

INVITATION TO BID

PARKING LOT CONSTRUCTION FOR DOOR COUNTY, WISCONSIN

Bids are being sought for parking lot construction on two parcels owned by Door County in the Town of Baileys Harbor. Specifications and Instructions may be obtained from the Door County Soil and Water Conservation Department (SWCD), 421 Nebraska Street, Sturgeon Bay, Wisconsin, 54235 [P# (920) 746-2214] and may be accessed/are available electronically at www.co.do.wi.gov/swcd under the title "Cana Island Parking Lot Construction Project". There will be mandatory attendance at a site inspection and pre-bid meeting on October 1, 2012 at 1:00 p.m. Bids must be submitted to and received by the SWCD not later than 12:30 p.m. on October 15, 2012; and will be publicly opened at the SWCD's office on October 16, 2012 at 9:00 a.m.

Door County reserves the right to postpone letting of the contract for a period not to exceed thirty (30) days from the date of bid opening. Bids shall remain firm for that period of time.

GENERAL INSTRUCTIONS

Door County - Parking Lot Construction - PIN's 002-03-11302811H & 11G3

1. BIDS:

Bids, in triplicate, must be sealed in an opaque envelope labeled “**Parking Lot Construction**”. Bids must set forth the scope of work to be completed and the qualifications of the individual or entity submitting the bid [hereinafter “bidder”]. Any deviation from the specifications or these instructions must be noted clearly and concisely. Legibility, clarity and completeness are essential.

Bids must be signed (by the individual or by a duly authorized representative of the bidder) and dated. Bids must remain firm for a period of thirty (30) days beyond the date of proposal opening.

Issuance of the invitation to bid does not confer any rights to any prospective bidder and does not obligate Door County to enter in to a public works contract. Any costs associated with the preparation of a response to the invitation to bid shall be the sole responsibility of the bidder.

The County will use discretion with regards to disclosure of proprietary information contained in any bid, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin’s Public Record Law. Any confidential or proprietary information should be clearly marked as such.

All pertinent documentation must be included with the bid / proposal submitted. Failure to comply may result in the determination of a bid /proposal being nonresponsive and be cause for the bid / proposal to be rejected.

Once submitted, the bids and any supplementary documents become the property of Door County.

2. BID BOND

Each bid must be accompanied by a certified check, cashier's check or a bid bond equal to at least 5% of the bid, payable to Door County as a guaranty that if the bid is accepted the bidder will execute a public works contract and file a performance bond and insurance as required within thirty (30) days after award of the contract by Door County. If an intended awardee so executes the agreement and files bonds and insurance as required, the check or bid bond will be returned. In case the intended awardee fails to execute the contract and/or file bonds and insurance as required by the contract documents, the amount of the check or bid bond submitted with the bid shall be forfeited as liquidated damages.

3. QUALIFICATIONS OF BIDDER:

Bidder shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the work contemplated. Door County may make that investigation as it deems necessary to determine the ability of the bidder to perform the work. Door County reserves

the right to reject any bid if the bidder fails to satisfy the County that the individual or entity is qualified to perform the work contemplated.

Door County may, in its sole discretion, require bidders to submit sworn statements as to financial ability, equipment and experience in the work prescribed and other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bids are strongly encouraged to incorporate such information in to their bids.

4. CONSIDERATION/AWARD OF CONTRACT:

Door County reserves the right to reject or accept any or all bids, or parts thereof, and/or waive technical defects and informalities.

Door County will consider all elements entering into the question determining the qualifications and responsibility of the bidder. The award of this contract shall be to the lowest qualified and responsible bidder offering a compliant bid. A qualified and responsible bidder is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

Door County may supplement or change specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum. Any addendum will be forwarded to all persons who have requested a bid packet or submitted a bid.

Door County and/or its designee may choose to conduct interviews of qualified and responsible bidders. Further, qualified and responsible bidders may be required to make presentation[s] to Door County or its designee.

Door County reserves the right to negotiate deductive changes in the lowest qualified bid.

5. CONTRACT:

The successful individual or entity shall execute a Public Works Contract, substantially similar to that included with the instructions and specifications, within thirty (30) days after notice of the award of the contract is given. The invitation to bid, instructions, specifications, and bid in their entirety form the primary basis of the contract.

Door County reserves the right to supplement the contract after bid consideration and award. County will *consider* supplemental contractual language submitted by the selected bidder.

6. LAWS AND REGULATIONS:

The successful individual or entity must be cognizant of and shall scrupulously adhere to all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

Bids, any award of contract, and work hereunder are subject to Sections 59.52(29), 66.0901, 779.14 and/or 779.15 Wisconsin Statutes. Persons and entities submitting bids must be aware of and comply with all applicable statutory requirements.

Only those projects of public works with total estimated costs of completion that equal or exceed the thresholds set forth in Sections 66.0903 Wisconsin Statutes require a prevailing wage rate determination. **The prevailing wage rate determination is attached.**

7. LATE BIDS:

Bids that are not timely received will not be accepted. Late bids will be returned, unopened, to the bidder.

8. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their bid a sworn statement by the individual or entity that the individual or entity has: examined and carefully checked the specifications and instructions; conducted a due diligence investigation; and have offered a fully compliant bid proposal.

