Milwaukee Water Works

Specifications
&
Request for Proposal Documents

Water Rate Consultant
Services
For
The
Milwaukee Water Works

Official Notice 31-2013

Compiled by the
Milwaukee Water Works
Business Division

February 2013

2/21/2013

City Of Milwaukee

Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO RESPOND TO REQUEST FOR PROPOSALS

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO.31-2013
Project No. N/A_____

Sealed bids/responses for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than TUESDAY, April 30, 2013 at 10:30 A.M.

IMPORTANT

This bid/response is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Respond, Specific Official Notice No. 31-2013, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid/response must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid/response must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid/response proposal must bear the corporate seal.

Bid/response security hereinafter specified must be submitted with your bid. If a bid/response bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids/responses received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

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Official Notice 31-2013

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Important Notice

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City of Milwaukee DPW Minority/Woman/Small Business Enterprise Provisions

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Signature Page

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Prevailing Wage Rate Determination File

OFFICIAL NOTICE NO. 31-2013

Department of Public Works-Water Works
Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, WI 53202

NOTICE TO CONTRACTORS

Separate sealed copies of the response to the request for proposals presented in accordance with specifications listed will be received in this office until **Tuesday, April 30, 2013 at 10:30 A.M.** at which time the Department of Public Works will undertake their review towards the selection of a vendor to **furnish labor, service and materials to provide WATER RATE CONSULTING SERVICES to the Milwaukee Water Works. Late Proposals will not be accepted.** Submission will be in accord with the request for proposal including plans, specifications, contract documents, and proposed form of contract.

Copies of the Request for Proposal documents will not be at the Administrative Office of the Department of Public Works, Room 506, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, WI 53202. They must be obtained from **http://www.mpw.net/services/bids notice?31**, and click on the Official Bid Notices button at the bottom of page. This document will be found under the administration tab.

PROSPECTIVE VENDORS ARE TO CAREFULLY EXAMINE AND REVIEW ALL AFORESAID DOCUMENTS AND MATERIALS IN SAID OFFICE BEFORE SUBMITTING PROPOSAL.

Contract Term: This contract will be for a period of at least one year as determined by the rates case process.

Bid Security Required: A bid bond, certified check, or cashier's check in the amount of Five Thousand Dollars ($5,000) must accompany the bid. Corporate surety is required on bid bonds, performance ans payment bonds. All applicable charter and statutory provisions and ordinances are imported into documents.

The City of Milwaukee will accept the proposal of the vendor determined to be the most qualified after the review of all submitted responses by the selection advisory committee. The Commissioner of Public Works reserves the right to reject any and all proposals and accept only such proposal deemed as is in the best interest of the City of Milwaukee.

THERE IS AN 18 % MWSBE REQUIREMENT INCLUDED IN THIS CONTRACT. DUE TO THE UNIQUE NATURE OF THIS CONTRACT, THERE IS NO RESIDENCY REQUIREMENT.

A MANDATORY PRE PROPOSAL MEETING is scheduled for Friday, March 22, 2013, at 10:00 A.M. in Frank P Zeidler Municipal Building Conference Room 100, 841 North Broadway, Milwaukee, Wisconsin.

Ghassan Korban
Commissioner of Public Works

PUBLISH SIX (6) TIMES, INSERTION WITHOUT FAIL, MONDAY, FEBRUARY 27, 2013

1. SPECIAL INSTRUCTIONS TO PROPOSERS

The proposer shall acquaint him/herself with the specifications in order that he/she may satisfy him/herself that all terms and conditions can be met at the time of submitting a response to this request of proposal. Each proposer shall furnish with his/her response to the request for proposal all qualifying evidence as specified herein:

A. Bid Bond and Affidavit of No Interest.
B. Non –Collusion Affidavit
C. Official Response Form
D. Official Supplemental Proposal Response Form
E. Signature Page for Official Notice 31-2013
F. Proof of ability to meet the "Service to be Rendered" as defined in paragraph I of the specifications.
G. Submission format as defined in paragraph II "Proposal Submission Requirements"
H. Completed Schedule "A".
I. Completed Schedule "B".

NOTE: All of the reports, information, data, etc. prepared or assembled by the proposer under this request for proposal are confidential and the proposer agrees that they shall not be made available to any individual or organization other than an appropriate agency of the United States Government, without the prior written approval of the City of Milwaukee.

All insurance and performance/payment bond requirements shall be satisfied and a contract executed by the Contractor and bonding company within ten (10) days after notice of award has been given in order that the services specified may be provided effective **Friday, June 1, 2013.**

2. INSTRUCTIONS TO PROPOSERS

A. RESPONSES TO THIS REQUEST. The proposal shall be limited to forty (40) pages, not including the letter of transmittal and appendices. Paper should be 8.5 x 11 inches, printed on one side only, with minimum margins of 1" on all sides. Text font shall be a minimum of 12 point. Each proposer will provide eight (8) copies of their response to this request with one being considered the original.

The eight (8) copies of the response to this request for proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words **WATER RATE CONSULTANT SERVICES FOR MILWAUKEE WATER WORKS REQUEST FOR PROPOSAL**", and filed with the Commissioner of Public Works, Room 506, Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202 by the SUBMISSION deadline.

B. BID GUARANTEE. A Bid Bond, certified check, or cashier's check in the amount of Five Thousand Dollars ($5,000) shall accompany each response to this proposal. The bid guarantee shall be made payable without condition to the City of Milwaukee, hereinafter referred to as "City". The bid guarantee may be retained by and shall be forfeited to the City if the bid is accepted and a contract based thereon is awarded and Contractor fails to enter into the contract in the form prescribed, with legally responsible sureties and insurance, within sixty (60) days after such award is made by the City.

