper	12.00	0.00	12.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
315	Final Construction Clean-Up Worker	10.00	2.21	12.21

**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, Timberco, 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.	36.06	19.02	55.08

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.	36.79	18.81	55.60
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***** END OF RATES *****