SPECIFICATIONS

DOOR COUNTY PIN's 002-03-11302811H & 11G3 PARKING LOT CONSTRUCTION

Project Narrative

Door County will receive sealed bids to construct a parking lot on the above referenced parcels..

Specifications

These specifications should be viewed as largely goal oriented versus prescriptive in nature. A contractor must base its bid primarily on: 1) its on-site inspection and investigation; and 2) its professional assessment of the work necessary to complete the project. The contractor is the principal source of responsibility for the work.

General specifications for this project include, but are not limited to, the following:

- ⇒ Contractor is responsible for assessment of the site deemed appropriate before work begins.
- ⇒ Contractor must provide all protective structures, barriers, or any other means of protection necessary to assure the public convenience and safety while the work is taking place.
- ⇒ Contractor is responsible for the removal and proper disposal of all debris created by or resulting from the work.
- ⇒ Do all other things required of the contractor by the Public Works Contract.

Detailed and technical specifications for this project are set forth in *Exhibit A*, attached hereto and incorporated by reference herein as if set forth in full.

There will be a mandatory attendance site inspection and pre-bid meeting at the parcels listed above on October 1, 2012 at 1:00 p.m. Bids will not be accepted from any person who does not attend the pre-bid conference and participate in the site inspection.

CANA ISLAND
PARKING
GENERAL LAYOUT
WITH AIR PHOTO

10' FRONT LOT SETBACK

RAIN GARDEN & OVERFLOW BASIN

SCALE 1" = 20'

