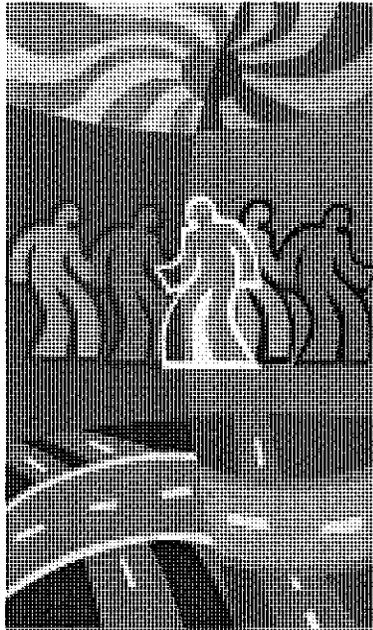


PROJECT MANUAL

CITY OF MEQUON

2016 Sanitary Sewer Rehabilitation Project



October 13, 2016
PROJECT NO. 3804-16



PROJECT MANUAL

FOR

2016 Sanitary Sewer Rehabilitation

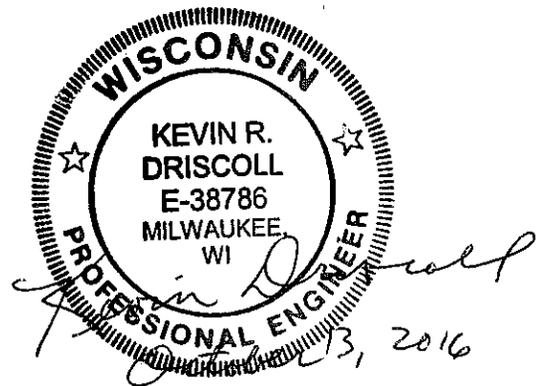
CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

I hereby certify that this plan and specification was prepared by me or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Wisconsin.

Kevin R. Driscoll – Deputy Director of Utilities

Reg. No. 38786-6

Date: October 13, 2016



From the information provided and certified by the above duly registered Professional Engineer, the proposed construction conforms to the applicable performance standards of the City of Mequon and I hereby issue approval of the plan and specification.

Kristen B. Lundeen – Director of Public Works/City Engineer

Reg. No. 39395-6

Date: October 13, 2016

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**CONTRACT NO. 3804-16
2016 Sanitary Sewer Rehabilitation**

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SECTION 00030
NOTICE TO BIDDERS

OWNER: The City of Mequon, Wisconsin, by the undersigned Director of Public Works/City Engineer, will receive Bids for the **City of Mequon 2016 Sanitary Sewer Rehabilitation** as follows:
Project Description: 945'+/- of 12-inch dia. sanitary sewer of cured in place pipe lining; 1042'+/- of 15-inch dia. sanitary sewer of cured in place pipe lining.

ENGINEERING PROJECT FILE NO. 3804-16

Bids shall be submitted on the forms included in the bidding and contract requirements section of these Contract Documents.

PROJECT MANUAL: Project manuals will be available after 12:00 noon on Thursday, October 13, 2016. Project manuals including contract documents, bidding documents, plans, and specifications may be obtained by contacting Barb Vento of the City Engineering office at 262-236-2934 or by email at bvento@ci.mequon.wi.us. Hard copies of the project manual will be available for review and may be purchased for a \$25 non-refundable fee at Mequon City Hall, 11333 N Cedarburg Road 60W, Mequon, WI 53092-1930. A \$5 shipping and handling charge will apply for hard copy manuals that are mailed.

BIDS: All Bids shall be addressed to Kristen Lundeen, PE, Director of Public Works/City Engineer, City of Mequon, 11333 North Cedarburg Road 60W, Mequon, WI 53092, and shall be enclosed with the name and address of the Bidder and the contract for which the Bid is being submitted on the outside of the sealed envelope.

TIME: Sealed Bids will be received until 2:00 PM. Central Daylight Standard Time on Thursday, October 27, 2016, in the Engineering Department at Mequon City Hall, at which time all Bids will be publicly opened and read aloud.

COMPLETION DATE: All work shall be completed by December 31, 2016. Failure to meet this deadline will result in the assessment of liquidated damages as specified by the Contract Documents.

QUALIFICATION STATEMENT: In accordance with State Statute 66.0901(2), Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Pre-Qualification Statement shall be submitted to the office of the Engineer no less than five days prior to the opening of bids. Failure to submit a pre-qualification statement at least five days prior to bid opening will result in the rejection of the bid. Pre-Qualification Statement forms can be obtained at the office of the City Engineer. Review of qualification statements will be made by the Engineer prior to award. Those firms whose qualifications are found to be unacceptable shall be disqualified from consideration of award. Bidder must also submit a separate pre-approval of products outlined in section 02010-1.4.

BID SECURITY: A certified check, or satisfactory Bid Bond payable to the City of Mequon in the amount of not less than five (5%) percent of the Bid shall accompany each Bid as guarantee that if the Bid is accepted the Bidder will execute and file the Contract Performance Bond and Insurance Certificate as required by this contract within ten (10) calendar days after Notice of Award of the Contract by the City.

BID REJECTION: The City reserves the right to reject any and all Bids, waive any informalities or irregularities in Bidding or accept any Bid or Bids which, in the opinion of the City, shall serve the City's best interest.

BID WITHDRAWAL: No Bid may be withdrawn for a period of forty-five (45) days after the time and date set for the opening thereof, without the consent of the City.

AWARD OF CONTRACT: It is anticipated that authorization to award to the selected qualified, responsive and responsible low bidder will be granted at the November 9, 2016 Common Council meeting. The selected contractor shall, within ten (10) calendar days after notification, provide to the City of Mequon the required contract documents for signature.

Published by authority of the City of Mequon, Wisconsin.
CITY OF MEQUON

Kristen Lundeen, P.E., City Engineer

END OF SECTION

SECTION 00100

INSTRUCTION TO BIDDERS

DEFINED TERMS

The terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Engineer" is defined as the City or City's engineer. The term "Bidder" is defined as one who submits a Bid to the City. The term "Successful Bidder" is as defined as the lowest qualified, responsible, and responsive Bidder, to whom the City awards the Contract.

COPIES OF BIDDING DOCUMENTS

The Plans, Specifications, and Contract Documents (PS & CD), which include the Official Notice; Instructions to Bidders; General and Supplementary Conditions; Addenda; Specifications; Plans; Drawings; completed Bonds and Bid Forms of the Successful Bidder; and all Amendments, Modifications, Change Orders, and Supplements issued on or after the Effective Date of the Agreement are on file at Mequon City Hall. Bidders may examine them and/or may obtain complete sets at this office, as stated in the Official Notice. A \$25.00 non-refundable fee will be charged.

Each Bidder shall consider the foregoing PS & CD, applying to this work, as a part of every Bid which he submits and shall consider the PS & CD as a part of every Agreement subsequently executed for doing the work referred to herein, as fully as though they had been set forth in the body of the Bid and the Agreement.

QUALIFICATION STATEMENT

In accordance with State Statute 66.0901(2), Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Pre-Qualification Statement shall be submitted to the office of the Engineer no less than five days prior to the opening of bids. Pre-Qualification Statement forms can be obtained at the office of the Engineer, City Hall, Mequon. Bidder must also submit a separate pre-approval of products outlined in section 02010-1.4.

The Bidder shall also show that he is fully prepared to with the necessary capital to commence the work or furnish the material, without delay, and that he is prepared to **complete the work within the time specified in the PS & CD** and in accordance with the Agreement.

EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE

Bidders **must** satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they prefer, as to the character of the work to be done, the accuracy of material quantities, and the intent of the PS & CD. After the submission of the Bid, the City will not entertain any complaint or claim of misunderstanding with regard to the schedule, quantities, or to the nature of the work to be done.

Neither the City, its officers, agents, or employees make any representation as to the existence or nature of surface or subsurface difficulties, obstructions, or obstacles which the Successful Bidder may encounter in the course of completing the work, whether shown on the Plans or not. The Bid price for the work described by the PS & CD must cover satisfactory completion thereof on this condition. In no event shall a Bidder hold the City, its officers, agents, or employees responsible for the accuracy of test borings, if furnished, heretofore or hereafter made or any representations as to the nature of the soil. The results of any borings made by the City are available to Bidders for such information as they may derive therefrom, subject to the condition herein above specified.

Bidders must acquaint themselves, whenever necessary, with the condition of the ground on and through which they are to do the work, to determine whether any excavation may be in rock, hard-pan, quick-sand or soft ground, and the existence and nature of all surface or subsurface difficulties, obstructions or obstacles, whether or not shown on the plans. Bidders

should be familiar with all of the requirements of the PS & CD for this work, so that they can submit an intelligent bid.

All Bidders are strongly encouraged to visit the construction site so as to acquaint themselves with the scope of work and to perform their own material quantity take-offs. However, trespassing onto private property outside of road right-of-way areas is not allowed. Failure to perform such a site visit does not relieve the bidder from its responsibilities, bid accuracy, knowledge of scope of work, and full compliance with all contract requirements. Should a bidder find a significant (10%) error in the contract quantities, it is incumbent upon them to bring this to the City's attention prior to bid opening, so appropriate action can be taken. Failure to do so does not obligate the City for any additional cost and expense incurred by the contractor.

MATERIAL AND EQUIPMENT

Wherever the contract documents provide only one listed vendor, supplier, or manufacturer for a piece of equipment or material, the contractor shall interpret the meaning to be "or equal." When the listed vendor, supplier or manufacturer is not the provider of the material and/or equipment bid, it shall be the contractor's responsibility to provide the owner all forms of documentation required and/or necessary to clearly show that the item bid is equal to the listed item from the suggested/recommended vendor, supplier, or manufacturer. If the contractor fails to provide sufficient documentation to clearly show equivalency, the item shall be supplied by the listed vendor, supplier, or manufacturer.

BID SIGNATURE

Bidders must state in their Bids their full name and business address. If an incorporated company, Bidders must list the name of the State which has incorporated the company under its laws. The State of Wisconsin must have licensed this company to do business, prior to award of this Contract for the work described in the PS & CD. The party properly authorized to submit the Bid must sign it. Wisconsin Department of Workforce Development "Disclosure of Ownership" form is included with the bid form and should be included with the bid if required.

If a Bidder does not sign his Bid, the signee must attach a Power of Attorney, evidencing the authority to sign the Bid in the name of the persons for whom he has signed it.

The signee of a Bid for a corporation shall indicate the correct corporate name thereof and shall include the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By (name, title)". If the signee of such a Bid is other than the President or Vice-President of the corporation, this signee shall attach a certified copy of a resolution of the Board of Directors, evidencing the authority of such official to sign the Bid. Such Bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

For Bids of a partnership, all of the partners, or an attorney-in-fact, shall sign the Bid. If signed by an attorney-in-fact, he should attach to the Bid a Power of Attorney, executed by the partners, evidencing authority to sign the Bid.

BID FORM AND SUBMITTAL

Each Bidder must seal his Bid in an envelope, upon which he shall plainly state the title of the work for which he submits the Bid. Along with the Bid, the Bidder must submit the cash deposit, Bid bond, or certified check in the amount of 5% of the base bid. The Bidder should deliver or mail the Bid to the Engineer at the City Hall, at or before the time specified in the Official Notice.

The City will only consider Bids which are made out on the regular form furnished with this document and which include a quotation for all required Bid items. When the City does not require a quotation on an item in the schedule of quantities, Bidders should insert the words "No Bid" in the appropriate space provided. Bids must contain a price which is both adequate and reasonable for each and every item named in the schedule of quantities on the Bid form. The City will reject unbalanced Bids. The Bidder shall specify in words and in figures (in case

of discrepancy, the written words will govern) the total sum for which he will perform all of the work or furnish all of the material specified. All writing shall be done in ink. The City, at its discretion, will compare Bids, in whole or in part, on a unit basis.

The Bidding shall be as set forth on the Bid Form. Each Bid Item shall include all of the Contractor's costs, such as transportation, insurance, bonds, delays, labor, machinery, tools, rigging, brushes, and all materials necessary to repair, clean, and paint as necessary in strict conformity with the requirements of these Specifications.

The schedule of quantities of the work, while the result of careful calculation, are approximate. Bidders shall assume them to be reasonably accurate, and shall use them in calculating the relative amounts of the bid, but they are not the basis for final payment. Each Bidder shall make his own estimate of the quantities and shall calculate his unit prices accordingly. Bidders who rely upon and use these approximate quantities for the calculation of their bid quantities do so at their own risk. The estimated quantities are provided for project scoping purposes.

The Bidder declares: 1) that he will perform all of the work at his own proper cost and expense; 2) that he will furnish all necessary material, labor, tools, machinery, apparatus, and other means of construction in the manner provided and at the time specified in the PS & CD, of which his Bid will become part, if and when accepted; 3) that only the persons, firm, or corporation herein named have an interest in this Bid; and 4) that he submits this Bid without collusion with any person(s) or corporation(s). 5) The submission of a bid acknowledges that the respective bidder recognizes the fact that the contract is a unit price contract and that the prices per item provided in the bid schedule are to be used for bid analysis and to provide a basis for addressing addition or deletion of work as a result of unforeseen conditions. The contract will be awarded on the **total** bid price on the bid form.

REJECTION OF BIDS

The City Council reserves the right to reject any and all Bids when such rejection is in the best interest of the City; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time, Contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the City Council, in a position to perform the work specified.

AWARD

The City shall award the Contract to the lowest responsive responsible Bidder. The City shall mail or deliver a Notice of Award to the Successful Bidder. If low Bids are tied, the City Council will select the Successful Bidder.