C. RELEASE OF BID GUARANTEE. The bid guarantee of the successful proposer shall be retained until the successful proposer has executed an agreement and furnished the required contract security, whereupon it will be returned. The Commissioner of Public Works will return the bid guarantee of the remaining PROPOSERS to them following a decision of contract award.

D. WITHDRAWAL OF PROPOSAL. A proposer may withdraw his/her bid any time prior to the proposal submission date with a written request. No proposal may be withdrawn within a period of sixty (60) days after the submission date without the express written approval of the Commissioner of Public Works.

E. SIGNATURE OF PROPOSERS. Each proposer shall sign the proposal on the enclosed forms using proposer's usual signature and stating proposer's full business address. Proposals submitted by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Proposals submitted by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person(s) authorized to bind the corporation.

F. INTERPRETATION OF CONTRACT DOCUMENTS AND QUESTION PERIOD. All questions regarding the Request for Proposals and the selection process must be made in writing, to the **Milwaukee Water Works, 841 North Broadway, Room 409, and Milwaukee, WI 53202.** Questions may be dropped of in person, faxed to **(414) 286-2672**. Questions can also be emailed to **earl.smith@milwaukee.gov**. No questions will be permitted after 4:45 P.M. on **Friday, March 28, 2013,** so that all responses to can be prepared and made available to all Proposers who were attendees of the mandatory pre-submission meeting before the proposal submittal deadline. **Only written answers will be binding upon the City.**

G. ACCEPTANCE AND REJECTION OF RESPONSES TO THIS REQUEST FOR PROPOSAL. The contract will be awarded, subject to the Commissioner of Public Works' authority, to the qualified responsible proposer(s) submitting a qualified responsive proposal as judged by the selection committee. In addition, the apparent proposer(s) will be required to demonstrate to the Commissioner of Public Works an adequate financing plan to provide the necessary funds required to operate under the terms and conditions of this contract.

H. BASIS FOR CONTRACT AWARD. A selection advisory committee will be established in order to review and evaluate all proposals submitted in response to this RFP. The City of Milwaukee will consider all proposals submitted as being complete and meeting all of the requirements outlined in the request for proposal and will be evaluated in such a manner. The committee shall conduct an evaluation of all proposals on the basis of:

- Quality and adequacy of response 40%
- Organization, personnel and experience 40%
- Ability to complete work on schedule 10%
- Contract cost 10%

I. LEGAL REQUIREMENTS. All proposals shall be based upon compliance with all existing state and federal laws, city ordinances, and rules and regulations of state and federal regulatory agencies. Future amendments to laws, ordinances or regulations shall not serve as justification for termination of the contract.

J. PERFORMANCE BOND. The Contractor to whom a contract is awarded will be required to furnish an annual performance bond to the City in the amount of an amount equal to the awarded amount of the contract for the life of said contract. The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the City.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

K. PAYMENT BOND. The Contractor to whom a contract is awarded will be required to furnish an annual payment bond to the City on forms provided with the contract in the amount to the awarded amount of the contract for the life of said contract. The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the City.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

L. FIDELITY BOND. Within ten (10) days of contract award, the Contractor to whom a contract is awarded shall provide a fidelity bond to the City in the amount of Twenty Thousand Dollars ($20,000).

M. NO MINIMUM GUARANTEE. The City offers no minimum guarantee of the amount of business for the Contractor's service. Nothing in these specifications shall be construed to be otherwise, and no claims for additional compensation shall be considered. Services which are ordered and to be paid by the City shall be contingent upon appropriation of funds by the Common Council for this purpose.

N. CONTRACT DOCUMENTS. The Official Notice, Instructions to PROPOSERS, Bid, Contract Agreement, Performance Bond, Specifications, Addenda and all Change Orders issued by the City are each included in this contract and the work shall be completed in accordance therewith.

O. DEFINITIONS. Words, phrases or other expressions used in these contract documents shall have meanings as follows:

i. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.

ii. "City" shall mean the City of Milwaukee, acting through its Commissioner of Public Works and his duly authorized agents.

iii. "Commissioner" shall mean the Commissioner of the Department of Public Works of the City of Milwaukee.

iv. "Contractor" shall mean the corporation, company, and partnership, firm or individual named and designated in the Contract Agreement or his/her duly authorized representatives.

v. "Date of Contract", or equivalent words, shall mean the date written on the Contract Agreement.

vi. "PERFORMANCE BOND" shall mean a contract bond that guarantees a contractor will complete the work they have agreed to do.

vii "PAYMENT BOND" shall mean a bond guaranteeing that a contractor will pay fees owned for labor and material and services necessary for the construction of the project

viii "FIDELITY BOND" shall mean a bond that will indemnify the City for loss caused by a fraudulent or dishonest act of a person covered by the bond with the intent to cause the insured a loss and benefit the employee or others the employee intended to benefit.

3. CONTRACT BACKGROUND

A. BASIC INFORMATION

Milwaukee Water Works (MWW) requests proposals for consultant services to assess MWW's existing water rates and fees, prepare an application to the Public Service Commission of Wisconsin (PSC) for a water rate increase, develop and submit testimony and exhibits, review the revenue requirement proposed by the PSC, perform a cost of service study, and develop alternative rate designs for MWW that serve the utility's financial and policy goals. By mutual agreement, the consultant will represent MWW at hearings that are part of the rate process.

B. BASIC INFORMATION

The Milwaukee Water Works is the drinking water utility owned and managed by the City of Milwaukee, Wisconsin. The utility serves a population of 862,000 located in 16 communities through 162,000 customer accounts. The utility serves retail accounts in Milwaukee, Greenfield, Hales Corners, St. Francis, West Milwaukee and a portion of Franklin. MWW also provides wholesale (consecutive system) service to water utilities in Brown Deer, Butler, Greendale, Menomonee Falls, Mequon, Milwaukee County Grounds, New Berlin, Shorewood, Wauwatosa and West Allis.