SECTION A-A

10' R.O.W. LOT SETBACK

3' ASPHALT PARKING & ROADWAY

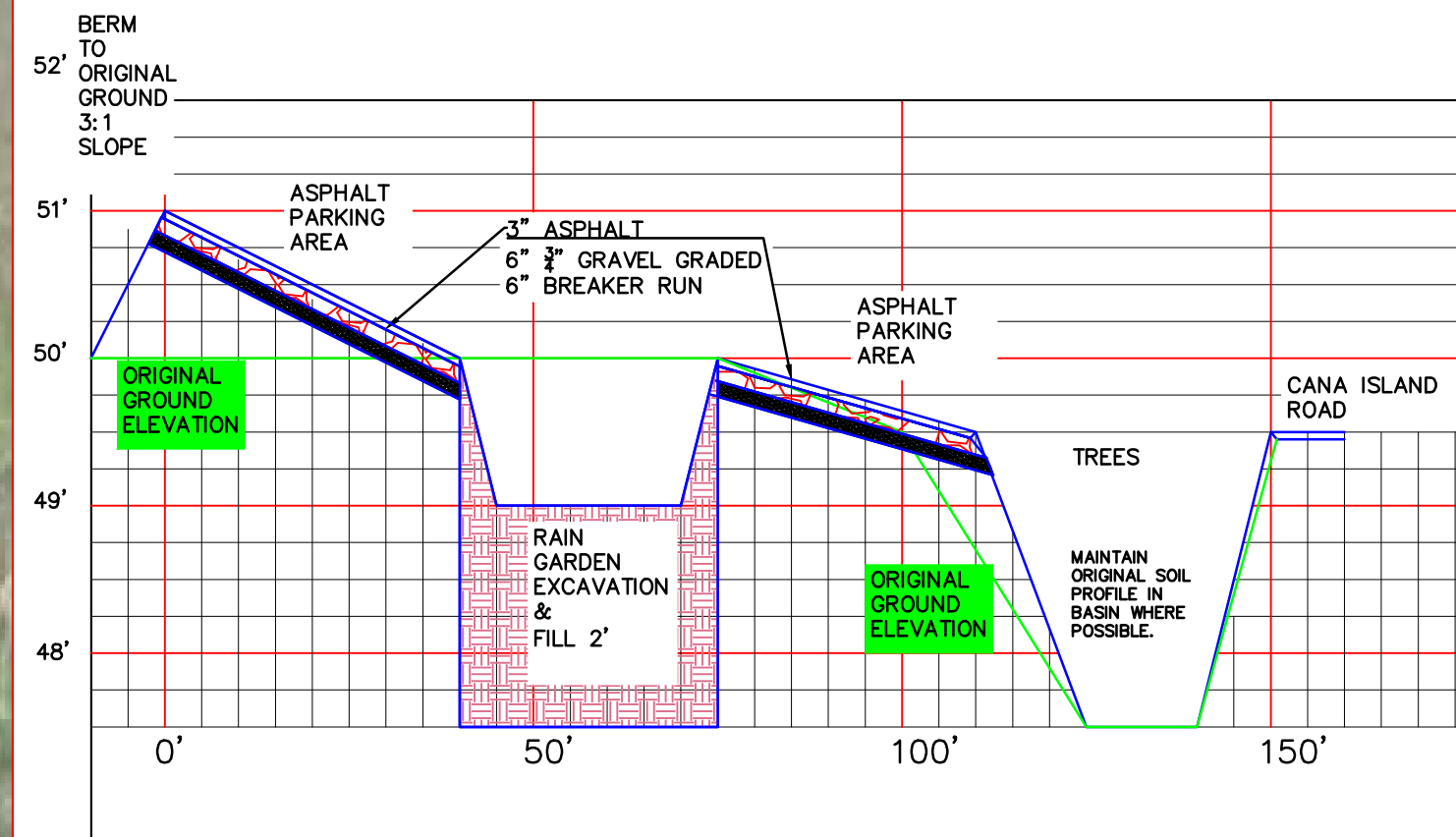
5' SIDE LOT SETBACK

SECTION A-A

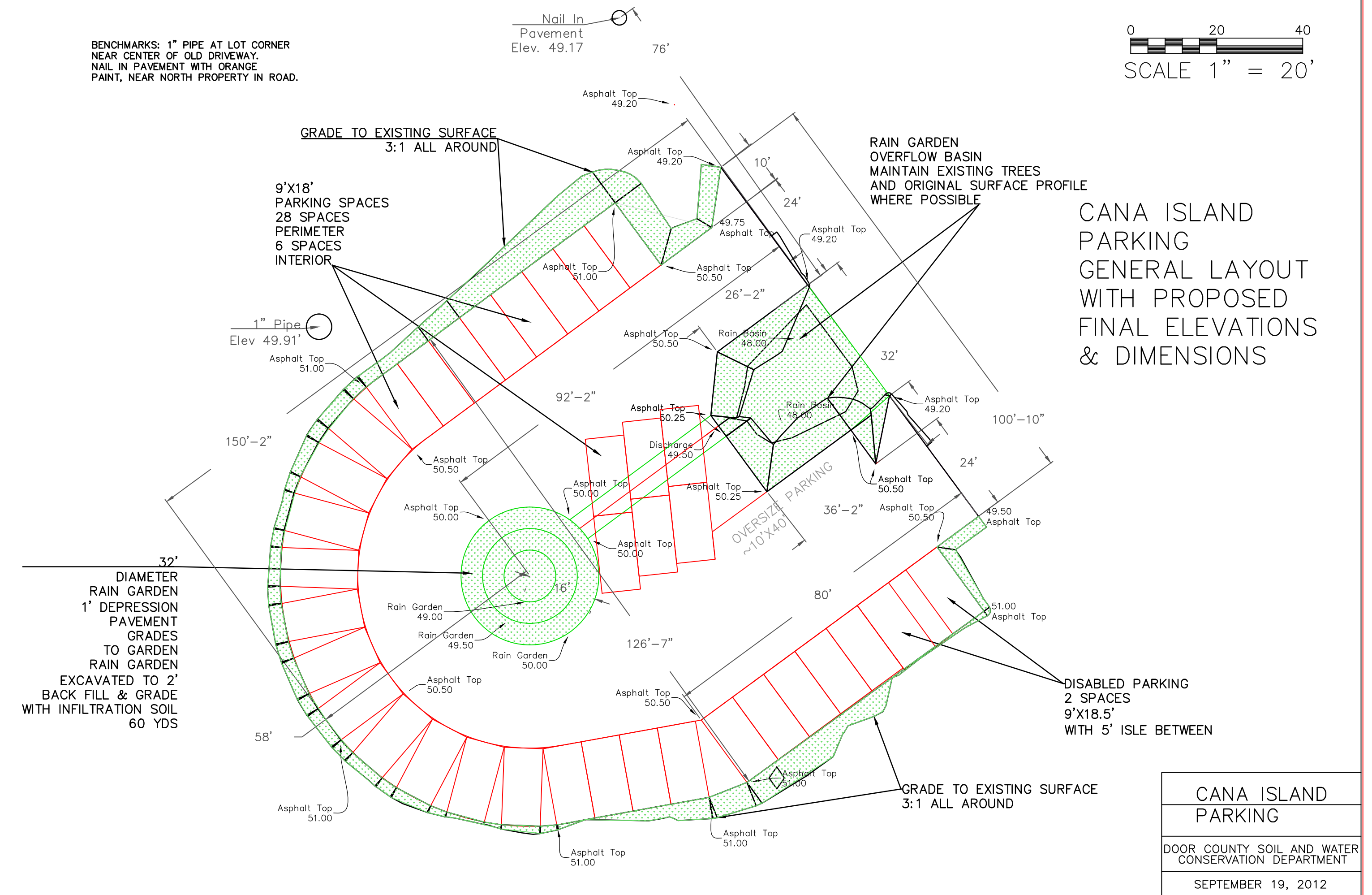
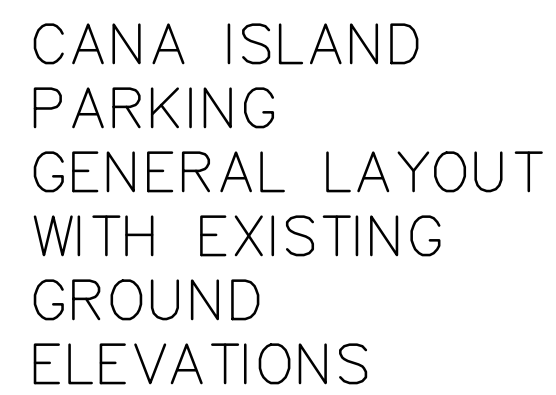
SECTION B-B