The City will require the Successful Bidder to execute and deliver three copies of the Agreement, to which an approved surety or sureties shall, in accordance with the law, become bound to perform or to secure the performance of the Agreement for sums equal to the Agreement prices. The copies of this Agreement will be in the form attached hereto and the successful Bidder shall deliver them to the Engineer, within ten (10) calendar days from the date of notice from said Engineer that the City, Common Council has authorized award of the Contract. In case of failure to perform the above, the City will consider this Successful Bidder to have abandoned his Bid, and to be in default to the City of Mequon in the full amount of the Bid Bond. It is distinctly understood and agreed by the Bidder that the Bid Bond accompanying the Bid represents the liquidated damages which the City will suffer by reason of the Bidder's default in properly executing the Agreement and by the need to furnish sureties after the City has awarded the Contract.

TRAFFIC CONTROL

Unless directed otherwise by the Engineer, all work included in this contract shall be done under traffic. Traffic control is the sole responsibility of the Successful Bidder/Contractor. Traffic control shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall develop a traffic control plan for review and approval by the Engineer at the pre-construction conference or at a minimum, 5 working days prior to desired start date.

TIME OF COMPLETION

The Successful Bidder must complete the entire work, to the Engineer's satisfaction, in the number of days or by the date specified in the contract documents. The Engineer or his designated representative shall oversee, but not supervise the work.

LIQUIDATED DAMAGES

The liquidated damages for not completing the work within the time specified shall be as set forth in the Supplementary Conditions and/or the Agreement (Section 00500-Contract).

INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Bid for the proposed work is in doubt as to the true meaning of any part of the PS & CD, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. The Engineer will make an interpretation of the proposed documents only by an Addendum, duly issued. The City will send copies of such Addendum to each prospective Bidder and this Addendum will become a part of the PS & CD.

All Bids submitted shall include an acknowledgment of receipt of the Addenda. Verbal interpretations will be without legal effect.

WITHDRAWAL OF BIDS

A Bidder may withdraw his Bid at any time prior to the scheduled time for receipt of Bids. Unless a longer or shorter time period is stated in the Official Notice, no Bid may be withdrawn for forty-five (45) days after the date of the Bid opening.

BID BOND

A certified check or a satisfactory Bid Bond, payable to the City of Mequon, executed by the Bidder and a Wisconsin licensed surety company in an amount not less than five (5) percent of the total Bid, shall accompany each Bid. This Bid Bond will serve as guarantee that if the City accepts the Bid, the Bidder will execute and file the proposed Agreement and Bonds within ten (10) calendar days after the award of the Contract. The City will consider no Bid, unless otherwise noted, unless it is accompanied by a Bid Bond guarantee. The Bid Bond shall be made payable to the City of Mequon.

The City will return the Bid Bond and/or deposit of all except the three lowest Bidders within three (3) work days after the opening of the Bids. The City will return the Bid Bond and/or deposit of the three lowest Bidders within two (2) work days after it approves the executed Agreement with the successful bidder.

WAGE RATES

Wage Rates: Contractor is required to comply with all applicable Federal, State and local wage rate requirements. Wisconsin Department of Workforce Development (DWD) "Prevailing Wage Rate Determination is included in the PROJECT DESCRIPTION AND DETAILS section of the contract documents if applicable, and DWD "Disclosure of Ownership" form is included with the bid form and should be included with the bid if required. **Effective January 1, 2010, all contractors must file certified payroll records with DWD on a monthly basis in a format that meets DWD reporting requirements. Certified payroll reports must be filed with DWD by the end of the first week following the month in which the work was conducted. If the DWD finds a contractor violating the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.**

END OF SECTION

SECTION 00300

BID FORM

Project Identification: **2016 Sanitary Sewer Rehabilitation**
City of Mequon, Wisconsin

This Bid is Submitted to: City of Mequon
Kristen Lundeen, P.E.
Director of Public Works/City Engineer
City of Mequon
11333 N. Cedarburg Road 60W
Mequon, WI 53092

1. The Bidder signing and submitting this proposal agrees and declares as a condition thereof, to be bound by the following conditions and requirements.
2. The Bidder declares that he has carefully examined the site of, and the proposal, plans, specifications, line item quantities and contract forms for the work contemplated, and it is assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to character, quality, quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. Bidder has examined and carefully studied the Project Manual and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addenda Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. A certified check or satisfactory Bid Bond, payable to the City of Mequon, executed by the Bidder and a Wisconsin licensed surety company in an amount not less than five (5) percent of the total Bid, shall accompany each Bid. This Bid Bond will serve as a guarantee that if the City accepts the Bid, the Bidder will execute and file the proposed Agreement and Bonds within ten (10) calendar days after the award of the Contract. The City will consider no Bid, unless otherwise noted, unless it is accompanied by a Bid Bond guarantee. The Bid Bond shall be made payable to the City of Mequon.

The City will return the Bid Bond and/or deposit of all except the three lowest Bidders within three (3) work days after the opening of Bids. The City will return the Bid Bond and/or deposit of the three lowest Bidders within two (2) work days after it approves the executed Agreement with the successful bidder.

4. Wage Rates: Contractor is required to comply with all applicable Federal, State and local wage rate requirements. Wisconsin Department of Workforce Development (DWD) "Prevailing Wage Rate Determination is included in the PROJECT DESCRIPTION AND DETAILS section of the contract documents if applicable, and DWD "Disclosure of Ownership" form is included with the bid form and should be included with the bid if required. **Effective January 1, 2010, all contractors must file certified payroll records with DWD on a monthly basis in a format that meets DWD reporting requirements. Certified payroll reports must be filed with DWD by the end of the first week following the month in which the work was conducted. If the DWD finds a contractor violating the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.**

5. GUARANTEE: All work shall be and is guaranteed for a period of three (3) years from the City acceptance of work. If, within said guarantee period, rework, which, in the opinion of the City, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the City, and without expense to the City, restore the work to a satisfactory condition, correct all defects, make good all damage to the structure, site, defects, or contents thereof, which damage, in the opinion of the City, results from the use of such inferior or defective materials, equipment or workmanship.

If within ten (10) days after notice the Contractor fails to comply with the terms of any guarantee herein contained, the City may have the defects corrected and the Contractor or his Surety shall be liable for all expenses incurred; except when, in the opinion of the City, delay in correcting the defects would cause serious cost or damage, repairs may be made by the City without notice being given to the Contractor and the Contractor shall pay the cost thereof.

All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the contract specifications or other documents being a part of this contract shall be subject to the terms of this paragraph during the three year guarantee period. All special guarantees and manufacturers' warranties shall be delivered to the City before shop drawings on items of major equipment are approved; guarantees and warranties for other items shall be furnished prior to the acceptance of the work.

6. City reserves the right to modify elements and/or portions of the contract if budget constraints warrant it. The unit prices are to be used as a basis for any addition and/or deletion of work to the contract.

Attach all Addenda's, if any, to this sheet.

PRICE SCHEDULE - BASE BID ITEMS

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL
1	12-inch dia. sanitary sewer cured-in-place-pipe lining	LF	945		
2	15-inch dia. sanitary sewer cured-in-place-pipe lining	LF	1042		
3	Reinstate sanitary lateral	EA	10		
4	Clean and examine sanitary sewer Pre-installation CCTV and Post-construction CCTV	EA	1987		
Total Base Bid:					

Contract Price - Base Bid: Total Bid for Items 1 through 4

Written

\$ _____
 Figures

Contractor to provide spot repairs that otherwise prohibits lining. No sanitary sewer spot repairs were required at the time of routine sewer examination.

PRICE SCHEDULE - ADDITIVE BID ITEMS - Sanitary Sewer Spot Repairs

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL
5	12-inch dia. sanitary sewer spot repair and surface restoration	LF	10		
6	15-inch dia. sanitary sewer spot repair and pavement restoration	LF	10		
Total Additive Bid:					

Final completion of all work is required as stated in Notice to Bidders. Start date for construction will be approved by the City.

The City of Mequon reserves the right to reject any or all Bids, to waive any technicality in any Bid and accept any Bid deemed to be the most advantageous to the City of Mequon.

The Bidder submitting this Proposal hereby agrees to perform the work in accordance with all the terms, conditions and requirements of the PROPOSAL, CONTRACT DOCUMENTS AND SPECIFICATIONS. Said Contract Documents are made a part hereof as full and completely as if attached hereto.

Proposal submitted by: NAME: _____

ADDRESS: _____

If a corporation, answer the following:

Sole Trade, Partner, or Corporation

Incorporated under the laws of the State of _____

By: _____ (Bidder must sign on this line) _____ (Title)

LIST OF SUBCONTRACTORS

Pursuant to Section 66.29 (7), Wisconsin Statutes, the Bidder, as part of this proposal, submits this full and complete list of all subcontractors and the class of work to be performed by each:

NAME OF SUBCONTRACTORS	CLASS OF WORK
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I hereby certify that the use of the name of the above Contractor was with the knowledge and consent of the sub-contractor.

(Bidder)

SUBLETTING OR ASSIGNING OF CONTRACT

If the Contractor sublets the whole or any part of the work to be done under this Contract, he shall not under any circumstances be relieved of his liabilities and obligation. All transactions of the City shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to the character and competence. The Contractor shall not assign, sublet, transfer, convey, sell or otherwise dispose of the whole or any part of his contract, his right, title, or interest therein, or his power to execute such contract to any person, firm, partnership or corporation without the written consent of the City Council.

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN)

) SS

Pursuant to Section 66.29 (7), Wisconsin Statutes _____
being duly sworn, deposes and says:

That _____, the duly authorized representative of

(Name of person, firm or corporation submitting Bid)

Bidder for doing the work or labor or the furnishing of material under the proposal of which this affidavit is a part, and

That the said Bidder has examined and carefully prepared his Bid form, the Plans and Specifications, and has checked the same in detail before submitting said Proposal or Bid to the City of Mequon, represented by the City Council.

(Signed by Bidder or his authorized representative)

Subscribed and sworn to before me this

_____ day of _____, 20_____

Notary Public

My commission expires _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound
unto _____ as

CITY in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves successors
and assigns.

Signed this _____ day of _____, 20_____

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby
made a part thereof to enter into a contract in writing for the _____

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the CITY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day/year set forth above.

Principal

(L.S.)
Surety

By: _____

ATTEST: _____

END OF SECTION

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

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

	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

Address	City	State	Zip Code
Telephone Number	Requester Name		
Email address (if you prefer to receive your response via email)	Requester Title		
	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.

SECTION 00500

CONTRACT

THIS AGREEMENT is dated as of the ____ day of November, 2016 by and between the City of Mequon hereinafter called "CITY" and _____ hereinafter called "CONTRACTOR."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Cleaning, televise and install 945'+/- of 12-inch dia. sanitary cured in place pipe lining, 1042'+/- of 15-inch dia. sanitary cured in place pipe and reinstate 10 sanitary laterals.

The Project for which the work, under the contract Documents, may be the whole or only a part is generally referred to as:

2016 Sanitary Sewer Rehabilitation Project

ENGINEER

The Plans and the Specifications were prepared by the City of Mequon. The Engineer, who is hereinafter called ENGINEER will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

CONTRACT PRICE

The CITY shall pay the CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as specified in Section 00300, as follows \$_____ which figure shall be adjusted in accordance with the attached "Contractor's Unit Prices" for extras and credits, for changes in the scope of the work. The CITY reserves the right to increase or decrease the quantities of work. The cost for such an increase or decrease in the quantities of work will be negotiated using the unit prices/schedule of prices for determination of reasonable cost. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

CONTRACT TIME

Some work has specific start dates to allow completion of preliminary work by others. These start dates are shown in the project description. All work shall be completed by December 31, 2016. Failure to meet this deadline will result in the assessment of liquidated damages as specified by the Contract Documents.

DAMAGES

Failure to comply with the project completion date will result in liquidated damages being assessed at the rate of \$500.00 (five hundred dollars) per day.

PAYMENT PROCEDURES

Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments; Retainage

The City shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established in the General Conditions (and in the case of Bid Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided by Wisconsin State Statutes:

- The retainage shall be an amount equal to not more than 5% of said the estimate until 50% of the work has been completed.
- At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily.
- At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.
- Upon substantial completion of the work, an amount retained may be paid to the contractor.

Final Payment

Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the Contract Price as recommended by Engineer.

CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents. CONTRACTOR has made or caused to be made examinations, investigations and test and studies of such reports and related data in addition to those referred to above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes. CONTRACTOR has correlated the results of all such observations, examinations, investigations, test reports and data with the terms and conditions of the Contract Documents. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

CONTRACT DOCUMENTS

The Contract documents which comprise the entire agreement between CITY and CONTRACTOR are attached or referenced to this Agreement, made a part hereof and consists of the following:

Official Notice and Instructions to Bidders, General and Supplementary Conditions, Addenda, Specifications, Plans, Drawings, completed Bonds and Bid Form, Contract, all Amendments, Modifications, Change Orders and Supplements issued on or after the effective date of agreement. There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a Change Order (as defined in Article 1 of the General Conditions).

MISCELLANEOUS

Terms used in the Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. CITY and CONTRACTOR each binds himself, his partners, successor's assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

LIEN NOTICE

As required by the Wisconsin Construction Lien Law, CONTRACTOR hereby notifies CITY that persons or companies furnishing labor or materials for the construction on CITY'S land may not have lien rights on CITY'S land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned CONTRACTOR, are those who contract directly with the CITY or those who give the CITY notice within 60 days after they first furnish labor or materials for the construction.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to the CONTRACTOR and TWO to the CITY. All portions of the Contract Documents have been signed or identified by City and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on _____, 2016

CITY: CITY OF MEQUON

CONTRACTOR:

BY _____
(Mayor)

BY _____
(Title)

Date
(Corporate Seal)

Date
(Corporate Seal)

BY _____
(City Clerk)

ATTEST: _____

Date

ATTEST AS TO FORM: _____
(City Attorney)

Date

END OF SECTION

SECTION 00600

BONDING AND CERTIFICATION

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplemental Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. BONDS

A. Contractor shall furnish performance and labor and materials payment bonds to the City within ten (10) calendar days of the notice to award and prior to commencement of the work. Premiums for such bonds shall be paid for by the Contractor.