Through two water purification plants, MWW treats Lake Michigan water to the highest quality standards with ozone disinfection, biologically active filtration, and post-chlorination. The utility owns and maintains nearly 2,000 miles of water main and 20,000 hydrants. The utility functions with 350 employees in Plants, Distribution, Business, Engineering, and Water Quality work units. Average daily pumpage in 2012 was 104 million gallons; the daily system practical capacity is 360 million gallons. In 2012, 32.9 billion gallons of water were sold. Residential water use was 79 gallons per person per day. The cost of water per single family household is $222 per year.

MWW is wholly financed by charges for service and own-source revenues collected in the Water Fund, an enterprise fund of the City of Milwaukee. The utility is not supported by property tax dollars or other general city revenues. Annual sales and operating revenues of $80 million support a net utility plant in service of $323 million.

As a municipal water utility, MWW is regulated by the Public Service Commission of Wisconsin (PSC) through the Division of Water, Compliance and Consumer Affairs (DWCCA). This oversight includes rates, utility finance, large construction projects, rules and practices, compliance with statutes and codes and record-keeping. Policy for Milwaukee Water Works is set by the Mayor and Common Council.

Specifications Water rate Consultant Services For Milwaukee Water Works

I. Service to be Rendered

1. Scope of Services and Deliverables

The consultant shall:

a) Review MWW's existing water rates and fees and the rate proceedings that resulted in the current tariff. Documents relevant to the 2011 rate increase can be found at psc.wi.gov in docket 3720-WR-107.

b) Review recent rate proceedings of other municipally owned Wisconsin water utilities that serve both retail and wholesale customers. Documents are available in dockets on the PSC web site.

c) Provide guidance to the utility during its conventional rate case application process. Ensure that necessary data is collected and provided into the record to support the utility's goals for the ratemaking process.

d) Request a conventional rate case application form from the PSC. The form will be pre-loaded with historical data from the utility's PSC Annual Reports. Complete the application and submit to the PSC via the Electronic Filing System (ERF). Supplement the filing with additional information and pre-filed testimony and exhibits to provide a full record supportive of the increase request. Relevant topics may include cost of service, rate of return, operations, accounting, revenues, and cost of capital.

e) Review the revenue requirement proposed by the PSC and recommend changes or acceptance by MWW.

f) Perform a Cost of Service Study (COSS) utilizing the "Base-Extra Capacity" methodology detailed in "Principles of Water Rates, Fees, and Charges" (AWWA Manual of Water Supply Practices M-1, Fifth Edition, 1991); and suggest COSS models or allocation changes that reflect MWW's varied customer base and cost structure, while still adhering to accepted principles of utility cost allocation.

g) Provide at least two recommended rate/fee structures for consideration by MWW and enumerate the advantages and disadvantages of each, including the estimated impact of each rate structure on key accounts. Rates and fees will include:

   i. Volume charges
   ii. Meter charges
   iii. Public fire protection charges
   iv. Private fire protection charges
   v. Service charges for non-consumption related activities

   The rate structures shall assume a "base plus consumption" format and shall result in no decrease in stability of the revenue stream to the Water Fund, as compared to the current rate structure. The rate structures must be easy to understand and administer and be consistent with all Federal, State and Local regulations. The consultant shall collect information and provide a survey of the rates and fees charged by other municipal water utilities within Wisconsin and comparable utilities outside Wisconsin.

h) Submit to PSC the COSS and rate design along with appropriate substantiating testimonies and exhibits.

i) Review PSC staff exhibits and work papers and rate orders and provide advice to utility and additional testimony and exhibits to PSC if appropriate.
j) If requested, represent MWW before the PSC and at other hearings and meetings as the rate case proceeds, on a "time and materials" basis.

All model outputs, studies, and other documents shall be given to MWW as they are completed, and will be retained by MWW for future use and reference.

2. Project Management and Administration

The consultant shall prepare monthly project summaries detailing the following items:

a) A listing of work performed during the month and a listing of anticipated work plans. Information is to be broken down by task and individuals who worked on each task, noting completed tasks as they occur and percentage completed of tasks remaining.
b) Labor hours utilized to date, along with total labor hours allocated for each task. Include the names and dates for the work on this project.
c) Consultant's direct labor, indirect costs and other direct costs expended to date, along with the contract direct labor, indirect costs and other direct costs for each task, along with current balances.
d) An updated schedule.

3. Timeline (Dates after May 15, 2013 are approximate)

Request for Proposals issued	February 27, 2013
Mandatory Pre-Submission meeting	March 22 2013-10:00AM
Questions due to MWW	March 28, 2013-4:45PM
Responses due from MWW	April 5, 2013
Proposals due to DPW	April 30, 2013-10:30AM
Notification of successful firm	May 15, 2013
Project kick-off meeting	June 7, 2013
Project update meetings	As mutually agreed
Submit completed rate application and supporting documentation to PSC	July 26, 2013
Prepare and submit response to PSC proposed revenue requirement	October 16, 2013
Complete Cost of Service Study and develop alternative rate structures for review by MWW	November 6, 2013
Submit Cost of Service Study, selected rate structure, and substantiating testimonies and exhibits to PSC	November 26, 2013
Review PSC responses to submissions; prepare additional testimonies and exhibits as appropriate	December 20, 2013
Represent MWW at PSC hearings if mutually agreed upon	To be determined

II. Proposal Submission Requirements

a) Proposal Requirements and Format

The proposal shall be limited to forty (40) pages, not including the letter of transmittal and appendices. Paper should be 8.5 x 11 inches, printed on one side only, with minimum margins of 1" on all sides. Text font shall be a minimum of 12 point. Proposal document will outline in detail proposal for the delivery of all services and deliverables as outlined in section 1. "Scope of Services and Deliverables". Submission package will include eight (8) copies of the complete proposal marked as such and one original of the complete proposal marked as such.

b) Cost Proposal

Full cost information shall be provided that shows the minimum number of hours to be provided by each person assigned to the proposed work. The hours of work shall be itemized for each major work element of the proposal. Fees must include all costs associated with the work effort, including travel, materials and other expenses.