OHW 75' SETBACK FROM OHWM

East Cana Island Rd



1. Contractor is responsible for the removal and proper disposal of all debris created by or resulting from the work.
2. Excavated material not required for project is to be removed from site.
3. A minimum of 6" of breaker run and 6" of $\frac{3}{4}$ " graded gravel are to be placed and compacted per WI DOT Spec 301 prior to installation of Hot Mix Asphalt.
4. 3" of Hot Mix Asphalt Pavement to be installed per WI. DOT Specification 460, Mix E—0.3 12.5mm.
5. Rain garden collection area will have parent material excavated to a depth of 2 Ft. A pervious soil mix (2:1:1 ratio of sand (ASTM—C33 Concrete Sand), topsoil, and compost respectively) shall be placed, compacted and shaped to create a ~1' deep dishd basin. ~60 yards of material will be required.
6. Overflow from the rain garden will occur during larger rain events. Overflow will be Northeasterly over the asphalt pavement into the wooded overflow basin. The wooded overflow basin is variable in depth and original soil profile and trees are to remain.



PUBLIC WORKS CONTRACT
DOOR COUNTY PIN's 002-03-11302811H & 11G3
PARKING LOT CONSTRUCTION

In consideration of the mutual promises set forth below, the County of Door, a body corporate, ("Owner") and _____ ("Contractor"), makes this contract as of the ____ day of _____, 2012, and agree as follows:

ARTICLE 1 - WORK

- 1.1 Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "work":
- A. Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the project at the work site as set forth in the Invitation to Bid, Instructions, Specifications and Contractor's Bid Documents, all of which are attached hereto and incorporated herein by reference as if set forth in full.
 - B. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.
 - C. Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.
 - D. Do all other things required of Contractor by this contract.

ARTICLE 2 - STANDARDS OF PERFORMANCE

- 2.1 Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

ARTICLE 3 - ABILITY TO PERFORM

- 3.1 Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this contract.
- 3.2 Contractor warrants and represents that it is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the work in full compliance with, and as required by or pursuant to this contract.

ARTICLE 4 - TIME

- 4.1 Contractor represents and warrants that it is ready, willing, able, and prepared to begin the work on the commencement date and that the contract time is sufficient time to permit completion of the work in full compliance with, and as required by, this contract all with due

regard to all natural and man-made conditions that may affect the work or the work site and all difficulties, hindrances, and delays that may be incident to the work.

4.2 Contractor shall commence the work not later than November 1, 2012.

4.3 Contractor shall diligently and continuously prosecute the work at such a rate as will allow the work to be fully provided, performed, and completed not later than May 20, 2013.

4.4 Time is of the essence as to commencement date, rate of progress, and completion date.

ARTICLE 5 - FINANCIAL ASSURANCES

5.1 Contemporaneous with Contractor's execution of this contract, Contractor shall provide a public works bond as provided in Section 779.14 Wisconsin Statutes. Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor's expense, the bond(s) required hereunder.

5.2 Contemporaneous with Contractor's execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured's conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured's liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).

5.3 Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work in accordance with Section 779.14 Wisconsin Statutes.

5.4 Insurance Coverage:

1. Workers Compensation and Employer's liability with limits in compliance with the applicable provisions of the laws of the State of Wisconsin.
2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented not less than: one hundred thousand dollars [\$100,000.00] bodily injury per person and three hundred thousand dollars [\$300,000.00] bodily injury per occurrence; and fifty thousand dollars [\$50,000.00] property damage per occurrence. All employees shall be included as insured.
3. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than one million dollars [\$1,000,000.00] and compulsory coverages including bodily injury liability and property damage liability. Such

coverage shall include blanket contractual liability (i.e., must expressly cover this project and the indemnity provisions of this Contract).

ARTICLE 6 - PAYMENT

- 6.1 Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this contract, and Contractors shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in Contractor's Bid Documents, subject to any additions, deductions, or withholdings provided for in this contract. The contract price shall be paid in one lump sum payment.
- 6.2 Owner may make direct payment to subcontractors or suppliers or pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors or suppliers.
- 6.3 When the work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection. Contractor's notice of completion shall be given sufficiently in advance of the completion date to allow for scheduling of the final inspection and for completion or correction before the completion date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, non-conforming, incomplete, or otherwise not in full compliance with or as required by or pursuant to, this contract.
- 6.4 The work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this contract.
- 6.5 As soon as practicable after final acceptance, Contractor shall submit to Owner a final pay request in a form acceptable to Owner. Owner shall pay to Contractor the contract price, after deducting therefrom all charges against Contractor as provided for in this contract. Final payment shall be made not later than sixty (60) days after Owner approves the final pay request.
- 6.6 The acceptance by Contractor of final payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liability, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the work.

ARTICLE 7 - DEDUCTIONS

- 7.1 Owner shall have the right to deduct and withhold from any progress or final payment that may be or become due under this contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:
1. work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;
 2. damage for which Contractor is liable under this contract;

3. state or local sales, use, or excise tax from which Owner is exempt;
4. liens or claims of lien regardless of merit;
5. claims of subcontractors, suppliers, or other persons regardless of merit;
6. delay in the progress or completion of work;
7. inability of Contractor to complete the work;
8. failure of Contractor to properly complete or document any pay request;
9. the cost to Owner (including attorneys' fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in this contract.