B. The bonds shall be in accordance with section 5.1 and 5.2 of the standard general conditions of the construction contract. They shall provide security for the faithful performance of the contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in the connection with the contract, each in an amount at least equal to one hundred percent (100%) of the contract amount. The surety on such bonds shall be secured from the surety company licensed to do business in the State of Wisconsin. Failure to provide these bonds within ten (10) days of Contract award will be grounds for termination of the Contract.

3. CERTIFICATES

A. Contractor shall furnish the City with a certificate of insurance providing proof of adequate insurance coverage per the contract requirements prior to commencement of the work.

SECTION 00600

LABOR AND MATERIALS PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____

Hereinafter called "PRINCIPAL" and _____

of _____, State of _____ Hereinafter called

"SURETY", are held and firmly bound unto The City of Mequon _____

Hereinafter called "CITY", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, The PRINCIPAL entered into a certain contract with the CITY, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

2016 Sanitary Sewer Rehabilitation Project

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all person, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the CITY, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the _____ day of _____ 20 _____.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

SEAL

By _____

Witness as to PRINCIPAL

(Address)

SURETY

ATTEST:

By _____

Attorney-in-Fact

(SURETY) Secretary

SEAL

Witness as to SURETY

(Address)

(Address)

SECTION 00600

PERFORMANCE BOND FORM

Know All Men By These Presence That _____

OF THE CITY OF _____, WISCONSIN as principal

and _____ of _____

State of _____ a corporation organized and existing

under the laws of the State of _____ and authorized to transact business in the State of Wisconsin (herein after called surety) as surety are held and firmly bound unto the City of Mequon a municipal corporation of the State of Wisconsin in the penal sum _____ dollars good and lawful money of the United States of America, to be paid to the City of Mequon its duly authorized attorneys, agents or officers or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these present.

Sealed with our seals and dated this _____ day of _____, 20____.

Whereas, the above bounden principal has entered into a certain written contract with the above name City of Mequon, dated this _____ day of _____, 20____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now therefore, the condition of the above obligation is such, that if the above bounden principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract formed at the time and in the matter in said contract specified, and shall pay over, make good and reimburse to the above named City all loss and damage which said City may sustain by reason of failure or default on the part of said principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

By: _____

By: _____

ATTEST: _____

SECTION 00700

STANDARD GENERAL CONDITIONS

GENERAL

STANDARD

The Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) are hereby made a part of the Construction Documents by reference. Copies of these are available at Mequon City Hall at no additional charge.

PRECEDENCE

Certain provisions of these Standard General Conditions are revised, modified, amplified or expanded by the Supplementary Conditions, notations on the plans, or requirements of the specifications.

The Supplementary Conditions, plan notations, or specifications shall take precedence to the extent of any conflict or inconsistency between them and the General Conditions.

When the term "Engineer" is used in the General Conditions, it shall be taken to mean the City's designated site representative during construction.

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A19 Replace the definition with the following:

References to Engineer in these Contract Documents shall mean City Of Mequon's Engineering Department designated representative.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.03 Replace Paragraph 2.03.A with the following:

Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement, unless otherwise stated in the Agreement.

SC-2.04 Add to the last sentence:

"unless so authorized in advance by the owner or engineer".

SC-2.05.A.3 Delete the word "preliminary".

SC-2.07.A.3 Add the following sentence to the end of this Article:

"Front end loading of the schedule of values will not be allowed."

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02 Add the new paragraph immediately after Paragraph 4.02.B:

C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

ARTICLE 5 - BONDS & INSURANCE

SC-5.01.C Add the following sentence to the end of this Article:

“No further progress payments will be made under this agreement until the CONTRACTOR complies with the provisions of this paragraph.”

SC-5.03.A Add paragraph 5.01.A.1

1. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies provided by the Contractor shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 60 days prior written notice has been given to the Owner.

SC-5.03.B Delete Paragraph 5.03.B in its entirety.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.01.E

- F. The CONTRACTOR shall furnish the City of Mequon with Certificates of Insurance, such as an ACORD Certificate of Insurance, or other forms approved by the City, and with the original endorsements affecting coverage required by this clause. Only forms approved by the State Insurance Commissioner are to be used for Worker’s Compensation. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on their behalf.
- G. All certificates and endorsements are to be received and approved by the City of Mequon before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The limits of liability for the insurance required shall provide coverage for not less than the amounts or greater where required by Laws and Regulations.

SC-5.04.B.4 Change “30 days” to “60 days”.

SC-5.04 Add the following new paragraphs immediately after Paragraph 5.04.B

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall be not less than the following amounts or greater where required by Laws and Regulations:
 1. Workers' Compensation Insurance

Coverage A - Statutory		
Coverage B	\$1,000,000	Per Accident
	\$1,000,000	Disease, Policy Limit
	\$1,000,000	Disease, Each Employee
 2. Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; and Contractual Liability):

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations Aggregate
\$2,000,000	Each Occurrence
\$2,000,000	Personal and Advertising Injury

3. Property Damage Liability Insurance shall include coverage for Explosion (X), Collapse (C), and Underground (U) if applicable to the work being performed.
4. Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) year(s) after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during period of coverage.
5. Automobile Liability (including owned, non-owned, and hired vehicles):
 - \$1,000,000 Combined Single Limit - Bodily Injury and Property Damage
6. Umbrella Excess Liability (excess over Employer's Liability, Commercial General Liability, and Automobile Liability):
 - \$5,000,000 General Aggregate
 - \$5,000,000 Each Occurrence
7. Additional Insured's to be listed on Contractor's Commercial General Liability and applicable Umbrella Excess Liability policies with respect to the work to be performed (subject to customary exclusion for professional liability) are as follows. Any insurance afforded the additional insureds under Contractor's liability policies shall be primary over any other insurance the additional insureds may have purchased:
 - a. Owner: City of Mequon
8. Contractor shall be responsible for its own property while on site.

SC-5.06.A Amend the first sentence of Paragraph 5.06.A to read:

- A. Contractor shall purchase and maintain during the entire construction period a Builders Risk Property Insurance Policy in the amount of the full replacement cost of the entire Work at the site. The insurance policy shall comply with the provisions of Paragraph 5.06.A1 through 5.06.A7. A minimum deductible of \$1,000 each claim shall apply to this insurance and the risk of loss of the applicable deductible shall be borne by the Contractor, subcontractor, or others suffering such loss. In addition, the provisions of Paragraphs 5.07, 5.09, and 5.10 shall apply with the exception that Contractor shall act as fiduciary for the insureds as their interest may appear and adjust the loss with the insurance company.

SC-5.06.A Add the following new item immediately after Item 5.06.A.7:

8. The Builder's Risk Insurance required herein shall apply to projects involving construction of structures and buildings only. The requirements of this Section shall be waived on projects involving only underground utilities, grading, street improvements, and similar construction

work but any damage or loss to property shall be at the sole responsibility of the Contractor until final acceptance of the Work.

9. Comply with the requirements of Paragraph 5.06C of the General Conditions.

SC-5.06.C Change "30 days" to "60 days".

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

SC-6.02.B Amend the first sentence by adding the words "(7:00 AM to 7:00 PM)" immediately after the words "regular working hours".

SC-6.05.A.2.d Replace Paragraph 6.05.A.2.d with the following:

- d. Contractor shall make written application to the Engineer for review of proposed substitute item of material or equipment that Contractor seeks to furnish or use. That application shall be submitted adequately in advance of the need for item of material or equipment incorporation into the project, so as to allow for a reasonable review time by the ENGINEER, and lead time for order and/or delivery, so as not to impact the schedule of the project. The application:

SC-6.06 Add the following paragraphs immediately after Paragraph 6.06.G

- H. In accordance with Wis. Adm. Code, ch. DWD 294, work on this project shall not be subcontracted to a Contractor on the Wis. Dept. of Workforce Development list of debarred employers. No increase in the Contract Price or Contract Time shall be allowed due to rejection of a debarred employer. In accordance with Wis. Stats., s. 779.14, Contractor agrees, to the extent practicable, to maintain a list of all subcontractors and suppliers performing labor or furnishing materials to Contractor for the project.
- I. Pursuant to Wisconsin Statute, Contractors that engage subcontractors to perform part of the work on an order or contract from an agency shall pay subcontractors for satisfactory work in a timely fashion. A payment is timely if it is mailed, delivered or transferred to the subcontractor no later than 7 days after the Contractor’s receipt of any payment from the agency. If a subcontractor is not paid in a timely fashion, the Contractor shall pay interest on the balance due from the 8th day after the Contractor’s receipt of any payment from the agency, at the rate of 12% per year compounded monthly. Subcontractors receiving payment shall pay lower-tier subcontractors, and be liable for the interest on late payments in the same manner as Contractors are required to pay subcontractors.

SC-6.08.A Amend the first sentence of Paragraph 6.08A by replacing the words "the Supplementary Conditions" with the words "Division 1."

SC-6.16 Add the following paragraph immediately after Paragraph 6.16.A

- B. In emergencies affecting the safety or protection of persons or property or maintenance of temporary construction at the site or adjacent thereto, and Contractor cannot be reached, the City of Mequon may act to attempt to prevent threatened damage, injury or loss. The City of Mequon will give Contractor proper written notice after such action, and the cost of the correction or remedy shall be charged against the Contractor. A change order will be issued to document the change in contract price.

SC-6.19.A Delete the words "representation of" in the second sentence.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

SC-10.05.B Amend Paragraph 10.05.B of the General Conditions as follows:

Amend the first sentence of Paragraph 10.05.B by replacing the words "30 days" with the words "10 days." Amend the third sentence of Paragraph 10.05.B by replacing the words "60 days" with the words "30 days." Amend Paragraph 10.05.B by deleting the sentence "Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event." Insert in its place the sentence "Subject to future penalties for perjury, claimant hereby certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of claimants knowledge and belief, and that the amount or time requested accurately reflects the Contract adjustment for which claimant believes is due."

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.C.2.a Amend by replacing the words "15 percent" with the words "10 percent".

SC-12.01.C.2.b Amend by replacing the words "five percent" with the words "those percentages listed in 12.01.C.2.a and 12.01.2.c".

SC-12.01.C.2.c Amend by replacing the words "15 percent" with the words "10 percent".

SC-12.01.C.2.e Amend by replacing the words "five percent" with the words "those percentages listed in 12.01.C.2.c".

ARTICLE 14 – PAYMENTS TO THE CONTRACTOR AND COMPLETION

SC-14.02.C.1 Amend by replacing the words "Ten days" with the words "Thirty days".

SC-14.02.D Add the following new paragraph immediately after Paragraph 14.02.D.3

4. In the event Owner receives notice from any person, subcontractor, supplier, or other third party, that Contractor has failed to pay such party for work performed in accordance with the Contract Documents, Contractor shall, at request of Owner, and in no more than 10 calendar days, provide all documentation Owner believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event Owner determines a claim to be valid, Owner may withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay such claim until satisfactory documentation is furnished that the liability has been fully discharged or reasons for non-payment of disputed amounts are

provided by Contractor. In the event a claim is valid and payment is due, or in the absence of the requested documentation, Owner may authorize direct or two-party payment of any unpaid bills. In no event shall this provision be construed to impose any obligations upon Owner or Engineer to either Contractor or Contractor's surety (if any).

SC-14.02 Add the following new sub-section immediately after sub-section 14.02.D

E. *Lien Waivers*

The CITY/OWNER may, at any time during the work or before substantial completion of the work, require the CONTRACTOR to furnish lien waivers for all labor and materials used on the project to date. Payment of any outstanding pay application may be withheld until the CONTRACTOR provides such lien waivers.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

SC-15.02.A.1 Amend the first sentence by adding the words “(3 or more)” immediately after the phrase “persistent failure”

SC-15.02.C Amend the second sentence by replacing the words “be paid to the Contractor.” with the words “remain with the Owner.”

END OF SECTION

00800-6

SECTION 00860

PREVAILING WAGES

PREVAILING WAGE RATES DETERMINATION NUMBER 201602495

FOR

CONTRACT NO. 3804-16

2016 SANITARY SEWER REHABILITATION

FOR

THE CITY OF MEQUON

State of Wisconsin
Department of Workforce Development
Equal Rights Division

DEPARTMENTAL ORDER

ISSUE DATE: 10/11/2016

PROJECT:

CITY OF MEQUON 2016 SANITARY SEWER REHABILITATION
MEQUON CITY, OZAUKEE COUNTY, WI
Determination No. 201602495 [Owner Project No. 3804-16]

PROJECT OWNER:

KRISTEN B LUNDEEN, ENGINEERING SERVICES MANAGER
CITY OF MEQUON
11333 N. CEDARBURG ROAD 60W
MEQUON, WI 530921930

REQUESTER:

KRISTEN B LUNDEEN, ENGINEERING SERVICES MANAGER
CITY OF MEQUON
11333 N. CEDARBURG ROAD 60W
MEQUON, WI 530921930

ADDITIONAL CONTACT:

JAMES KEEGAN, ENGINEERING SERVICES MANAGER
CITY OF MEQUON
11333 N. CEDARBURG RD.
MEQUON, WI 530921930

NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

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

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

Enclosures

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

ISSUED BY:

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

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

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 10/11/2016

DETERMINATION NUMBER: 201602495

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 4/9/2017. If NOT, You MUST Reapply.

PROJECT NAME: CITY OF MEQUON 2016 SANITARY SEWER REHABILITATION
PROJECT NO: 3804-16

PROJECT LOCATION: MEQUON CITY, OZAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MEQUON

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:	Time and one-half must be paid for all hours worked: <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. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

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

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

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

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

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

s. 66.0903 (11) LIABILITY AND PENALTIES.