Proposer should disclose their all-inclusive cost to complete items a) through i) in Section 1. "Scope of Services and Deliverables" on the Cost Proposal Form attached **"OFFICIAL RESPONSE FORM"**

Post Submission Work

Proposer should disclose their hourly fees and material costs for individuals who may be assigned to item j) in Section 1., should this option be pursued. Proposer should provide time and material costs on the **"OFFICIAL SUPLIMENTAL PROPOSAL RESPONSE FORM"**

c) Contact Person

Full contact information shall be provided that shows the staff person assigned to the primary contact person for the proposed work. See Schedule "A".

III. Award Authority

The Commissioner of Public Works (Commissioner) or his designee and will be the sole judges of the quality and suitability of the equipment, materials, and services offered in its determination of the successful proposer.

IV. Contract Term

The contract to be awarded to the successful proposer shall be for a term of one year with a projected starting date of June 1, 2013 and continuing through and including May 31, 2014.

The contract could be subject to extensions by mutual consent. If, at the time of the proposed extension, the Contractor requests a price adjustment, said request must be accompanied by written documentation substantiating the request.

V. Qualifications and Experience Acceptability

The consultant must demonstrate the ability of their firm and professional staff to perform the required tasks for this project. Information which will be considered includes:

1. The size of the firm and location of the office from which the work will be conducted, the experience of the firm, project manager, and project team in preparing and successfully defending water rate studies and rate structures of similar complexity and size of this endeavor within the past eight years. Collaborations with any other firms or individuals must be clearly specified.
2. The role, name, address and brief resume of personnel to be involved in the project and the specific duties of each individual proposed to conduct the work and an organizational chart showing the lines of authority/responsibility proposed for this project. The extent of involvement of personnel (number of hours anticipated) on this project must be specified.
3. The role(s) the consultant anticipates will be played by MWW staff as the project progresses, including the level of effort or estimated time commitment(s) that would be needed.
4. Demonstrated knowledge of and familiarity with ratemaking as regulated by the Public Service Commission of Wisconsin
5. A reference list of at least five (5) municipalities/utilities recently served by the firm, including names and telephone numbers of contact persons, including a brief description explaining the similarities/differences of those projects to this one.

VI. Evaluation Criteria

A selection advisory committee will be established in order to review and evaluate all proposals submitted in response to this RFP. The City of Milwaukee will consider all proposals submitted as being complete and meeting all of the requirements outlined in the request for proposal and will be evaluated in such a manner. No further clarification will be accepted.

The committee shall conduct an evaluation of all proposals on the basis of:

a) Quality and adequacy of response 40%
   a. Completeness and thoroughness
   b. Understanding of the project, with emphasis on anticipating the key questions and issues that this proposed rate case is likely to generate from the PSC and stakeholders, and how the contracted firm will approach responding to those questions and issues
   c. Responsiveness to terms and conditions

b) Organization, personnel and experience 40%
   a. Qualifications and experience of personnel, with specific references to the individuals' prior involvement in rate case development for regulated water utilities

b. Availability of key personnel and whether the proposed assignment of hours to tasks has been demonstrated to be adequate and appropriate

c. Experience of firm with specific reference to the firm's prior involvement in rate case development for regulated water utilities and the impact of its involvement

d. Comments from references

c) Ability to complete work on schedule — 10%

a. Amount of work proposed is reasonable for timeline

b. Appropriate resources dedicated to project

d) Contract cost — 10%

a. All inclusive cost to perform items 3a) through 3h)

VII. Performance/Payment Bond

The successful proposer will be responsible for providing the MWW with a performance bond in the full amount of the contract price.

The successful proposer will be responsible for providing the MWW with a payment bond in the amount of the full amount of the contract price.

Under no circumstances will work commence under this contract until such proper certificate/evidence of bonding is submitted to the **Department of Public Works, 841 North Broadway, Room 516, Milwaukee, Wisconsin, 53202** and approved by the City Attorney.

VIII. Insurance

A. The successful proposer and all possible subcontractors shall provide the MWW with evidence of insurance coverage as follows:

1. Workers Compensation and Employers Liability

		Statutory
Bodily Injury by Accident	Each accident	$100,000
Bodily Injury by Disease	Each employee	$100,000
Policy limit		$500,000

To Include:
Other states coverage.

2. Commercial General Liability

Bodily Injury/Property Damage:	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Operations Aggregate	$1,000,000
Personal Injury Aggregate	$1,000,000

To Include:
Occurrence coverage, premises/operations coverage, and contractual liability for risks assumed in the contract.

3. Automobile Liability

Bodily Injury/Property Damage:	
Each Accident	$1,000,000

To Include:
Coverage for all owned, non-owned, and hired vehicles.

4. Umbrella Liability

Bodily Injury/Personal Injury:	
Each Occurrence	$5,000,000
Aggregate	$5,000,000

5. Errors and Omission Policy
The successful proposer must also maintain in place for the entirety of the contract an Errors and Omissions insurance policy with limits of no less than Twenty-Five Million Dollars ($25,000,000). A copy of the Errors and Omission insurance policy must be on file with the Department of Public Works prior to commencement of the contract.