ARTICLE 8 - LIENS

- 8.1 Nothing in this contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this contract after they have been installed in, incorporated into, attached to, or affixed to, the work or the work site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner. Such shall not release Contractor from its duty to insure and protect the work in accordance with the requirements of this contract.
- 8.2 Contractor shall, from time to time and prior to final payment, furnish to Owner such waivers, receipts, releases, certificates, affidavits and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the work or this contract and that no right to file any lien exists in favor of any person whatsoever.
- 8.3 If at any time any notice of any lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such lien.
- 8.4 This article is for the protection of owner only. This article shall not operate to relieve Contractor's surety or sureties from any of their obligations under this contract. This article shall not be deemed to vest any right, interest, or entitlement in any subcontractor or supplier.

ARTICLE 9 - SUBCONTRACTORS AND SUPPLIERS

- 9.1 Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.
- 9.2 All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are

applicable to the work undertaken by the subcontractor or supplier. Owner's approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

9.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

9.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.

9.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.

9.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

ARTICLE 10 - SUSPENSION OR TERMINATION OF WORK

10.1 Owner may terminate or suspend the work in whole or in part at any time, solely for the Owner's convenience, by written notice to Contractor. Such notice shall state the extent and effective date of such termination or suspension. On such effective date Contractor shall, as and to the extent directed, stop work under this contract, cease all placement of further orders or subcontracts, terminate, or suspend work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest.

10.2 In the event of any termination or suspension Owner shall pay Contractor for all work done in compliance with, and as required by or pursuant to, this contract up to the effective date of termination or suspension.

ARTICLE 11 - INDEMNIFICATION

11.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.

11.2 Owner agrees that it shall protect, indemnify, and hold harmless the Contractor and its respective officers, officials, employees, and agents from and against all actions, claims,

costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Owner or the Owner's officers, officials, employees, and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.

ARTICLE 12 - LABOR STANDARDS

- 12.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. This includes, but is not limited to, compliance with prevailing wage rates and hours of labor. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards.

ARTICLE 13 - NON-DISCRIMINATION

- 13.1 During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

ARTICLE 14 - AFFIRMATIVE ACTION

- 14.1 During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

ARTICLE 15 - EQUAL EMPLOYMENT

- 15.1 During the term of this contract Contractor shall comply with all applicable equal employment obligations.

ARTICLE 16 - PUBLIC RECORD REQUESTS

- 16.1 Contractor shall maintain records in connection with this contract in a manner sufficient to meet the requirements of the Wisconsin's Open Record Law ("WORLD") set forth in Section 19.31 - 19.39 Wis. Stats. Contractor shall assist Owner in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.

ARTICLE 17 - SAFETY OF WORK SITE

- 17.1 Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the work site. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

ARTICLE 19 - DISPUTES AND REMEDIES

- 19.1 To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.
- 19.2 If the dispute resolution procedure set forth in Article 18.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.

ARTICLE 20 - GOVERNING LAWS/VENUE

- 20.1 This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Wisconsin.
- 20.2 Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Door, State of Wisconsin.

ARTICLE 21 - RELATIONSHIP OF PARTIES

- 21.1 Contractor shall act as an independent contractor in providing and performing the work under this contract.
- 21.2 Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

ARTICLE 22 - ASSIGNMENT

- 22.1 Contractor shall not assign this contract in whole or in part.
- 22.2 Contractor shall not assign any of its rights or obligations under this contract.
- 22.3 Contractor shall not assign any payment due or to become due under this contract.

ARTICLE 23 - BINDING EFFECT

- 23.1 Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.
- 23.2 This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.
- 23.3 If there is any conflict between this contract and any attachments or documents incorporated herein by reference, the terms of the contract shall govern.

ARTICLE 24 - SEVERABILITY

- 24.1 The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.

24.2 In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.

ARTICLE 25 - AMENDMENTS

25.1 No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

Accepted and Agreed this _____ Day of _____, 2012.

Authorized Signatory for ("Contractor")

Accepted and Agreed this _____ Day of _____, 2012.

Charles G. Brann
Airport and Parks Committee Chairperson

Accepted and Agreed this _____ Day of _____, 2012.

Daniel R. Austad
County Board Chairperson

Approved as to Form this _____ Day of _____, 2012.

Grant P. Thomas
Corporation Counsel

| | | |
|---|---------------------------|--|
| State of Wisconsin Department of Workforce Development Equal Rights Division | DEPARTMENTAL ORDER | |
| ISSUE DATE: 9/13/2012 | | |
| PROJECT: | | |
| CANA ISLAND PARKING LOT BAILEYS HARBOR TOWN, DOOR COUNTY, WI Determination No. 201202279 | | |
| PROJECT OWNER: | | REQUESTER: |
| WILLIAM SCHUSTER, COUNTY CONSERVATIONIST DOOR COUNTY SWCD 421 NEBRASKA STURGEON BAY, WI 54235 | | WILLIAM SCHUSTER, COUNTY CONSERVATIONIST DOOR COUNTY SWCD 421 NEBRASKA STURGEON BAY, WI 54235 |
| ADDITIONAL CONTACT: | | NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact. |
| | | |
| <p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p> | | |
| <p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section PO Box 8928 Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;">Web Site: http://dwd.wisconsin.gov/er/</p> | | |

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 9/13/2012

DETERMINATION NUMBER: 201202279

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 3/12/2013. If NOT, You MUST Reapply.