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

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

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

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

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
102	Boilermaker	30.21	21.97	52.18
103	Bricklayer, Blocklayer or Stonemason	35.89	17.58	53.47
104	Cabinet Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
105	Carpenter Future Increase(s): Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.28	20.96	56.24
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
107	Cement Finisher	32.09	14.77	46.86
108	Drywall Taper or Finisher Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	30.42	21.19	51.61
109	Electrician	33.93	21.42	55.35
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	24.73	19.69	44.42
112	Fire Sprinkler Fitter	39.66	21.11	60.77
113	Glazier	34.19	18.25	52.44
114	Heat or Frost Insulator	33.53	27.25	60.78
115	Insulator (Batt or Blown)	23.62	11.55	35.17

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
116	Ironworker	30.77	23.72	54.49
117	Lather	34.13	20.61	54.74
118	Line Constructor (Electrical)	37.47	15.49	52.96
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	35.89	17.58	53.47
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.35/hr on 6/1/2016.	29.78	26.38	56.16
123	Overhead Door Installer	29.21	0.00	29.21
124	Painter Future Increase(s): Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	30.07	21.19	51.26
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.58	27.54	58.12
127	Pipeline Fuser or Welder (Gas or Utility)	41.01	21.54	62.55
129	Plasterer	30.22	20.53	50.75
130	Plumber Future Increase(s): Add \$2/hr on 6/1/16; Add \$2/hr on 6/1/17.	39.62	20.12	59.74
132	Refrigeration Mechanic Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
133	Roofer or Waterproofer	29.65	18.41	48.06
134	Sheet Metal Worker	37.91	21.05	58.96
135	Steamfitter Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35

Fringe Benefits Must Be Paid On <u>All Hours Worked</u>		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	26.00	17.74	43.74
138	Temperature Control Installer	33.00	5.21	38.21
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic Future Increase(s): Add \$1.45 on 06/06/2016	31.59	19.60	51.19
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	30.18	17.34	47.52
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman -ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All Hours Worked</u>		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.47	18.70	53.17
203	Three or More Axle	22.25	18.12	40.37
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	19.15	52.17
205	Pavement Marking Vehicle	22.25	18.12	40.37
207	Truck Mechanic	22.25	18.12	40.37

LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer	29.01	17.39	46.40
302	Asbestos Abatement Worker	16.00	8.50	24.50
303	Landscaper	14.00	10.06	24.06
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.62	0.00	18.62
314	Railroad Track Laborer	17.00	5.06	22.06
315	Final Construction Clean-Up Worker	29.01	17.39	46.40

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
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's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	34.17	19.19	53.36
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	41.16	20.65	61.81
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.66	20.65	61.31
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	39.97	20.65	60.62
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	34.76	20.30	55.06
516	Fiber Optic Cable Equipment	21.00	0.00	21.00

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	35.89	17.58	53.47
105	Carpenter	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	37.47	15.49	52.96
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	30.11	26.51	56.62
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

TRUCK DRIVERS

Fringe Benefits Must Be Paid On All Hours Worked

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

LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$2.29 for bottomman; Add \$2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$5.44 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	29.73	18.32	48.05
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	19.31	15.21	34.52
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.62	0.00	18.62
314	Railroad Track Laborer	17.00	5.06	22.06

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

Fringe Benefits Must Be Paid On All Hours Worked

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Premium Increase(s): Add \$.25/hr for operating tower crane.	33.91	20.80	54.71
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	35.89	17.58	53.47
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher	32.15	20.40	52.55
109	Electrician	33.93	21.52	55.45
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	30.77	23.72	54.49
118	Line Constructor (Electrical)	37.47	15.49	52.96
124	Painter	29.62	20.74	50.36
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
133	Rofer or Waterproofer	29.65	18.41	48.06
137	Teledata Technician or Installer	25.63	17.25	42.88
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29
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TRUCK DRIVERS

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

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	24.75	19.69	44.44
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.51	20.63	48.14
304	Flagperson or Traffic Control Person	19.31	15.21	34.52
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.62	0.00	18.62
314	Railroad Track Laborer	17.00	5.06	22.06

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

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Page s/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.77	21.85	59.62

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	21.00	0.00	21.00
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

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

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45

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

Fringe Benefits Must Be Paid On All Hours Worked

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

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

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage -- Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/16/2016

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

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

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

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

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

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

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

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

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

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

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

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

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

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

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

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

POST THE WHITE SHEET

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

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

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

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

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

July 1, 2016

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

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

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					

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

Insulation Services and RRS2 Inc

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Peshigo Asphalt, Inc	W3895 Track La Peshigo, WI 54157	3/1/16	2/28/17	1	2013- 2014	None
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
Quality Essential, Inc.	917 11 th Ave S #4 Hopkins, MN 55343	7/1/16	6/30/19	4	2015	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					

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

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752



Scott Walker, Governor
Raymond Allen, Secretary

PREVAILING WAGE – Contractors

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

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

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

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

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

List of Agents and Subcontractors

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

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

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

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

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

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

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

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

List of Agents and Subcontractors

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

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

Request to Employ Subjourneyperson

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

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

1. Name of Project Appearing on the Project Determination	
County	City, Village or Town
DWD Project Determination Number	Project Number (if applicable)
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)	
a.	b.
c.	d.
3. Employer Name (Print)	
Requester 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) ()
<p>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.</p>	
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) 267-4592 / DO NOT e-mail your request.
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

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

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

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

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

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
<p>Covered employees</p>	<p>Truck drivers & Other workers & Contractors</p>	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

SECTION 01000
SUMMARY

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary conditions and other Division 01 Specification Sections, apply to this Section.
- B. Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition.
- C. Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, latest Edition, and all Supplemental Specifications, unless otherwise called for on the plans and specifications.
- D. City of Mequon Standard Specifications for Land Development.
- E. Wisconsin Department of Natural Resources Technical Standards, Latest Edition.

1.2 SUMMARY

- A. Section includes:
 - 1. Project information
 - 2. Work covered by Contract Documents
 - 3. OWNER's Intent
 - 4. Work Restrictions
 - 5. Preconstruction Meeting
 - 6. Specifications and drawing conventions
 - 7. Notifications and Protection of Facilities
 - 8. Commencement
 - 9. Completion
 - 10. Traffic Control

1.3 PROJECT INFORMATION

- A. Project Identification: **2016 Sanitary Sewer Main Rehabilitation**
- B. OWNER and ENGINEER:
 - City of Mequon
 - 11333 N Cedarburg Road
 - Mequon, Wisconsin 53092
 - (262) 236-2937

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of the Project is defined by the Contract Documents. The Work will generally consist of (but is not limited to) the following and also noted in a general map in Appendix:

1. Examine sanitary sewer following NASSCO methods and report each lateral condition in a post cleaning, pre-installation video. Clean sanitary sewer to remove roots and deposits prior to lining installation.
 2. Perform 12-inch diameter spot repairs and 15-inch diameter spot repairs to damaged sanitary sewer that otherwise prohibits lining installation. Surface restoration includes asphaltic pavement replacement to match in kind, depth, base and subbase materials; or gravel to match, or landscape restoration to match in kind.
 3. CONTRACTOR to provide notification to residents impacted from cured-in-place lining installation. CONTRACTOR to offer accommodation allowance, if the sanitary sewer service is off for more than 24 hours to any residential home, condominium or apartment building or other such dwelling, then the CONTRACTOR shall be obligated to provide residents without sanitary sewer in the amount of \$150 per day for accommodations.
 4. Install cured-in-place-pipe (CIPP) lining from manhole to manhole.
 5. CONTRACTOR will reinstate sanitary lateral connections following sewer lining. Sanitary laterals are assumed to be four inches or six inches in diameter.
 6. Examine sanitary sewer after cured in place lining installation and include a visual of the reinstatement of each lateral opening.
- B. Manhole lining is not included in this contract.

1.5 OWNER'S INTENT AND DETAILED INFORMATION

- A. The OWNER's intent is to rehabilitate existing sanitary sewer features in such that only minimal additional maintenance is required for 40-50 years. The 12-inch dia. and 15-inch dia. sanitary sewer were built in 1963 or 1968, and made of concrete. The project will be performed in Riverside Road from County Line Road to a point 1,040'+/- north of County Line Road, and in the sewer easement south of LeMont Boulevard to Lift Station N.
- B. **PRE- AND POST-CONSTRUCTION TELEVISIONING.** The City has performed some pre-construction televising, and a copy of the televising report is available at City Hall and can be obtained for free with a contractor provided thumb drive. **The CONTRACTOR will be required to pre-televising and post-televising the approximate total length of up to 1,987 feet of sanitary sewer prior to and at the end of sewer lining work in each project area. Pre-televising will be performed after cleaning the respective diameter sewers. Post televising will be performed coincident with or following lateral reinstatement.** CONTRACTOR will clean the sewer, as necessary, incidental to the cost of televising and lining the sanitary sewers. Based on the televising results, the City will determine whether or not the construction work resulted in any damage and whether the necessary repairs, if any, are the responsibility of the CONTRACTOR or otherwise.
- C. General Order of Work. The following is assumed by the OWNER, and the CONTRACTOR is responsible for providing OWNER with the final order and

scheduling of Work activities at the pre-construction meeting and as amended based on Work prosecution.

1. Provide notice to residents of cured in place lining work that requests residents fill traps with water and avoid water usage that may result in a basement backup while the sewer lining resin hardens in the 12-inch dia. sanitary sewer and 15-inch dia. sanitary sewer during period of 8 hours to 18 hours.
 2. Establish traffic controls, erosion controls, and control of sewage and other hazardous materials.
 3. Clean sanitary sewers.
 4. Perform pre-construction CCTV examination in accordance with NASSCO methods.
 5. Perform spot repairs and associated surface restoration to pavement, lawn or natural areas.
 6. Install CIPP lining.
 7. Reinstate all sanitary laterals and perform necessary sewer main televising.
 8. Perform post-construction CCTV examination in accordance with NASSCO methods and provide documentation in a hard copy report with a DVD or digital video file of the pre- and post-construction CCTV examinations.
- D. Safety. CONTRACTOR is responsible for providing signs, barricades, and other controls to ensure safety of project personnel and the public. CONTRACTOR shall minimize the time excavations are open and that they are clearly marked, plated or otherwise protected during work and non-work hours. CONTRACTOR shall control equipment operations and store equipment safely overnight, away from residents, as possible. Traffic control is incidental to the cost of project pay items.
- E. Erosion Control. CONTRACTOR is responsible for providing erosion controls and performing operations that minimize potential for erosion and transmission of eroded materials toward storm sewers and other conveyances. The contract provides for only a few best management practices. The OWNER expects that CONTRACTOR will run a clean site and control or dispose of spoil materials.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of City of Mequon authorities.
 2. Comply with requirements of City, County, and State permits. It is anticipated that the City will not need to apply for a Wisconsin Department of Natural Resources (WDNR) permit. Engineer will provide CONTRACTOR with a copy of any necessary or applicable permit(s) once received.
- B. Work Hours: Limit work including equipment operation to working hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday, except if otherwise indicated.
1. Sunday work is prohibited.
 2. Holiday restrictions will be discussed at the pre-construction meeting.

- C. Existing Utility Interruptions: Do not interrupt utilities unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify OWNER and ENGINEER not less than two days in advance of proposed utility interruptions.
 - 2. Obtain OWNER's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to OWNER occupancy with OWNER.
 - 1. Notify OWNER and ENGINEER not less than two days in advance of proposed disruptive operations.
 - 2. Obtain OWNER's written permission before proceeding with disruptive operations.
 - 3. Controlled Substances: Use of controlled substances on the Project site is not permitted.

1.7 PRECONSTRUCTION MEETING

- A. CONTRACTOR to attend a pre-construction meeting with owner's ENGINEER at least one week prior to construction mobilization.
- B. CONTRACTOR to provide a detailed construction schedule and a list of emergency contacts, including a contact for the Traffic Control/Barricade Company.
- C. CONTRACTOR shall provide a list of SUBCONTRACTORS. ENGINEER does not anticipate any staking requirements.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

Specification requirements are to be performed by CONTRACTOR unless specifically stated otherwise.

1.9 NOTIFICATION AND PROTECTION OF EXISTING FACILITIES

- A. Diggers Hotline – CONTRACTOR is to contact Diggers Hotline a minimum of three working days prior to construction.
- B. City of Mequon: City Staff will provide notifications to Police and Fire and will issue Construction Notices in advance of the Work.
 - 1. DPW/City Engineer: Kristen Lundeen: (262) 236-2938
 - 2. Deputy Directory of Utilities: Kevin Driscoll: (262) 236-2937
- C. Utilities. Known utility CONTRACTORS include:
 - 1. We Energies – Electric
 - a. Emergencies 800-662-4797 (24 hour/dispatch)
 - b. Al Schmidt 262-338-7662
 - 2. We Energies – Gas
 - a. Emergencies 800-261-5325 (24 hour/dispatch)
 - b. Nick Ernster 414-640-4271
 - 3. AT&T
 - a. Jay Bulanek 262-896-7669
 - 4. Charter Communications (formerly Time Warner Cable)

- a. Emergencies 800-644-8328
- b. Steve Cramer 414-277-4045

- D. Protection of Existing Facilities. CONTRACTOR shall suitably protect or maintain a safe working distance from public utilities and municipal utility infrastructure.
- E. Other Contacts. To be discussed at pre-construction meeting.

1.10 COMMENCEMENT

- A. CONTRACTOR shall not start work under this contract until written notice to do so has been issued by OWNER and then shall commence work as agreed upon between OWNER and CONTRACTOR. Contractor shall provide 7 day notice to OWNER prior to construction for the purpose of any scheduling for construction staking and notification to Police, Fire, schools, and the City residents. Once construction has started, CONTRACTOR shall work continuously to complete the project.

- 1.11 CONTRACTOR must substantially complete **all work by December 23, 2016**. All work shall be complete and ready for final acceptance by **December 31, 2016**.

1.12 TRAFFIC CONTROL

- A. CONTRACTOR shall provide and maintain traffic control devices and procedures in accordance with Federal and State Manuals for Traffic Control Devices, and local requirements.
- B. Specifics.
 - 1. CONTRACTOR shall install, provide advance notice signs at least two working days in advance of work for each street.
 - 2. CONTRACTOR shall provide Road Closed Signs.
 - 3. CONTRACTOR shall provide flaggers as necessary.