The Errors and Omission coverage is to apply exclusively to the work and service required under the contract and these specifications. Evidence of coverage is to apply for not less than eighteen (18) months beyond the termination of the contract

B. The MWW shall be named as an additional insured with respect to liability coverage and will be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any coverage.

C. The successful proposer's Certificate of Insurance shall be approved by the City Attorney and placed on file with the Department of Public Works/MWW prior to the commencement of any work under this contract.

D. PROPOSERS must be able to provide insurance coverage as stated above in order for this bid to be considered.

E. The successful proposer shall also provide an "Affidavit of No Interest", which provides that no official or employee of the City, MWW by inclusion has, or will, receive anything of value in connection with the issuance of the contract.

F. Under no circumstances will work commence under this contract until such proper certificate/evidence of insurance is submitted to the Department of Public Works, 841 North Broadway, Room 516, Milwaukee, Wisconsin, 53202, and approved by the City Attorney.

IX. Itemized Invoice

Once a month the Contractor shall provide the City with an itemized invoice for services rendered under the terms of this specification based on the unit prices quoted in their bid. Invoice document will reflect the bid document in terms of terminology. No Changes will be accepted unless mutually agreed upon by the Vendor and the MWW. The invoice is to be addressed and sent to:

Milwaukee Water Works
841 North Broadway - Room 409
Milwaukee, Wisconsin 53202
Attn: Water Business Manager

X. Project Liaison

Prior to award, all questions on this specification can be directed in writing to Earl Smith, Water Business Manager c/o Milwaukee Water Works at (414) 286-5177; Fax number (414) 286-2672. Questions can be emailed to earl.smith@milwaukee.gov. **The deadline for questions is Friday, March 28, 2013-4:45PM.**

The successful proposer shall provide the MWW Contract Administrator with the names and telephone numbers of the Contractor's various department project liaisons upon award of a contract.

XI. Contract Required

The successful proposer selected shall be required to execute a contract with the City using Department of Public Works standard contract.

XII. Mandatory Pre-Bid Conference

A **mandatory pre-bid conference** is scheduled on **Friday, March 22, 2013 at 10:00 A.M.**, to be held at **Frank P Zeidler Municipal Building Conference Room 100, 841 North Broadway, Milwaukee, Wisconsin,** to provide prospective PROPOSERS with the opportunity to pose questions regarding this specification. Samples of the current billing statements, business reply envelopes, and reports will be available at the pre-bid conference for review by prospective PROPOSERS.

XIII. Proposer Information

Each proposer must complete and return **Schedule "A"** with their bid to facilitate the City's evaluation of the Contractor's qualifications to provide the services required of this specification. Failure to provide the information requested in Schedule "A" will result in bid rejection.

XVI. Transferability

In the event MWW transfers the contract, Contractor will be responsible for providing said services for the duration of the contract period under the direction of the transferee.

XV. Cooperation with Other Agencies

In the performance of the services set out herein, Contractor shall cooperate fully with the City, by and through its Commissioner or his designee; and cooperate fully with any and all Governmental and Private Customers doing business with the City, by and through its Commissioner or his designee.

XVI. Protection of Security Procedures

The City and Contractor shall implement such safeguards as are deemed reasonably necessary to assure the confidentiality and integrity of all security procedures relevant to the implementation and operation of this service contract, which includes, but is not limited to, system access passwords, repetitive transfer codes, and personal identification codes. Upon discovery of a breach of security by either the City or Contractor, the party discovering the security breach shall immediately notify the other party by both telephone call and written notice.

OFFICIAL RESPONSE FORM

OFFICIAL NOTICE NO. 31-2013

City of Milwaukee
Department of Public Works
Room 506 - Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Proposal Submission: Tuesday, April 30, 2013 at 10:30 A.M.)

At: Department of Public Works
Room 506, Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

To: Commissioner of Public Works
City of Milwaukee
Room 506 - Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

The undersigned _____
Indicate one: (A Corporation) (A Partnership) (An Individual)

of _____
Street City Zip Code Tel. No.

in conformity with Official Notice Number 31-2013, having examined the scope of the work and the contract documents and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor, and everything necessary for the completion of the work listed hereunder and agrees to execute the proposed contract and furnish the required bond for the completion of said work at the locations and for the prices set forth on the inside pages of this form.

THE UNDERSIGNED PROPOSER, being familiar with the conditions to be met and fully understanding the extent and character of the work covered by this Bid, and all other factors and conditions affecting or which may be affected by the work,

HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING ALL LABOR, SERVICES SECURITY, AND MATERIALS FOR THE COMPLETION OF THE WORK LISTED HEREUNDER AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED BOND FOR THE WORK FOR THE PRICE SET FORTH HEREIN.

NOTICE TO PROPOSERS

SERVICES AND DELIVERABLES FOR CONTRACT.

The consultant shall provide the following scope of services and deliverables:

a) Review MWW's existing water rates and fees and the rate proceedings that resulted in the current tariff. Documents relevant to the 2011 rate increase can be found at psc.wi.gov in docket 3720-WR-107.
b) Review recent rate proceedings of other municipally owned Wisconsin water utilities that serve both retail and wholesale customers. Documents are available in dockets on the PSC web site.
c) Provide guidance to the utility during its conventional rate case application process. Ensure that MWW provides necessary data to support its goals for the ratemaking process and guide efforts to collect appropriate data to support these goals.
d) Request a conventional rate case application form from the PSC. The form will be pre-loaded with historical data from the utility's PSC Annual Reports. Oversee the completion of the application and its submission to the PSC via the Electronic Filing System (ERF). Supplement the filing with additional information and pre-filed testimony and exhibits to provide a full record supportive of the increase request. Relevant topics may include cost of service, rate of return, operations, accounting, revenues, and cost of capital.
e) Review the revenue requirement proposed by the PSC and recommend changes or acceptance by MWW.
f) Perform a Cost of Service Study (COSS) utilizing the "Base-Extra Capacity" methodology detailed in "Principles of Water Rates, Fees, and Charges" (AWWA Manual of Water Supply Practices M-1, Fifth Edition, 1991); and suggest COSS models or allocation changes that reflect MWW's varied customer base and cost structure, while still adhering to accepted principles of utility cost allocation.
g) Provide at least two recommended rate/fee structures for consideration by MWW and enumerate the advantages and disadvantages of each, including the estimated impact of each rate structure on key accounts. Rates and fees will include:
    a. Volume charges
    b. Meter charges
    c. Public fire protection charges
    d. Private fire protection charges
    e. Service charges for non-consumption related activities