PROJECT NAME: CANA ISLAND PARKING LOT

PROJECT LOCATION: BAILEYS HARBOR TOWN, DOOR COUNTY, WI

CONTRACTING AGENCY: DOOR COUNTY

| | |
|-------------------------|--|
| 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.

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| BUILDING OR HEAVY CONSTRUCTION |
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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.

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| SKILLED TRADES |
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| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|--|--------------------------------|------------------------------|-------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 101 | Acoustic Ceiling Tile Installer | 29.06 | 15.16 | 44.22 |
| 102 | Boilermaker | 35.31 | 20.03 | 55.34 |
| 103 | Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 30.76 | 16.42 | 47.18 |
| 104 | Cabinet Installer | 29.06 | 15.16 | 44.22 |
| 105 | Carpenter | 29.06 | 15.16 | 44.22 |
| 106 | Carpet Layer or Soft Floor Coverer | 29.06 | 15.16 | 44.22 |
| 107 | Cement Finisher Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 | 30.76 | 16.42 | 47.18 |
| 108 | Drywall Taper or Finisher | 20.00 | 6.75 | 26.75 |
| 109 | Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 28.01 | 16.99 | 45.00 |
| 110 | Elevator Constructor | 43.79 | 25.48 | 69.27 |
| 111 | Fence Erector | 25.50 | 0.00 | 25.50 |
| 112 | Fire Sprinkler Fitter | 36.39 | 16.75 | 53.14 |
| 113 | Glazier | 28.19 | 10.96 | 39.15 |
| 114 | Heat or Frost Insulator | 28.14 | 9.24 | 37.38 |
| 115 | Insulator (Batt or Blown) | 23.62 | 11.55 | 35.17 |
| 116 | Ironworker | 27.48 | 21.54 | 49.02 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 117 | Lather | 29.06 | 15.16 | 44.22 |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 119 | Marble Finisher | 31.16 | 16.02 | 47.18 |
| 120 | Marble Mason | 31.16 | 16.02 | 47.18 |
| 121 | Metal Building Erector | 20.47 | 2.99 | 23.46 |
| 122 | Millwright | 30.66 | 15.21 | 45.87 |
| 123 | Overhead Door Installer | 18.00 | 4.86 | 22.86 |
| 124 | Painter | 21.00 | 4.06 | 25.06 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 127 | Pipeline Fuser or Welder (Gas or Utility) | 30.52 | 18.84 | 49.36 |
| 129 | Plasterer Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 | 30.76 | 16.42 | 47.18 |
| 130 | Plumber Future Increase(s): Add \$.75/hr on 6/4/2012; Add \$.85/hr on 6/03/2013 | 32.01 | 15.93 | 47.94 |
| 132 | Refrigeration Mechanic Future Increase(s): Add \$.75/hr on 6/4/2012; Add \$.85/hr on 6/4/2013 | 32.01 | 15.93 | 47.94 |
| 133 | Roofer or Waterproofofer | 20.00 | 3.65 | 23.65 |
| 134 | Sheet Metal Worker Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.60/hr on 6/1/2013. | 29.24 | 19.81 | 49.05 |
| 135 | Steamfitter Future Increase(s): Add \$.75/hr on 6/4/2012; Add \$.85 on 6/3/2013 | 32.01 | 15.93 | 47.94 |
| 137 | Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 21.26 | 11.75 | 33.01 |
| 138 | Temperature Control Installer | 31.65 | 15.04 | 46.69 |
| 139 | Terrazzo Finisher | 18.00 | 5.35 | 23.35 |
| 140 | Terrazzo Mechanic Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 | 30.76 | 16.42 | 47.18 |
| 141 | Tile Finisher | 24.09 | 15.09 | 39.18 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 142 | Tile Setter | 30.76 | 16.42 | 47.18 |
| 143 | Tuckpointer, Caulker or Cleaner | 31.16 | 10.90 | 42.06 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 146 | Well Driller or Pump Installer | 25.32 | 15.30 | 40.62 |
| 147 | Siding Installer | 36.60 | 16.37 | 52.97 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 27.42 | 15.10 | 42.52 |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 28.78 | 15.16 | 43.94 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 17.80 | 9.00 | 26.80 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

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 | 32.32 | 10.76 | 43.08 |
| 203 | Three or More Axle | 23.50 | 4.28 | 27.78 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 207 | Truck Mechanic | 23.50 | 4.28 | 27.78 |

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 \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender | 23.41 | 13.43 | 36.84 |
| 302 | Asbestos Abatement Worker | 15.00 | 0.71 | 15.71 |
| 303 | Landscaper | 21.00 | 0.82 | 21.82 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 310 | Gas or Utility Pipeline Laborer (Other Than Sewer and Water) | 19.29 | 12.20 | 31.49 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 17.09 | 8.72 | 25.81 |
| 314 | Railroad Track Laborer | 23.96 | 12.88 | 36.84 |

**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 Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r'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). | 32.42 | 17.93 | 50.35 |
| 502 | Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 504 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 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). | 37.45 | 19.45 | 56.90 |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 27.75 | 19.15 | 46.90 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 508 | Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.50/hr at 200 ton; Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton. | 34.62 | 17.98 | 52.60 |
| 509 | Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. Premium Increase(s): Add \$.25/hr for cranes with lifting capacity of 45 ton or over. | 33.62 | 17.98 | 51.60 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 32.42 | 17.98 | 50.40 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 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. | 37.47 | 19.10 | 56.57 |
| 513 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 29.19 | 17.98 | 47.17 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
| | | \$ | \$ | \$ |
| 514 | Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013. | 34.89 | 19.68 | 54.57 |
| 515 | Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). | 30.32 | 17.40 | 47.72 |
| 516 | Fiber Optic Cable Equipment | 24.39 | 5.39 | 29.78 |

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| 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).