PARTS 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01000

SECTION 01020

ALLOWANCES

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

2. EXAMINATION OF SITE

- A. The CONTRACTOR, prior to submitting this bid, shall visit the site of the said work and familiarize himself with the location and conditions affecting the work thereon and/or therein. No allowance will be granted because of lack of knowledge of such conditions.

3. INCIDENTAL WORK

- A. Incidental work shall include all work not particularly specified or that which may be specified and not provided for in a basis for payment, that is of an incidental or temporary nature, and required in order to safely and satisfactorily carry out the intent of the work as indicated on the drawings and in the specifications. The cost of such work shall be merged with and included in the prices bid under all items of work.

4. LOCATION OF UNDERGROUND FACILITIES

- A. The location of any underground facilities furnished, shown on the plans or given on the site are based upon the available records, but are not guaranteed to be complete or correct and are given only to assist the CONTRACTOR in making a determination of the general location of all underground facilities. It is the contractors responsibility to notify Diggers Hotline and/or utility company for a utility locate, sufficiently in advance of the project start.

END OF SECTION

SECTION 01040

COORDINATION

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. COOPERATION WITH OTHER CONTRACTORS & UTILITIES

- A. The CONTRACTOR shall work in harmony with other Contractors, or with utility or CITY's forces engaged in collateral work. In case of dispute, the decision of the CITY shall be final and binding upon the parties affected.
- B. The CONTRACTOR is responsible for all utility coordination. It is the CONTRACTOR's responsibility to contact all affected utilities and coordinate work with others. The CONTRACTOR shall update the ENGINEER as to the status and schedule of all utility operations.

3. COORDINATION OF WORK

- A. The CONTRACTOR shall be responsible for the general coordination of the entire project. Each sub-contractor shall be responsible to advise and coordinate their phase of the work, and their suppliers, through the CONTRACTOR and with other contractors, subcontractors and suppliers working at the project.

4. NOTICE OF INTENT TO PROCEED

- A. The CONTRACTOR shall notify all appropriate governmental and regulatory units, including emergency services departments, at least seven (7) working days prior to his commencing work.
- B. The CONTRACTOR shall notify the CITY, the ENGINEER, and all utilities and/or underground facilities locators whose property may be affected by the CONTRACTOR's operations at least seven (7) working days prior to his commencing work in that area.
- C. The CONTRACTOR shall notify the CITY and the ENGINEER at least seven (7) working days prior to his commencing operations of his intent to start work. Continuing notice shall be given to the CITY and the ENGINEER each time construction is resumed after shutdown.

END OF SECTION

01040-1

SECTION 01050

FIELD ENGINEERING

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. CONSTRUCTION MONITORING

- A. All services rendered by the CITY's Representatives will consist of professional opinions and recommendations in accordance with the generally accepted construction and Engineering practices. Under no circumstances is it the intent of the CITY's Representatives to directly control the physical activities of the CONTRACTOR or the CONTRACTOR's accomplishment of work on this project. The purpose of the CITY's Representatives at the site is to provide monitoring of the CONTRACTOR's work for conformance with the contract documents, and does not include any superintending, supervising, or direction of the actual work.

SECTION 01060

REGULATORY REQUIREMENTS

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. PERMITS

- A. The CONTRACTOR shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. All work requiring permits or licenses shall abide by the governing permit/license specifications where they exceed the requirements stated in these specifications.
- C. The CONTRACTOR shall procure water permit from the Water Utility through the COORDINATOR, Scott Daniel, (262) 236-2931, and pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

3. COMPLIANCE WITH LAWS

- A. The CONTRACTOR, CONTRACTOR'S agents and employees, shall at all times, observe and comply with all Federal and State Laws, local laws, ordinances, codes and regulation which in any manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work. The CONTRACTOR shall protect and save harmless the CITY, the ENGINEER, and their representatives, against any claim or liability arising from the violation of any law, ordinance, code, regulation or order.
- B. In particular, the CONTRACTOR shall comply with all local ordinances regulating work hours, noise levels, dust, mud, roadway load limits and barricades/warning devices required at the site.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. MEASUREMENT

- A. Payments shall be based on actual field measurements for unit price contracts. If contract is bid as lump sum per street or specific bid items are lump sum, payments shall be lump sum based on bid amount.
- B. The CITY may elect to accept measurements made by the CONTRACTOR. When the CITY agrees to accept such CONTRACTOR measurements, CONTRACTOR shall provide written evidence of such measurement (load tickets, etc.).
- C. The CITY reserves the right to increase or decrease the quantities of work. The cost for such an increase or decrease in the quantities of work will be negotiated using the unit prices/schedule of prices for determination of reasonable cost. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.
- D. Description of work, Methods of Measurement of Quantities and payment for the following unit prices:
 1. 12-inch dia. sanitary cured-in-place-pipe lining
 - a. Description. Includes all necessary equipment, materials, tools, and labor to install the liner inside the respective diameter sanitary sewer. Includes confined space entry, necessary bypass pumping including both the sewer main and build sewer bypass, bulkheads and plugs. Includes lawful disposal of material offsite.
 - b. Measurement. By lineal foot of sanitary sewer lined, as measured by post-televising report. This includes lining of troughs through manholes connecting adjacent straight sewer segments. But it does not include lining of troughs through manholes at sewer bends.
 - c. Payment. At contract unit price for lineal feet of 12-inch diameter sewer cured-in-place-pipe lining installed and accepted by the ENGINEER.
 2. 15-inch dia. sanitary cured-in-place-pipe lining
 - a. Description. Includes all necessary equipment, materials, tools, and labor to install said liner inside respective diameter sanitary sewer. Includes confined space entry, necessary bypass pumping including both the sewer main and build sewer bypass, bulkheads and plugs. Includes lawful disposal of material offsite.

- b. Measurement. By lineal foot of sanitary sewer lined, as measured by post-televising report. This includes lining of troughs through manholes connecting adjacent straight sewer segments. But it does not include lining of troughs through manholes at sewer bends.
 - c. Payment. At contract unit price for lineal feet of 15-inch diameter sewer cured-in-place-pipe lining installed and accepted by the ENGINEER.

- 3. Reinstate sanitary lateral
 - a. Description. Following the installation of the cured-in-place-pipe lining, provide materials, equipment, tools, and labor to re-enter the sewer to cut out lining materials blocking lateral sewage from entering the sanitary sewer main. Includes confined space entry, materials and equipment to restore the connection between the lateral and lined sewer. Includes coordination with residents. Includes lawful disposal of waste materials offsite.
 - b. Measurement. By each sanitary sewer lateral connection to the sanitary sewer main reinstated.
 - c. Payment. At contract unit price for each measured sanitary lateral reinstated to the sanitary sewer main accepted by the ENGINEER.

- 4. Clean and examine sanitary sewer Pre-installation CCTV and Post-construction CCTV
 - a. Description. Preparatory to sewer lining work, provide necessary equipment, materials, tools and labor to cut roots and remove roots, clean and remove calcium deposits, and sediment or other materials from the sanitary sewer, and grind off protruding taps, remove and legally dispose of all debris. Includes confined space entry, necessary bypass pumping, bulkheads and plugs, and the required pre-televising equipment to identify cut or cleaned areas that might require miscellaneous Sanitary Sewer Spot Repairs. Includes lawful disposal offsite.
 - b. Measurement. By lineal foot of sanitary sewer cut and cleaned, measured from center of manhole to center of manhole, and based on televised length.
 - c. Payment. At contract unit price for lineal feet of sewer cleaned, measured and examined for respective diameter sanitary sewer.

- 5. 12-inch dia. sanitary sewer spot repair, class "C" bedding
 - a. Description. Includes all necessary equipment, materials, tools, and labor to excavate, repair, backfill and restore the site per specification and in accordance with the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition.
 - b. Measurement. Per lineal foot of 12-inch diameter sanitary sewer repaired, as measured by the owner's INSPECTOR.

- c. Payment. At contract unit price for lineal feet of 12-inch diameter sewer spot repair installed and accepted by the ENGINEER.
- 6. 15-inch dia. sanitary sewer spot repair, class "C" bedding
 - a. Description. Includes all necessary equipment, materials, tools, and labor to excavate, repair, backfill and replace pavement in kind and to restore the work site per specifications and in accordance with the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition.
 - b. Measurement. Per lineal foot of 15-inch diameter sanitary sewer repaired, as measured by the owner's INSPECTOR.
 - c. Payment. At contract unit price for lineal feet of 15-inch diameter sewer spot repair installed and accepted by the ENGINEER.
- 7. Non-Pay Items
 - a. Traffic Control. Provide, and maintain traffic control signs, fencing, barricades, warning devices, including flag persons, and to promote safe working conditions and/or maintain detour route, per plans and established standards.
 - b. Resident Notification. By percent completion of entire item.

3. FINAL PAYMENT

- A. When the project has been finally accepted by the CITY, the CONTRACTOR shall submit to the CITY or his designated Representative, an invoice for final payment in accordance with the GENERAL CONDITIONS.
- B. When the CITY has verified and accepted the quantities of work, the CONTRACTOR shall be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract.
- C. All prior partial estimates and payments shall be subject to correction in the final estimate of payment.
- D. Acceptance of the final payment by the CONTRACTOR is his acceptance of all contract conditions and his indemnification of the CITY from any future claims arising from this Contract.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. PRECONSTRUCTION MEETINGS

- A. The CONTRACTOR shall attend a pre-construction meeting prior to commencing work on the site. The CONTRACTOR will be advised of the exact date, time and location of the meeting. The pre-construction meeting shall be held within 7 days after the Award of Contract.
- B. The meeting shall be attended by the CITY and the CONTRACTOR's representative, having the authority to make informed commitments for the CONTRACTOR, and any principal sub-contractors.
- C. The CONTRACTOR's representative shall be prepared to present a tentative construction schedule setting out target dates for completion of key elements, and shall also have a rough sketch showing the location of the CONTRACTOR's intended haul roads and material storage points. The name of the person in charge who will be staffing the project and a name and telephone number of a 24-hour contact in case of an after-hours emergency shall be provided.

3. FINAL WALK THROUGH

- A. The CONTRACTOR shall schedule a final walk through at the site upon Final Completion.

END OF SECTION

01200-1

SECTION 01300

SUBMITTALS

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

2. SUBMITTALS

- A. HAUL ROUTES – Haul routes for all construction submitted for review and approval by the Engineer at the pre-construction conference, or at a minimum, 5 working days prior to desired start date.
- B. TRAFFIC CONTROL PLAN – A traffic control plan for all construction submitted for review and approval by the Engineer at the pre-construction conference, or at a minimum, 5 working days prior to desired start date.
- C. SEWER BYPASS PLAN – A sanitary sewer bypass for to accommodate all cured in place lining installation in the sewer main and to avoid inconveniences to residents if sewer laterals are not reinstated for over a 24 hour period. If CONTRACTOR keeps sewer main out of service for over a 24 hour period, then an accommodation allowance shall be provided by the contractor and included as incidental to their bid price for the respective diameter sanitary sewer cured in place lining installed and accepted by the ENGINEER. CONTRACTOR to submit SEWER BYPASS PLAN for review and approval by the Engineer at the pre-construction conference, or at a minimum, 5 working days prior to desired start date
- D. NOTICE TO CITY OF WORK SCHEDULE - Prior to commencement of any work the contractor shall submit to the Engineer, for his approval, a complete construction schedule detailing proposed start and completion dates for all elements of the contract. No work shall commence until such schedule is reviewed and accepted by the Engineer. The Contractor shall submit to the Engineer, by Wednesday of each week, an updated and detailed work schedule for all work to be performed the following week. No work shall be performed if it has not been scheduled the previous week. Work not completed as scheduled per week; except due to unforeseen weather conditions, shall be subject to liquidated damages as per Section 00500.
- E. Certified Test Reports and Design Specifications for will be required for the following items. Design Specifications shall be submitted to the ENGINEER 7 days prior to use on the job site. Test Reports shall be submitted to the ENGINEER within 24 hours of test completion. Testing requirements and submittals are specified in Section 02010:
 - Cured In Place Lining (ASTM 1216)
 - Diameter / thickness 400ksi modulus / thickness 250ksi modulus
 - 12-inch / 6.0 mm / 7.5 mm
 - 15-inch / 7.5mm / 9.0 mm
 - Respective Diameter Pipe for Spot Repair (ASTM 3034)

SECTION 01400

QUALITY CONTROL

1. GENERAL

The requirement of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

2. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- American Association of State Highway and Transportation Officials (AASHTO)
- Wisconsin Department of Transportation
Standard Specifications for Highway & Structure Construction (latest edition)
Facilities Development Manual
- Wisconsin Administrative Code (Transportation Section)
- Standard Specifications for Sewer & Water Construction in Wisconsin, 6th Edition

3. RESPONSIBILITY

- A. The CONTRACTOR shall assume complete and sole responsibility for the quality of work. If changes or adjustments are recommended by the CONTRACTOR, they may be made only upon written approval from the CITY.
- B. The CONTRACTOR shall assume full responsibility for the furnishing of uniform and satisfactory materials.

4. AUTHORITY OF ENGINEER

- A. All work shall be done in compliance with the Contract Documents. The ENGINEER shall decide all questions regarding the quality and acceptability of materials furnished, work performed, workmanship, rate of progress of work, and interpretation of the Plans and Specifications. The ENGINEER shall decide all questions of acceptable fulfillment of the Contract, compensation, and disputes and mutual rights between CONTRACTOR'S under the specifications. The CITY or CITY'S ENGINEER shall determine the amount of work performed and materials furnished.
- B. The ENGINEER'S failure to reject what is in its opinion to be substandard work or materials does not imply its acceptance of said work or materials. The CITY may, at any subsequent time, recover damages for or require that the CONTRACTOR replace substandard work or material regardless of his failure to reject said work or materials.