    The rate structures shall assume a "base plus consumption" format and shall result in no decrease in stability of the revenue stream to the Water Fund, as compared to the current rate structure. The rate structures must be easy to understand and administer and be consistent with all Federal, State and Local regulations. The consultant shall collect information and provide a survey of the rates and fees charged by other municipal water utilities within Wisconsin and comparable utilities outside Wisconsin.
h) Submit to PSC the COSS and rate design along with appropriate substantiating testimonies and exhibits.
i) Review PSC staff exhibits and work papers and rate orders and provide advice to utility and additional testimony to PSC if appropriate.

All model outputs, studies, and other documents shall be given to MWW as they are completed, and will be retained by MWW for future use and reference.

GRAND TOTAL ESTIMATED PROPOSED COST

_____ Dollars
(words)

$_____

***** IMPORTANT NOTICE *****

ALL PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

If DOUBT EXISTS AS TO WHAT IS PROPOSED, THE PROPOSED WILL BE REJECTED.

OFFICIAL SUPLIMENTAL PROPOSAL
RESPONSE FORM

OFFICIAL NOTICE NO. 31-2013

City of Milwaukee
Department of Public Works
Room 506 - Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Proposal Submission: Tuesday, April 30, 2013 at 10:30 A.M.)

At: Department of Public Works
Room 506, Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

To: Commissioner of Public Works
City of Milwaukee
Room 506 - Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

The undersigned _____
Indicate one: (A Corporation) (A Partnership) (An Individual)

of _____
Street City Zip Code Tel. No.

in conformity with Official Notice Number 31-2013, having examined the scope of the work and the contract documents and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor, and everything necessary for the completion of the work listed hereunder and agrees to execute the proposed contract and furnish the required bond for the completion of said work at the locations and for the prices set forth on the inside pages of this form.

THE UNDERSIGNED PROPOSER, being familiar with the conditions to be met and fully understanding the extent and character of the work covered by this supplemental proposal, and all other factors and conditions affecting or which may be affected by the work,

HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR FURNISHING ALL LABOR, SERVICES SECURITY, AND MATERIALS FOR THE COMPLETION OF THE WORK LISTED HEREUNDER AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED BOND FOR THE WORK FOR THE PRICE SET FORTH HEREIN.

j) If requested, represent MWW before the PSC and at other hearings and meetings as the rate case proceeds, on a "time and materials" basis.

All model outputs, studies, and other documents shall be given to MWW as they are completed, and will be retained by MWW for future use and reference.

TOTAL ESTIMATED STAFF COST FOR SUPLIMENTAL WORK

Using Schedule "B" the Proposer will present the Milwaukee Water Works with a schedule of all the staff and their cost needed to accomplish the tasks listed in "j".

SCHEDULE "B" MUST BE ATTACHED TO THIS DOCUMENT

*** IMPORTANT NOTICE ***

ALL PRICES LIST ON THIS SCHEDULE MUST BE ENTERED CLEARLY IN NUMERALS.
IF DOUBT EXISTS AS TO WHAT IS PROPOSED, THE PROPOSED WILL BE REJECTED.

SCHEDULES
&
APPENDIX
&
DEPARTMENT
OF
PUBLIC WORKS FORMS

SCHEDULES

Specifications for Water Rate Consultant Services for
Milwaukee Water Works
Water and Sewer Payments

Schedule "A"

Contractor Information

The CONTRACTOR shall provide the information requested below to facilitate the Water Works' evaluation of the CONTRACTOR'S qualifications to provide the services required of this specification.

1. Contractor Staffing of Water Rate Consultant Work Area:	
Number of Management Employees	
Number of Non-Management Employees:	
Supervisors	
Clerical Support	
Total Number of Employees	
2. Responsible Staff Person for Water Rate Consultant Contact	
Name:	
Title:	
Phone:	
3. Physical Location of Office Facility:	
Address:	
4. Please Provide proposed Sub Contractor	
Facility:	

Schedule "B"

Contractor Staff Cost Information

The CONTRACTOR shall provide the information requested below to facilitate the Water Works' evaluation of the CONTRACTOR'S qualifications to provide the services required under "j" of this specification.

POSITION TITLE	Hourly Rate

Schedule "B"

Contractor Staff Cost Information

The CONTRACTOR shall provide the information requested below to facilitate the Water Works' evaluation of the CONTRACTOR'S qualifications to provide the services required under "j" of this specification.

POSITION TITLE	Hourly Rate

Schedule "B"

Contractor Staff Cost Information

The CONTRACTOR shall provide the information requested below to facilitate the Water Works' evaluation of the CONTRACTOR'S qualifications to provide the services required under "j" of this specification.

POSITION TITLE	Hourly Rate

APPENDIX

APPENDIX

APPENDIX #1

Fidelity Bond

A Fidelity Bond will indemnify the insured for loss caused by a fraudulent or dishonest act of a person covered by the bond (generally an employee) with the intent to cause the insured a loss and benefit the employee or others the employee intended to benefit.