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| SKILLED TRADES |
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| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---|--------------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> \$ | <u>HOURLY FRINGE BENEFITS</u> \$ | <u>TOTAL</u> \$ |
| 103 | Bricklayer, Blocklayer or Stonemason | 31.16 | 16.02 | 47.18 |
| 105 | Carpenter 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. | 33.43 | 19.31 | 52.74 |
| 107 | Cement Finisher Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | 30.68 | 15.68 | 46.36 |
| 109 | Electrician | 29.02 | 20.49 | 49.51 |
| 111 | Fence Erector | 25.50 | 0.00 | 25.50 |
| 116 | Ironworker | 31.31 | 21.59 | 52.90 |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 130 | Plumber | 31.65 | 15.04 | 46.69 |
| 135 | Steamfitter | 31.65 | 15.04 | 46.69 |
| 137 | Teledata Technician or Installer | 21.26 | 11.75 | 33.01 |
| 143 | Tuckpointer, Caulker or Cleaner | 31.16 | 10.90 | 42.06 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 146 | Well Driller or Pump Installer | 24.22 | 14.80 | 39.02 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 27.42 | 15.10 | 42.52 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 28.78 | 15.16 | 43.94 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 17.80 | 9.00 | 26.80 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

TRUCK DRIVERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 201 | Single Axle or Two Axle | 23.00 | 8.64 | 31.64 |
| 203 | Three or More Axle | 17.54 | 13.41 | 30.95 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 22.50 | 16.19 | 38.69 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 207 | Truck Mechanic | 17.54 | 13.41 | 30.95 |

LABORERS

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 301 | General Laborer Future Increase(s): Add \$.70/hr. on 06/04/2012; Add \$.80/hr. on 06/03/2013 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for 0-15 lbs. compressed air; Add \$2.00 for 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air. | 25.03 | 13.44 | 38.47 |
| 303 | Landscaper | 21.00 | 0.82 | 21.82 |
| 304 | Flagperson or Traffic Control Person | 22.50 | 12.90 | 35.40 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 17.09 | 8.72 | 25.81 |
| 314 | Railroad Track Laborer | 23.96 | 12.88 | 36.84 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 521 | Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. | 34.69 | 18.55 | 53.24 |
| 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/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 32.42 | 17.98 | 50.40 |
| 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). | 32.42 | 17.71 | 50.13 |

| 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. | 30.89 | 18.12 | 49.01 |
| 525 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. | 29.19 | 19.20 | 48.39 |
| 526 | Boiler (Temporary Heat); Forklift; Greaser; Oiler. | 29.19 | 17.96 | 47.15 |
| 527 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |
| 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. | 36.20 | 18.81 | 55.01 |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 26.80 | 18.52 | 45.32 |

| |
|--|
| LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION |
|--|

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

| |
|-----------------------|
| SKILLED TRADES |
|-----------------------|

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | | | |
|---|---|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
| | | \$ | \$ | \$ |
| 103 | Bricklayer, Blocklayer or Stonemason | 31.16 | 16.02 | 47.18 |
| 105 | Carpenter | 29.06 | 15.16 | 44.22 |
| 107 | Cement Finisher | 29.35 | 15.05 | 44.40 |
| 109 | Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 28.74 | 17.86 | 46.60 |
| 111 | Fence Erector | 25.50 | 0.00 | 25.50 |
| 116 | Ironworker | 27.48 | 21.54 | 49.02 |
| 118 | Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| 124 | Painter | 21.00 | 4.06 | 25.06 |
| 125 | Pavement Marking Operator | 26.00 | 0.00 | 26.00 |
| 126 | Piledriver | 29.56 | 15.16 | 44.72 |
| 133 | Roofer or Waterproofor | 20.00 | 3.65 | 23.65 |
| 137 | Teledata Technician or Installer | 21.26 | 11.75 | 33.01 |
| 143 | Tuckpointer, Caulker or Cleaner | 31.16 | 10.90 | 42.06 |
| 144 | Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| 150 | Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 35.42 | 12.90 | 48.32 |
| 151 | Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 29.64 | 14.64 | 44.28 |
| 152 | Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.18 | 13.07 | 38.25 |
| 153 | Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |
| 154 | Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

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 | 15.00 | 0.00 | 15.00 |
| 203 | Three or More Axle | 18.00 | 6.35 | 24.35 |
| 204 | Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013. | 31.89 | 17.98 | 49.87 |
| 205 | Pavement Marking Vehicle | 19.25 | 10.84 | 30.09 |
| 206 | Shadow or Pilot Vehicle | 15.00 | 0.00 | 15.00 |
| 207 | Truck Mechanic | 18.00 | 6.35 | 24.35 |