5. AUTHORITY AND DUTIES OF INSPECTORS

- A. Inspectors employed by the CITY shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the material to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the Specifications, nor is he authorized to approve or accept any portion of the completed project. He shall call the attention of the CONTRACTOR to any failure of the work or materials to conform to the Specifications and Contract, and shall have the authority to reject material. Any dispute between the Inspector and CONTRACTOR shall be referred to the CITY. Any advice which the Inspector may give the CONTRACTOR shall in no way be construed as binding the CITY in any way or releasing the CONTRACTOR from fulfilling any of the terms of the Contract.

6. INSPECTION

- A. All material and each part of detail of the work shall be subject at all times to inspection by the CITY, or his Authorized Representatives and the CONTRACTOR will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The CITY or his Representatives shall be allowed access to all part of the work, and shall be furnished with such information and assistance by the CONTRACTOR as is determined, by the CITY or his representative to make a complete and detailed inspection.
- B. Where such access or opportunity for inspection is not reasonably made available to the CITY or Inspector, the CONTRACTOR shall, at the CITY's request, remove or uncover such portion of the finished work as the CITY may direct before the final acceptance of the same. After the examination, the CONTRACTOR shall restore said portion of the work to the standard required by the specifications. The expense of uncovering or removing and replacing of the same in accordance with the specifications shall be borne by the CONTRACTOR.

7. WORKMANSHIP

- A. All workmanship shall conform to the best standard practice. Unless otherwise specified, the Specifications or recognized association of manufacturers and CONTRACTORS or industrial manufacturers shall be used as guides for the standards of workmanship.
- B. All exposed items of work shall present a neat workmanlike appearance and shall be as true to shape and alignment as possible to obtain with measuring or leveling instruments generally used in the respective type of work. Items of work shall be sound and fully protected against damage and premature deterioration. It is specifically understood, the CONTRACTOR agrees to abide by the decision of the CITY.

8. DEFECTIVE MATERIALS

- A. All materials and workmanship not conforming to the requirements of the Contract Documents shall be considered as defective, and all such materials, whether in-place or not, shall be rejected and shall be removed from the work by the CONTRACTOR at his expense. Upon failure on the part of the CONTRACTOR to comply with any order of the CITY relative to the provisions of this article, the CITY shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any monies due or which may become due the CONTRACTOR.

9. PLANS AND SPECIFICATIONS TO BE AVAILABLE

- A. The CONTRACTOR shall keep a legible copy of the plans, specifications, and all permits at the site of the work at all times.

END OF SECTION

01400-02

SECTION 01500

CONSTRUCTION FACILITIES

1. GENERAL

The requirements of the Contract Documents including the General Conditions, the Supplementary Conditions and Division-1 General Requirements apply in this section except as modified herein.

2. SIGNS & MAILBOXES

A. Any signs and mailboxes located in conflict with construction shall be removed, temporarily relocated during construction, and permanently relocated after construction by the CONTRACTOR. This work is incidental to the construction taking place.

3. CONSTRUCTION DEBRIS

A. The CONTRACTOR shall at all times keep the site including all private or public property involved in or adjacent to the site free from any rubbish, surplus or waste materials.

B. The CONTRACTOR shall remove all surplus materials, tools and equipment leaving the site and all portions of the finished work clean, unobstructed and ready for use before Final Completion will be granted. After written notification, the CITY may remove all rubbish, surplus or waste materials which the CONTRACTOR has neglected or refused to remove from the site and deduct the costs of such removal from any monies due the CONTRACTOR.

C. The CITY or his Representative shall have the right to regulate the work in order to control objectionable dust, mud, or other nuisances in or adjacent to the area of the site.

4. STORAGE OF MATERIALS

A. Materials delivered for the CONTRACTOR are to be neatly and compactly placed on the site in such manner as to cause the least inconvenience and ensure the safety of the general public. Materials shall not be placed within 20 feet of any hydrant, pedestrian crossing or intersection.

B. Storage of materials "on" or "off" site is to be insured by the CONTRACTOR against loss, theft, and/or damage. The CITY does not assume any liability for any material or product until it is incorporated into the work at the project site and the CONTRACTOR has been issued a final project release. Final project release will be concurrent with final payment.

5. ACCESS

A. The CITY and his Representatives shall have access to the site at all times. Other CONTRACTORS, SUBCONTRACTORS and material suppliers shall be permitted reasonable coordinated access to the site.

B. The CONTRACTOR shall furnish, erect and maintain the traffic control devices at the project termini and at intersecting roads along the project as provided in this contract or directed by the CITY ENGINEER.

C. The CONTRACTOR shall not close at any time any road to the public except by specific written permission by the CITY ENGINEER. The CONTRACTOR shall notify the CITY ENGINEER at the earliest possible date (minimum 7 calendar days) so arrangements may be made for closing the road and provided detours. The CONTRACTOR shall install signs one week (5 days) in advance advising users of the road closing.

6. TRAFFIC CONTROL

- A. Traffic control shall be the responsibility of the CONTRACTOR.
- B. The CONTRACTOR shall be responsible for the erection and maintenance of all barricades, lights and signs necessary for public safety and convenience in accordance with all applicable requirements. In general, all hazards within the limits of the work must be marked with well-painted, well-maintained barricades, reflectors, electric lights, flashers and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the work to meet changing conditions.
- C. Adequate protection shall be provided around all openings wherever required to safeguard the work or the public. All openings and surface obstructions shall be protected with barricades, signs and warning devices in accordance with local requirements.
- D. As a minimum, the provisions of the State Highway Specifications and State Manual for Uniform Traffic Control Devices shall be met. The CONTRACTOR shall develop a traffic control plan for each location. Said plan shall be subject to review and approval of the ENGINEER at the preconstruction conference or at a minimum, 5 working days prior to the desired start date.

7. PROTECTION FROM DAMAGE

- A. The CONTRACTOR shall be responsible for taking appropriate reasonable and responsible care to protect surrounding property, facilities, and/or utilities from damage. All damage resulting from his work operations to any utilities, property, and/or facilities shall be the contractor's responsibility to repair and or replace as deemed appropriate by the Engineer. CONTRACTOR shall also be responsible for damage to pavement, sidewalks, curbs, gutter, driveways, trees, shrubbery or lawns which are scheduled to remain.
- B. All costs of repairs arising from the CONTRACTOR'S damage to utilities, private property, or pavement, sidewalks, curbs, gutter, driveways, trees, shrubbery and lawns shall be paid by the CONTRACTOR.

8. STREET AND RIGHT OF WAY USE

- A. Prior to commencement of work the CONTRACTOR shall furnish the ENGINEER with a listing of all proposed haul routes for approval.
- B. CONTRACTOR shall be responsible to keep all streets, drives, and parking lots in the area free of mud, clay, gravel, and other materials which vehicles or equipment may track or scatter onto them, or which may be deposited by uncontrolled drainage of water directly onto streets or drives.

Frequency of cleaning shall be based upon amount of material deposited, not necessarily done on a fixed schedule.

CONTRACTOR failure to comply with these requirements within twenty-four hours after being given notice by the CITY will result in CITY having streets cleaned and deducting costs from amount due CONTRACTOR.

Vehicles and equipment shall not be flushed out or dumped onto any streets, drives, walks, gutters, or on grounds of any private property.

- C. CONTRACTOR shall maintain dust-free roadways at all times. Roadway surfaces shall be swept or watered as required by the INSPECTOR.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division 1 - General Requirements, and the Wisconsin Best Practices Management Handbook apply to this section except as modified herein.

2. SECTION INCLUDES

- A. Products
- B. Transportation and Handling
- C. Storage and Protection
- D. Product Options
- E. Substitutions

3. RELATED SECTIONS

- A. Section 01400 - Quality Control
- B. Section 01700 - Contract Close Out

4. PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

5. TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

6. STORAGE AND PROTECTION

- A. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure the products are undamaged, and are maintained under required conditions.

7. PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for an approved equal.

8. SUBSTITUTIONS

- A. Only within 5 days after date established in Notice to Proceed will the ENGINEER consider requests from CONTRACTOR for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of CONTRACTOR.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that CONTRACTOR:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. The CITY will determine acceptability of proposed substitution, and will notify CONTRACTOR of acceptance or rejection in writing.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted the contractor shall provide the specified product.

END OF SECTION

01600-02

SECTION 01700

CONTRACT CLOSEOUT

1. GENERAL

The requirement of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

2. CLEAN-UP AND FINAL INSPECTION

A. The CONTRACTOR shall have thorough and systematic clean-up operations follow closely behind the construction work. CONTRACTOR shall, at its own expense, remove and properly dispose of all dirt, rubbish, construction debris, brush, gravel, wood or any other foreign substances from the site. When the CONTRACTOR has cleaned the work site and is ready for final inspection, a walk through shall be scheduled with the ENGINEER. This shall be done prior to the CONTRACTOR leaving the site. Upon the ENGINEER's inspection, if the work is not found satisfactory, the ENGINEER may require further cleaning, site restoration and repair and when these are completed, will again inspect the work. In no case will the job be considered complete until the CONTRACTOR has complied with all the requirements set forth and the ENGINEER has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the plans and specifications and that such work is ready for acceptance by the CITY, including site restoration.

3. GUARANTEE

A. The CONTRACTOR shall be liable for the acceptable condition of all work including backfill and surface restoration, both during construction and throughout the guarantee period. The guarantee period of three (3) years, shall commence on the date of City acceptance of Final Completion. Should any defect appear either during construction or the guarantee period, the CONTRACTOR shall in conformance to a written order from the CITY, make the required repairs or replacement at his own expense.

4. FINAL PAYMENT

A. Wisconsin Department of Workforce Development (DWD) "Affidavit of Compliance with Prevailing Wage Rate Determination" forms are included in Section 00860 PREVAILING WAGES. Prime Contractor Affidavit of Compliance form shall be completed by the Prime Contractor and submitted with invoice for final payment. Agent or Subcontractor Affidavit of Compliance form shall be filed with the awarding contractor.

B. After the work has been finally accepted by the CITY, the CONTRACTOR will be paid in accordance with the final payment provisions of Section 01150 of these Specifications and the General Conditions.

END OF SECTION

SECTION 02010

REHABILITATION OF UNDERGROUND PIPES WITH CURED-IN-PLACE-PIPE LINER

PART 1 - GENERAL

1.1 SUMMARY

- A. The intent of this work is to provide for the reconstruction of sanitary sewer pipe by the installation of a resin-impregnated flexible tube using the process of Cured-In-Place-Pipe (CIPP) lining. This tube shall be inverted into the original host sanitary sewer pipeline and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the water or air used for the inflation to a level sufficient for the initiators in the resin to effect a thermosetting reaction.

1.2 SCOPE OF WORK

- A. Pre-Cleaning and Inspection: The CONTRACTOR shall clean the sanitary sewer pipe to be lined thoroughly before commencement of the CIPP process. Root masses, debris, protruding laterals, mineral or other attached deposits, or any other matter not herein defined, shall be removed from the sanitary sewer system at this time. A complete closed circuit television (CCTV) inspection of each line segment shall be included in this process to document the condition of the pipe post cleaning but prior to the CIPP lining.
- B. Cured-In-Place-Pipe Lining: The intent of the CIPP process is to rehabilitate the sanitary sewers as identified by the ENGINEER and OWNER to the extent required by the applicable ASTM standards referenced below. This process shall conform to all requirements for liner thickness, cure time, inversion method(s), testing, quality control, and other methods and process as may be specified herein.
- C. Bypass Pumping: CONTRACTOR shall provide such piping, pumping, connections, fittings, and other appurtenances as necessary to bypass flows. There shall be no disruption of flow to the existing lines caused by the installation of this bypass, nor shall any sewer spills or overages be caused as a result of this action.
- D. Reinstatement of Laterals and Connections: This work includes the reinstatement of all laterals and other connections that may be temporarily blocked as a result of the CIPP process. The CONTRACTOR shall use a mechanical cutter or other means as approved by the ENGINEER to place these connections back in service as soon as practicable after the curing process is complete.
- E. Post Installation Inspection and Documentation: After the installation and curing of the CIPP liner, and after the reinstatement of laterals or other connections, the CONTRACTOR shall perform a CCTV inspection to document the condition of the rehabilitated pipes (and laterals, *if any*).

- F. Traffic Control: The CONTRACTOR shall be solely responsible for all signage, flagging, cones, personnel and any other item or personnel required for traffic control.

1.3 REFERENCES

- A. American Society for testing and Materials (ASTM):
1. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents.
 2. ASTM D638 Test Methods for Tensile Properties of Plastics.
 3. ASTM D790 Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 4. ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube.

1.4 PRE-APPROVAL OF PRODUCTS

- A. Pre-approval of Products: The system proposed (materials, methods, and workmanship) must be proven through previous successful installation to an extent and mature satisfactory to the OWNER and the ENGINEER. Submit PDF documents by e-mail to Kevin Driscoll, kdriscoll@ci.mequon.wi.us, phone (262) 236-2937. Only previous installations that are commensurate with the size of the current project being proposed will be considered for approval purposes. Since CIPP is intended to have fifty (50) year design life, only products deemed to have this performance will be accepted. All products and installers must be pre-approved prior to the formal opening of bids/proposals.
- B. Criteria for Acceptance: Products and Installers seeking approval must meet all of the following criteria to be deemed commercially acceptable:
1. Minimum Footage Installed: For a Product to be considered Commercially Proven, a minimum of one million (1,000,000) linear feet must have been successfully installed. The Manufacturer (Licensor) shall have completed sufficient testing to document that the materials and the method(s) of installation proposed will produce the desired long term performance.
 2. Financial Means and Related Experience: For an Installer (a/k/a the CONTRACTOR) to be considered Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the OWNER, and must have at least three year's active experience in the commercial installation of the product bid. The Installer's key personnel shall have at least two hundred fifty thousand (250,000) liner feet of successful experience, including sufficient quantities of installations in diameter and liner footage similar to in diameters and liner footage proposed for this project. The Installer shall be trained in appropriate CIPP installation and shall have installed a minimum of five hundred thousand (500,000) liner feet of CIPP.
- C. Pre-Approved Deadline: To allow for adequate consideration by the ENGINEER and OWNER, documentation for Products and Installers, seeking pre-approved status must be submitted no less than five(5) working days prior to the bid due date.