Payment Bond

A payment bond is a bond guaranteeing that a contractor will pay fees owed for labor and materials necessary for construction of a project. If these fees are not paid, an owner who has paid the contractor might be confronted with subcontractor's or worker's liens filed against the completed project. If this happens, the owner could end up paying many times the value of the work done.

Performance Bond

Performance bond insurance is a contract bond that guarantees a contractor will complete any work they have agreed to do. Performance bond insurance is the norm in the construction industry. When large institutions like government departments need a building constructed, they require a performance bond to insure that they do not experience a financial loss should the contractor fail to complete their work.

If a contractor fails to complete their work it is usually because they went bankrupt. In this sense performance bond insurance is kind of like 'contractor bankruptcy insurance'. Performance bonds have existed for thousands of years and are a major industry in developed economies like the United States.

DEPARTMENT OF PUBLIC WORKS FORMS

OFFICIAL NOTICE NO. 31-2013

Department of Public Works-Water Works
Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, WI 53202

NOTICE TO CONTRACTORS

Separate sealed copies of the response to the request for proposals presented in accordance with specifications listed will be received in this office until **Tuesday, April 30, 2013 at 10:30 A.M.** at which time the Department of Public Works will undertake their review towards the selection of a vendor to **furnish labor, service and materials to provide WATER RATE CONSULTING SERVICES to the Milwaukee Water Works. Late Proposals will not be accepted.** Submission will be in accord with the request for proposal including plans, specifications, contract documents, and proposed form of contract.

Copies of the Request for Proposal documents will not be at the Administrative Office of the Department of Public Works, Room 506, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, WI 53202. They must be obtained from **http://www.mpw.net/services/bids notice?31**, and click on the Official Bid Notices button at the bottom of page. This document will be found under the administration tab.

PROSPECTIVE VENDORS ARE TO CAREFULLY EXAMINE AND REVIEW ALL AFORESAID DOCUMENTS AND MATERIALS IN SAID OFFICE BEFORE SUBMITTING PROPOSAL.

Contract Term: This contract will be for a period of at least one year as determined by the rates case process.

Bid Security Required: A bid bond, certified check, or cashier's check in the amount of Five Thousand Dollars ($5,000) must accompany the bid. Corporate surety is required on bid bonds, performance and bonds. All applicable charter and statutory provisions and ordinances are imported into documents.

The City of Milwaukee will accept the proposal of the vendor determined to be the most qualified after the review of all submitted responses by the selection advisory committee. The Commissioner of Public Works reserves the right to reject any and all proposals and accept only such proposal deemed as is in the best interest of the City of Milwaukee.

THERE IS AN 18 % MWSBE REQUIREMENT INCLUDED IN THIS CONTRACT. DUE TO THE UNIQUE NATURE OF THIS CONTRACT, THERE IS NO RESIDENCY REQUIREMENT.

A MANDATORY PRE BID MEETING is scheduled for Friday, March 22, 2013, at 10:00 A.M. in Frank P Zeidler Municipal Building Conference Room 100,, 841 North Broadway, Milwaukee, Wisconsin.

Ghassan Korban
Commissioner of Public Works

PUBLISH SIX (6) TIMES, INSERTION WITHOUT FAIL, WEDNESDAY, FEBRUARY 27, 2013

FORM DPW-125 (REV. 7/20/05)

OFFICIAL NOTICE NO. 31-2013

Project No. N/A

Response to Request for Proposals

City of Milwaukee
Department of Public Works
Room 501 - Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Bids Close: Tuesday, April 30, 2013 at 10:30AM Time and Date)

Submit bids to: City of Milwaukee
Department of Public Works **Contract Office**
Room 506, 841 North Broadway
Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (An Individual)
(use one)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list should not be added to nor altered without the written consent of the Commissioner:

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If EBE

*** IMPORTANT NOTICE ***

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

If DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

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

(1) He is _____
of (owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

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

(Check One) _____
Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20 _____.

Form DPW-126 (Rev.5/00)

CITY OF MILWAUKEE, WISCONSIN
DEPARTMENT OF PUBLIC WORKS
LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ...

.....

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

as principal and ..... of .....
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee, Wisconsin, hereinafter called City in

the penal sum of .....

..... Dollars,

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

WHEREAS, the above bounden principal is making a proposal in writing dated .....

20 ....., to the Commissioner of Public Works of the City, according to Official Notice No .....

20 ....., of said Commissioner for furnishing all material, equipment, labor and everything necessary

for the completion of the work of...

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

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Commissioner within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

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

Bidder Witnesses

..... (Seal)
(Bidder)

.....

By .....
(Name and Title)

.....

Surety Witnesses

.....
(Surety)

.....

..... By .....
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____and Phone Number _____
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved.

AFFIDAVIT

STATE OF WISCONSIN
MILWAUKEE COUNTY } ss

.....

being first duly sworn, on oath deposes and says that he is .....
(Attorney-in-Fact or Agent)

of .....
(Surety)

surety on the within bid bond executed by .....

Affiant further deposes and says that no city official or city employee of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

.....

Subscribed and sworn to before me this

..... day of ..... 20 .....

.....
Notary Public, Milwaukee County, Wisconsin

My commission expires .....

AFFIDAVIT OF "NO INTEREST" MUST ACCOMPANY EACH CERTIFICATE OF INSURANCE ISSUED, INCLUDING NEW AND RENEWALS.

AFFIDAVIT

STATE OF)
)
COUNTY)

_____, BEING FIRST DULY SWORN, on

oath deposes and says that he/she is the agent of the_____,
(Insurance or Bonding Company)

insurer on the attached certificate or bond issued to _____.
(Name of Insured)

Affiant further deposes and says that to the best of affiant knowledge no officer, official or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance or bond.