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 \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/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). | 26.92 | 13.45 | 40.37 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 303 | Landscaper Future Increase(s): Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 26.92 | 13.45 | 40.37 |
| 304 | Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. 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 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. | 23.55 | 13.45 | 37.00 |
| 311 | Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 17.09 | 8.72 | 25.81 |
| 314 | Railroad Track Laborer | 23.96 | 12.88 | 36.84 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 541 | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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). | 34.22 | 18.90 | 53.12 |
| 542 | Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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). | 33.72 | 18.90 | 52.62 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 543 | <p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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).</p> | 33.22 | 18.90 | 52.12 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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). | 33.22 | 18.90 | 52.12 |
| 545 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. | 30.42 | 17.58 | 48.00 |
| 546 | Fiber Optic Cable Equipment. | 24.39 | 5.39 | 29.78 |
| 547 | Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 36.20 | 18.81 | 55.01 |
| 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. | 36.20 | 18.81 | 55.01 |
| 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. | 26.80 | 18.52 | 45.32 |
| 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. | 26.80 | 18.52 | 45.32 |

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

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|---|---|---------------------------------------|--------------|
| CODE | TRADE OR OCCUPATION | \$ | \$ | \$ |
| 551 | Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. | 34.62 | 17.96 | 52.58 |
| 552 | Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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). | 33.72 | 18.90 | 52.62 |
| 553 | Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfrg.'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. | 24.65 | 16.90 | 41.55 |

| Fringe Benefits Must Be Paid On <u>All</u> Hours Worked | | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|--|--|---|---------------------------------------|--------------|
| <u>CODE</u> | <u>TRADE OR OCCUPATION</u> | \$ | \$ | \$ |
| 554 | Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. | 24.65 | 16.90 | 41.55 |
| 555 | Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. | 24.65 | 16.90 | 41.55 |
| 556 | Fiber Optic Cable Equipment. | 24.39 | 5.39 | 29.78 |

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

Department of Workforce Development
 Equal Rights Division
 P.O. Box 8928
 Madison, WI 53708-8928
 Telephone: (608) 266-6860
 Fax: (608) 267-4592
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Scott Walker, Governor
 Reginald J. Newson, Secretary
 Joe Handrick, Division Administrator

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

| ERD Form Number | Form Name | Party Who Uses the Form | Pages |
|-----------------|--|--|-------|
| 16056 | Post the White Sheet | Contracting agency | 1 |
| 16770 | Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats. | All contractors working on public works and publicly funded private construction projects | 1 |
| 10908 | Consolidated List of Debarred Contractors | Any party contracting someone to complete work on a prevailing wage project | 2 |
| 7777 | Disclosure of Ownership | Contractors that meet the criteria set out in (3)(A)&(B) of the form | 1 |
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| | Prevailing Wage - Public Entity Project Owners | Explanation of project owner responsibilities | 2 |
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09/01/12

POST THE WHITE SHEET

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

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

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

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

Disclaimer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

September 1, 2012

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

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

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

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

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

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

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

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

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

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

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

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

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

Request to Employ Subjourneyperson

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

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

| | | | |
|--|--|-------|-------------|
| 1. Name of Project Appearing on the Project Determination | | | |
| County | City, Village or Town | | |
| DWD Project Determination Number | Project Number (if applicable) | | |
| 2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.) | | | |
| a. | b. | | |
| c. | d. | | |
| 3. Employer Name (Print) | | | |
| Address | City | State | Zip Code |
| Telephone Number () | Requester Title | | |
| Email address (if you prefer to receive your response via email) | Fax Number (if you prefer to receive your response via fax) () | | |
| READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD. | | | |
| Requester Signature | | | Date Signed |

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

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

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

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

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

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

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

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

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

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

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

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

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

PREVAILING WAGE – Contractors

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

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

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

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

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

SUMMARY OF PREVAILING WAGE LAW CHANGES EFFECTIVE JULY 1, 2011

(This document updated 07/27/11)

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

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

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

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

| Topic | Who's affected? | Brief description of requirement under §66.0903, §103.49 or §103.50 |
|--|---|---|
| Covered employees | Truck drivers & Other workers & Contractors | <p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <p>1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle.</p> <p>2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.</p> |
| Annual Prevailing Wage Survey | All public entities | When establishing yearly prevailing wage rates, DWD may not use data from any construction work that is performed by a local governmental unit or a state agency. |
| Prevailing Wage Rates | DOT & Contractors & Employees | For state highway prevailing wage rates, DWD is required to include wage rates for work performed on Sundays, holidays and shift differentials based on the time of day or night when work is performed. |
| <p>The 2009-2011 State budget bill (2009 Wisconsin Act 28) created a new prevailing wage law (§66.0904, Wis. Stats.) for PUBLICLY FUNDED PRIVATE CONSTRUCTION PROJECTS effective January 1, 2010. The current 2011-2013 State budget bill (2011 Wisconsin Act 32) REPEALS this law. So the publicly funded private construction projects law only applies to projects that awarded the prime contract during the period January 1, 2010 through June 30, 2011.</p> | | |

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

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

SINGLE-TRADE THRESHOLD

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

The single trade threshold is \$48,000.

MULTIPLE-TRADE THRESHOLDS

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

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

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

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

APPLYING THE NEW THRESHOLDS

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