CONTRACTOR must use a form that documents proposed materials and CONTRACTOR experience. Pre-approval of product documents may be attached to the OWNER'S qualification statement form or submitted separately. OWNER does not have a specified format for the pre-approval of products.

The ENGINEER or OWNER will advise off acceptance (or rejection) a minimum of three (3) days prior to the due date. All required submittals must be satisfactory to the ENGINEER and/or OWNER.

- D. Required Pre-Approval Information: The CONTRACTOR shall submit the following pre-approval information:
1. Manufacturer's certificate that the materials to be used meet the referenced standards and these specifications.
 2. License or certificates verifying Manufacturer's/Licensors approval of the Installer.
 3. Reference list demonstrating compliance with the minimum requirements listed as per above.

1.5 SUBMITTALS

- A. Safety Plan: The CONTRACTOR shall provide a confined space entry plan and identify designated safety supervisory personnel to the ENGINEER. The plan shall include confined space entry training certification of each employee assigned to the project.
- B. CCTV Technician NASSCO PACP Certification: The CONTRACTOR shall provide certification documentation for all technicians on the project who are performing pre-installation and post-installation CCTV inspections. These technicians shall hold National Association of Sewer Service Companies (NASSCO) certification's Pipeline Assessment and Certification Program (PACP).
- C. Bypass Plan: The CONTRACTOR shall provide and otherwise develop a plan for bypass pumping. The pump and bypass lines shall be of adequate capacity ad size to handle the anticipated flow. This plan shall be approved by the ENGINEER or OWNER before work begins on the section(s) requiring bypass.
- D. Required Submittal Information: The CONTRACTOR shall submit the following information to the ENGINEER prior to the commencement of the work:
1. Manufacturer's product literature, application and installation requirements for materials used in liner.
 2. Manufacturer's product certification for materials used in liner.
 3. Liner Pipe Thickness Design for each pips size. Liner pipe thickness shall be in accordance with Appendix XI or ASTM F1216. The existing pipe *shall not* be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the following specifications shall apply:
 - a. The minimum ovality of the hot pipe be two percent (2%),
 - b. The height of ground water shall be a minimum fifty percent (50%) of the pipe depth,
 - c. The enhancement factor (k) shall be no greater than seven point zero (7.0),
 - d. The minimum safety factor shall be two point zero (2.0), and
 - e. The flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation E_L .
 - f. *All final thickness shall be considered as finished thickness (post curing).*

4. No liners will be approved for installation until all items have been submitted and reviewed for conformance with the specifications and approved by the ENGINEER.

1.6 QUALITY ASSURANCE

- A. Corrosion: The CONTRACTOR or Installer shall fabricate finished liner from materials which, when cured, will be chemically resistant to internal exposure to domestic sewage and hydrogen sulfide.
- B. Appearance: Liner(s) shall be continuous over the entire length of the insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, wrinkles and delamination.

PART 2 - PRODUCTS

2.1 CURED-IN-PLACE-PIPE LINER

- A. Resin: Resin used in the curing process shall have specific characteristics, including:
 1. The resin system shall be corrosion-resistant polyester, vinyl ester or epoxy that when properly cured meets the minimum requirements given herein.
 2. Resins may contain pigments, dyes or colorants which will not interfere with visual inspection of the cured liner.
- B. Tube: The tube that is inverted into the hot pipe and ultimately cure-in-place shall have specific characteristics, including:
 1. The tube shall consist of one or more layers of a flexible needled felt or otherwise be capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube shall be compatible with the resin system to be used on this project. The material shall be able to stretch to fit irregular pipe sections and negotiate bends.
 2. The tube shall be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances shall be made for the longitudinal and circumferential stretching that occurs during placement of the tube.
 3. The tube shall be uniform in thickness and, when subjected to the installation pressures, shall meet or exceed the designated finish wall thickness.
 4. Any plastic film applied to the tube on what will become the interior wall of the cured liner shall be compatible with the resin system used. The film shall also be of such translucence that the resin is clearly visible, and shall be firmly bonded to the felt material.
 5. The tube shall be marked for distance at regular intervals along its entire length, not to exceed ten (10) feet. Such markings shall include the lining manufacturer's name.
- C. Structural Requirements: Initial structural properties comply with ASTM F1216. Also comply with the following:

Flexural Strength	ASTM D-790	4,500 psi
Flexural Modules of Strength	ASTM D-790	250,000 psi

- D. Fit and Thickness: The finished CIPP liner shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness submitted per the design process: **7.5 mm for 12-inch diameter pipe; 9.0 mm for 15-inch diameter pipe**. The material's properties shall meet or exceed the physical requirements as listed in the most current edition of the ASTM F-1216.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Locating Manholes and Access Points: It shall be the responsibility of the OWNER to locate, designate, and otherwise provide all manhole or access points for the work, and to provide to the CONTRACTOR rights of access to these points.
- B. Access to Water: The OWNER shall provide access to and free usage of water for cleaning, installation of the tube, and other work items requiring water. Water permit will be available through Casey Deuster (262) 236-2913 or Jim Voigt (414) 559-8656.
- C. Debris Removal Prior to CIPP Installation: The CONTRACTOR shall remove all internal debris from pipeline that will interfere with the installation of the CIPP. The CONTRACTOR shall provide at its expense a dumpsite for debris removed during the cleaning operations. Any hazardous waste encountered during this project will be considered as a change of conditions. If one is not available, OWNER can make arrangements at MMSD South Shore Treatment Plant at CONTRACTORS cost.
- D. Bypass Pumping: the CONTRACTOR shall provide for the flow of sewage around the section, or sections, of pipe designated for rehabilitation (if applicable). The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow.
- E. Inspection of Lines Prior to CIPP Installation: Experienced personnel trained in locating breaks, obstacles, and service connections by CCTV shall perform inspection of the pipelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP.
- F. Video and Logs: A video recording and suitable log shall be kept for later reference by the OWNER.
- G. Removal of Obstructions: It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids, roots, mineral or attached deposits, protruding taps, etc. that will prevent the insertion of CIPP. These items shall be removed to within one half (1/2) inch of the pipe wall. Unless otherwise provided as a separate pay item, the removal of these materials shall be considered incidental to the CIPP installation.
- H. Necessary Point Repairs: If pre-installation inspection reveals an obstruction that will prevent the CIPP installation process, and this obstruction cannot be removed by conventional sewer cleaning or cutting equipment, the CONTRACTOR shall make a point repair excavation to uncover and remove or repair obstruction. Such excavation shall be approved in writing by the OWNER's representative prior to the

commencement of the work and shall be considered as a separate pay item to be negotiated.

3.2 EXECUTION

- A. Resin Impregnation and Wet Out: Each liner to be installed in the project shall be infused or impregnated with a thermosetting resin. This process shall include the following procedures:
1. The CONTRACTOR shall designate the location where the liner will be impregnated with resin prior to installation; this is the so called "wet-out" process. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube. The Installer or CONTRACTOR shall allow the ENGINEER to inspect materials and the "wet out" procedures at its (the ENGINEER'S) discretion.
 2. Only resin and catalyst systems which are approved by the liner manufacturer(s) shall be utilized.
 3. The CONTRACTOR shall transport resin-impregnated liners to the job site(s) in suitable light proof containers. Temperatures in said containers shall be maintained below forty degrees Fahrenheit (40°F).
 4. The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube. Additional allowances shall be made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall. **CONTRACTOR to provide resin delivery tickets to document sufficiency of resin used. It is also acceptable to provide documentation of resin content provided by the supplier. This will be discussed at the pre-construction meeting.**
- B. Insertion of Liner: The insertion of liner in the various pipe line segments shall conform to the following procedures:
1. The CONTRACTOR shall insert the liner through an existing manhole or other access point by means of an inversion process as per ASTM F1216 (latest version). Lubricant may be used to facilitate the liner inversion.
 2. Temperature gauges shall be placed at the upstream and downstream ends of the section to be lined by the CONTRACTOR to monitor the pressurized fluid's (air or water) temperature. In addition to monitoring the temperature inside the tube, temperature gauges shall be placed between the hot pipe and the liner at as many points as is practical to record the heating that takes place on the outside of the liner.
- C. Curing Liner: The curing of liner shall conform to the following procedure:
1. After inversion is complete, the CONTRACTOR shall apply heat sources and recirculation equipment to the installed liner per ASTM F1216 (latest version). Equipment shall be used that is capable of uniformly raising the temperature of the liner above the temperature required to effect cure of the resin.
 2. Initial cure shall be complete when inspection of the exposed portions of the liner by the CONTRACTOR indicated that the liner is hard and sound. Initial cure shall also be deemed complete when remote temperature sensors indicate that the temperature of the liner is of sufficient grade to realize an exothermic process. The CONTRACTOR shall cool the hardened liner to a temperature below one hundred (100°F) before relieving pressures in the liner.

3.3 CONNECTIONS

- A. Service Reinstatements: The following procedures shall be adhered to by the CONTRACTOR for the reinstatement of service laterals and other connections, including:
1. Determine which service connections shall be reinstated from the pre-television inspection video survey. All active laterals shall be reconnected by the contractor. The OWNER shall assist with the designation of which services are "active" and also indicate which services should not be reinstated.
 2. Reconnect services (without excavation) by in-tandem usage of the CCTV camera and cutting device. The CONTRACTOR shall re-establish services to a minimum of ninety-five percent (95%) of the flow capacity prior to the mainline liner installation.
 3. Sanitary services shall not be out of service for more than twenty-four (24) hours during the lining process.
 4. The edges of the liner at each service reinstatement shall be buffed smooth by the CONTRACTOR with a wire brush. No rough or jagged connections will be allowed. This process shall be deemed incidental to the project and no pay item for said buffing will be included.
 5. All active building sewers shall be re-established to the new sewer. The contractor shall field verify including dye testing of laterals and shall only re-establish laterals and connections which are found to be active. The cost of this work shall be included in the unit bid price Re-instate sanitary lateral.
- B. Manhole Connections: Where each CIPP liner connect to a manhole, the following procedure shall be required:
1. At the connection to the manhole, the CONTRACTOR shall provide an insignia brand hydrophilic end seal sleeve (or equal) between the host pipe and liner pipe. This seal shall be made using materials or procedures acceptable to the ENGINEER. **Any product substitutions for the insignia brand ends seals SHALL be submitted for approval by the CONTRACTOR no less than five (5) days prior to bid opening and SHALL be submitted with pre-approval of product submission.**

3.4 FIELD QUALITY CONTROL

- A. Testing: As part of the continuous quality assurance program, the CONTRACTOR shall initiate and follow the following procedures for the entire installation of the project:
1. The CONTRACTOR shall prepare one random sample per week (per liner diameter installed). The samples shall be restrained samples for diameters of CIPP less than eighteen inches (<18") and flat plate samples for diameters of CIPP 18" and larger (>18"). The flat plate samples shall be taken directly from the wet-out tube, clamped between the plat plates, and cured in the down tube. The restrained samples shall be tested by a third party in accordance with ASTM F-1216 for thickness and initial physical properties. Flat plate samples shall be tested for initial physical properties only.
- B. CCTV Inspection: The CONTRACTOR shall comply with the following CCTV inspection procedures, including:

1. The CONTRACTOR shall post-CCTV the completed work per the NASSO PACP. The television inspection should be used to confirm tightness of the fit of the CIPP to the host pipe and to identify any imperfections. The finished liner shall be continuous over its entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
 2. Each connection shall be "panned" with a color camera to confirm the smoothness of the reinstated services.
- C. Post Lining Submittals: The CONTRACTOR shall provide the ENGINEER and/or OWNER with the following information sets after completion of CIPP installation, including:
1. Testing results per ASTM F1216 (flexural modulus only)
 2. CCTV video of pre-lining and post-lining condition of the sewer line. The video shall be captured in Motion Pictures Expert Group (MPEG) 1 format. Color computer-generated written reports shall be provided for each line segment that has a CIPP installed.

3.5 CLEANING AND RESTORATION

- A. General Clean UP: At completion of the CIPP Work, the CONTRACTOR shall remove rubbish, debris, dirt, equipment and excess material from site. The CONTRACTOR shall also clean and restore adjacent surfaces soiled by the course of the CIPP work.

PART 4 – DELIVERABLES

4.1 MEASUREMENTS

- A. Distance Measurements: Measurement of the actual number of feet of CIPP installed shall be made from the center of the manhole of the structure where inversion occurs to the center of the manhole where the CIPP terminates.
- B. Other Payment units: Any Ancillary items (if not deemed incidental to the project by the ENGINEER or OWNER) shall be paid at a unit price basis as specified by the contract's payment schedule as per below, and in Section 01150.
1. Removal of Roots: will be paid on a per foot basis for the footage of the entire line segment (upstream manhole to downstream manhole).
 2. Removal of Mineral or Attached Deposits: will be paid per foot basis for the footage of the entire line segment (upstream manhole to downstream manhole); 1. And 2. Are combined under one pay item, cut and clean 8-inch sanitary sewer.
 3. Removal of Protruding Taps: will be paid per each, incidental to the cost of removal of roots and mineral or attached deposits.
 4. Reinstatement of Laterals: will be paid on per each lateral reinstated. OWNER will not pay for reinstatement of inactive laterals.

4.2 ACCEPTANCE

- A. Defective Work. Within ninety (90) days of the final delivery of written and video reports, the ENGINEER will notify the CONTRACTOR of any defective work. Defective work (if any) will be corrected by the CONTRACTOR within sixty (60) days of receipt of this written notification. Work is warranted per the contract General Conditions.

4.3 DELIVERABLES

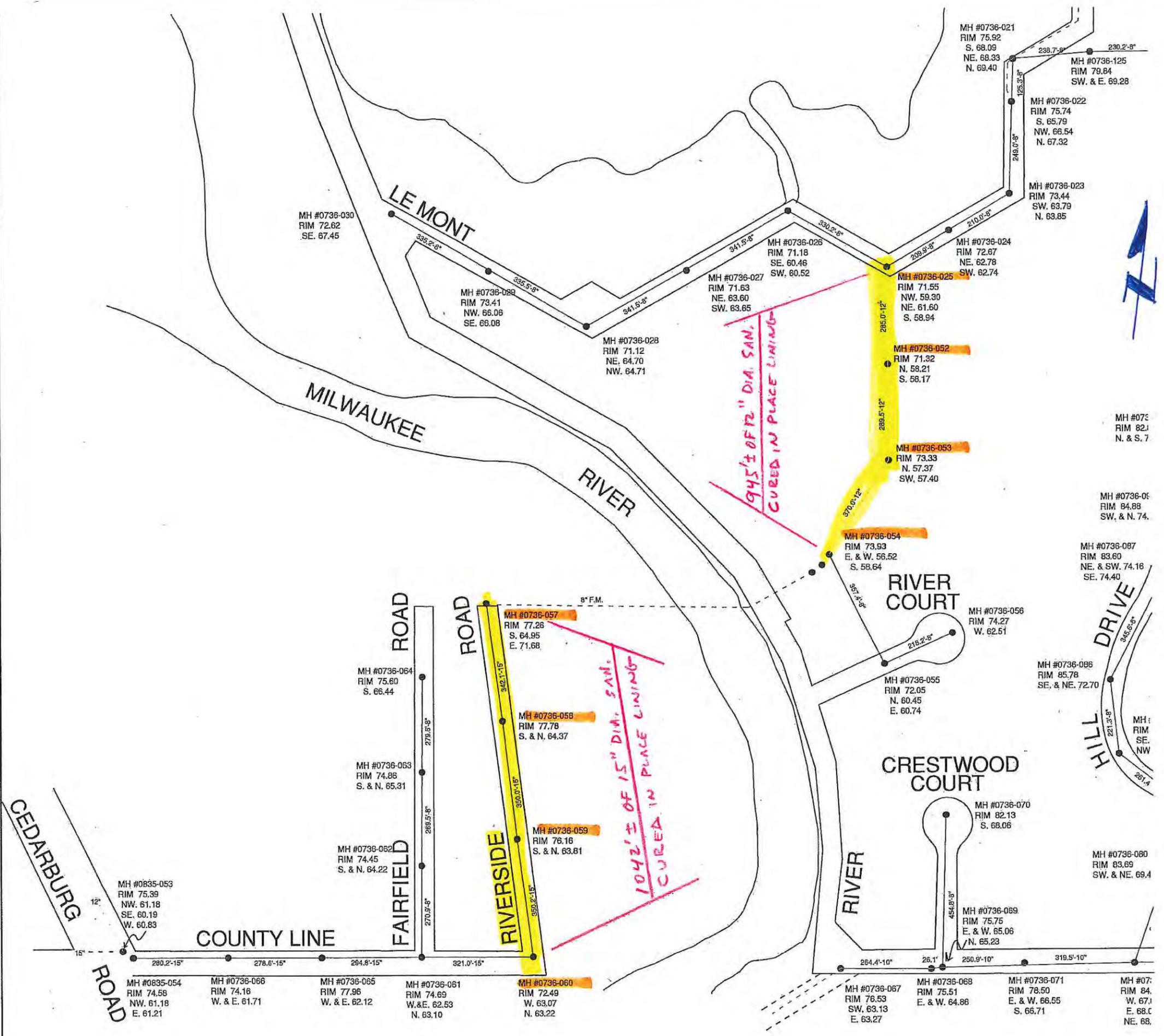
- A. Video Files. As part of the final submittal on this project, the CONTRACTOR shall submit all video recordings and database information (in approved PACP_format), on DVD's or external hard drives (as dictated by the size and quantity of the files submitted). If a hard drive is submitted, the submittal shall include the power cord and the USB connection cable. The external hard drive shall become the property of the OWNER unless otherwise indicated or specified.
- B. Written Reports. As part of the final submittal on this project, the CONTRACTOR shall provide two copies of a bound written report in the approved PACP format. This report shall include a cover page with the name of the project, scope of the project, and the date of submission; an index page with listing of line segment reports; a complete set of line segment reports and a page or pages of holders containing the DVD's of this project's data (if applicable).

4.4 PAYMENTS

- A. Pay Estimates. Pay estimates will be submitted on a regularly scheduled basis to the ENGINEER by the CONTRACTOR, or as prescribed by the CONTRACTOR.
- B. Approval of Quantities. The ENGINEER shall review the quantities submitted by the CONTRACTOR, and shall inform the CONTRACTOR of its certification or disallowing of any quantities submitted for payment. If the quantities of work in questions by the ENGINEER can't be resolved to the satisfaction of both parties, the pay estimate shall move forward without those quantities included. Said denied quantities may be resolved and submitted on the next pay estimate.

END OF SECTION

SECTION 02010-9

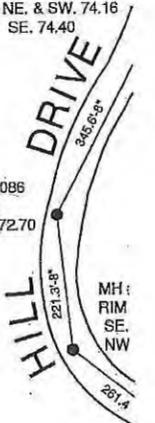


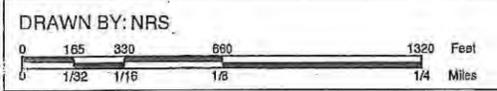
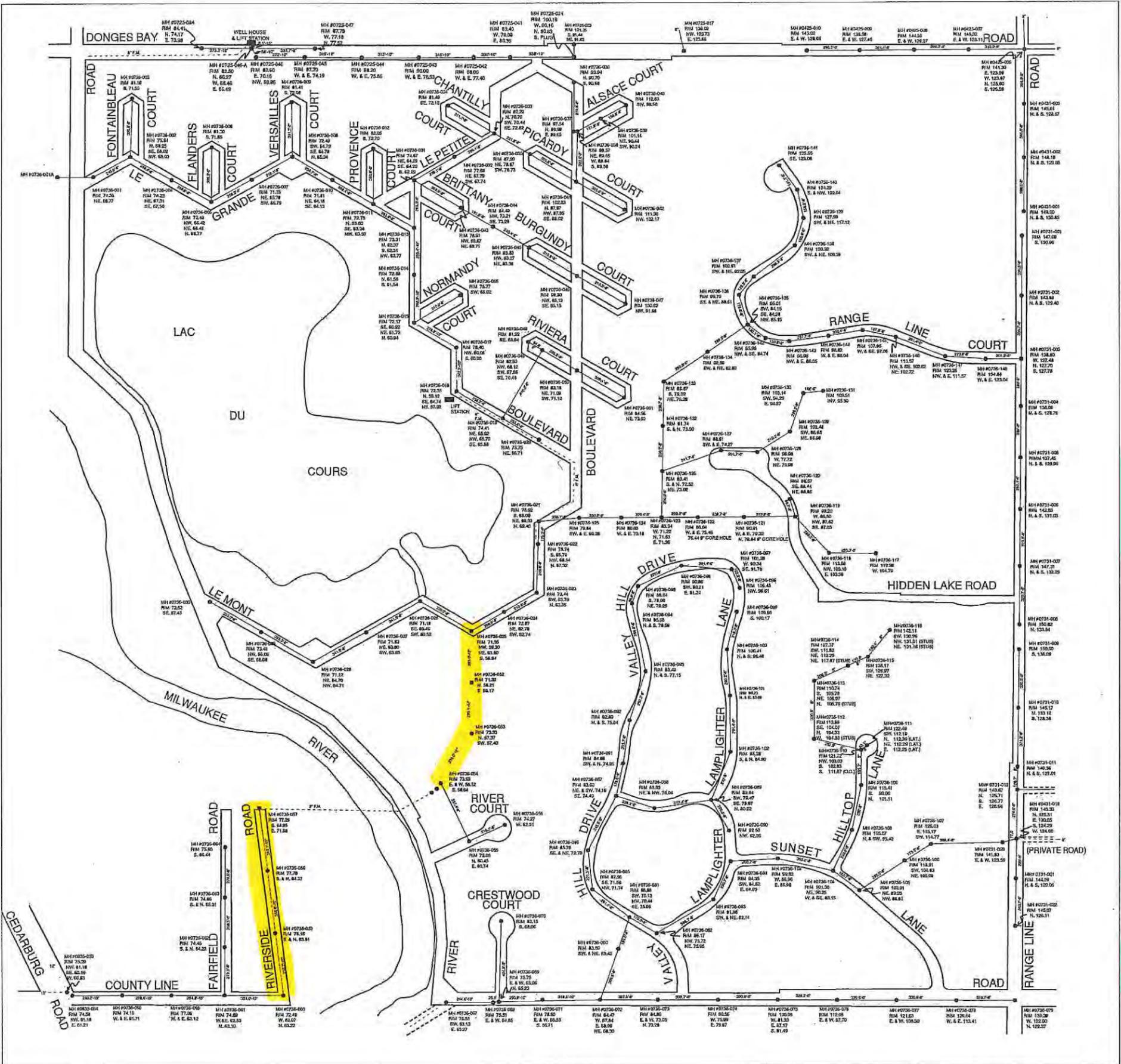
945'± OF 12" DIA. SAN.
CURBED IN PLACE LINING

1042'± OF 15" DIA. SAN.
CURBED IN PLACE LINING

COUNTY LINE

- | | | | | | | | | |
|--|--|--|--|---|--|--|--|---|
| MH #0835-054
RIM 74.58
NW. 61.18
E. 61.21 | MH #0736-066
RIM 74.16
W. & E. 61.71 | MH #0736-065
RIM 77.96
W. & E. 62.12 | MH #0736-061
RIM 74.69
W. & E. 62.53
N. 63.10 | MH #0736-060
RIM 72.49
W. 63.07
N. 63.22 | MH #0736-067
RIM 76.53
SW. 63.13
E. 63.27 | MH #0736-068
RIM 75.51
E. & W. 64.86 | MH #0736-071
RIM 78.50
E. & W. 66.55
S. 66.71 | MH #0736-080
RIM 83.69
SW. & NE. 69.4 |
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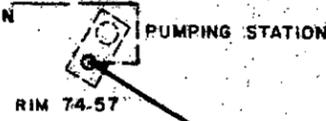




CITY OF MEQUON
 OZAUCHEE COUNTY
 WISCONSIN

SEWER SYSTEM MAP
 SECTION 36 RANGE 21

8" C.I. FORCE MAIN
SEE FILE NO.
35-4548



PUMPING STATION

RIM 74.57

370'

149° ±

RIM 73.33
N 57.37
S.W. 57.40

285

RIM 71.32
N 58.21
S 58.17

285

SEE FILE NO.
35-2511

RIM 71.56
S 58.94
NW 58.20
NE 61.00

118° 30'

SEE FILE NO.
35-3513

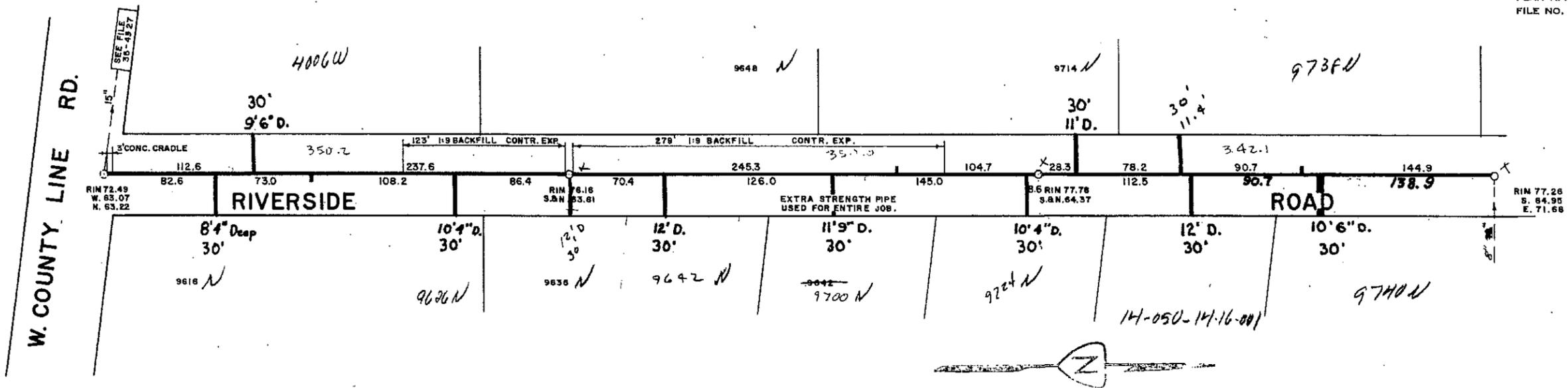
LE MONT
BLVD.

AS-BUILT PLAN OF 12" CONCRETE PIPE SANITARY SEWER
IN OUTLOT 'X' FROM THE LIFT STATION 1040 FEET NORTH
OF COUNTY LINE ROAD ON RIVER ROAD TO LE MONT BLVD.

FILE NO. 35-3510

CONTRACTOR: R.W. CONTRACTORS
DATE COMPLETED: SEPT. 1963
DRAWN BY: D.N.E.
DATE DRAWN: SEPT. 1977
SCALE: 1"=40'





AS-BUILT PLAN OF 15" CONC. PIPE SANITARY SEWER IN
RIVERSIDE RD. FROM W. COUNTY LINE RD. TO 1043¹/₂N.

5806
77.8
6584

I hereby certify that the sewers shown on this plan have been constructed in accordance with the approved plan and the specifications.
Date July 1, 1968
[Signature]
Chief Engineer & General Manager

FILE NO. 35-4528

CONTRACTOR: DEBELAK BROS., INC.
DATE COMPLETED: JUNE 1968
INSPECTOR: W.R. BRAUN - J. WILFRATH
NOTES IN ENVELOPE NO: 5934
DRWN. BY M.A.B. SCALE 1"=50 FT. CH'D BY *BGW*

9740