_____
Signature

_____
Typed Name and Phone Number

Subscribed and sworn to before me

this _____day of _____, 20____

_____
Notary Public,

My Commission expires_____

ACKNOWLEDGEMENTS PAGE

Official Notice No. 31-2013
Project No. N/A

MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM (M/W/SBE), the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for M/W/SBE participation on this project is 18 %

The bidder's commitment for Resident Preference Program Participation on the project is N/A %

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from N/A of the following trade(s) are to be employed.

In submitting this bid, the bidder understands that the Commissioner of Public Works reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Public Works) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

City Of Milwaukee

Department Of Public Works

Minority/Women/Small Business Enterprise (MWSBE) Provisions

I. General

A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Minority/Women/Small Business Enterprise (M/W/SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified MWSBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize MWSBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 18 ____% MWSBE participation.

B. The prime contractor shall prepare and submit accurate and timely MWSBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and MWSBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final MWSBE utilization reports and MWSBE subcontractor payment certification forms are on file with the Department of Public Works.

C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Public Works may take one or more of the actions listed below:

1. Terminate or cancel the contract, in whole or in part.

2. Consider possible debarment of the prime contractor from bidding.

3. Withhold payments on the contract.

4. Any other remedy available to the City at law or in equity.

II. Definitions

A. "MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE" (MBE), (WBE) or (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:

1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.

2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the

outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. MWSBE Utilization Requirements

A. Each prime contractor shall utilize MWSBE to a minimum of 18 % on this contract. Note that the prime contractors shall be required to attain MWSBE participation on their base bid excluding specified allowances, alternatives, and change orders. MWSBE commitments relative to contract award shall be based upon the approved MWSBE Compliance Plan (Form A).

B. The determination of MWSBE utilization shall be based on the following criteria:

1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.

2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.

3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.

4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs are required to notify the Department of Public Works if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the MWSBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed MWSBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

1. Information on Form A shall include, but not be limited to:

a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE contractors that will participate on the project as subcontractors or suppliers;

b. A description of the scope of work to be performed by the MWSBE on this project; and

c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the

contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. MWSBE participation is an element of bid responsiveness. Failure to meet the specified MWSBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified MWSBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.

4. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

Office of Small Business Development
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified MWSBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-MWSBE firm may be substituted with the approval of the Commissioner of Public Works.

E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.

F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

G. Right to Appeal.

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of M/W/SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of M/W/SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. **Percentage of Required MWSBE Participation**

Construction 25%
The Purchase of Goods and Services 25%
The Purchase of Professional Services 18%

The following tables outline the specific types of Business Enterprises and the percentage requirement for particular contract types. Once the specific enterprise percentage listed below is met for a particular contract type the overall MWSBE percentage requirement may be met by using any other certified MWSBE

For example, a Construction contract requiring 25% MWSBE can be achieved by using an African American MWSBE for 5.57, an Asian American MWSBE for .07 and a WBE for 7.31. The remaining 12.05% can be met by using any certified MWSBE.

	Construction	Goods & Services	Professional Services
MBE			
African American Firms	5.57%		
Asian American Firms	0.07%		
Hispanic Firms		3.23%	
Native American Firms		0.17%	
WBE	7.31%	17.09%	
SBE	12.05%	4.51%	18%
TOTAL	*25%*	*25%*	*18%*

(Rev. 01/ 2012)

FORM A - COMPLIANCE PLAN - CITY OF MILWAUKEE – DEPARTMENT OF PUBLIC WORKS
M/W/SBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTOR'S NAME:_____ OFFICIAL NOTICE NUMBER: _____

DATE:_____ TOTAL BID AMOUNT:_____ TOTAL M/W/SBE AMOUNT:_____

This Form A must be completed in its entirety and is a **required** submission with a Bid or Request for Proposal. List all proposed M/W/SBE subcontractor(s) and/or material supplier(s) for this project. **NOTE:** To receive full credit, M/W/SBE's must perform commercially useful work at the job site. ONLY up to twenty percent (20%) credit may be given under certain circumstances to M/W/SBE suppliers or other M/W/SBE contractors who assist in management of the project. I/We propose to utilize the following M/W/SBE subcontractor(s) and/or material supplier(s):

Fill in BID REQUIREMENTS: **MBE**: _____% African-Amer _____%Asian-Amer _____%Hispanic _____%Native-Amer; *AND* _____**%WBE**; _____**%SBE**

M/W/SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	**LIST DESIGNATION: MINORITY/ WOMAN/ SMALL BUSINESS**	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIAL SUPPLIED	AUTHORIZED M/W/SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

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

CONTRACTOR: _____ DATE: _____/_____/_____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: _____ DATE: _____/_____/_____

DEPARTMENT OF PUBLIC WORKS: _____ DATE: _____/_____/_____

Form D
(Rev. 1/2012)

DEPARTMENT OF PUBLIC WORKS
MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE PROGRAM

Form D – M/W/SBE MONTHLY REPORT

(1) Report for the Month of _____20_____ (Final: yes ___ no ___)

(2)Prime Contractor/Firm_____

(3)Full Address & Phone Number:_____

(4)Description of work/service performed and/or material supplied_____

(5) DPW Contract No. **C**_____ (6) Official Notice No. / Project Number _____

7) Start Date: _____ (8) Prime Contractor's Total $: _____

(9) Completion Date: _____ (10) Prime Contractor paid to date $: _____

(11) Minority Business % _____ and Minority Business $ amount _____
Woman Business % _____ and Woman Business $ amount _____
Small Business %_____ and Small Business $ amount _____

List all M/W/SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach M/W/SBE Payment Certification Form (Form E) for each sub listed.**

NAME OF M/W/SBE FIRM(s) *AND* **LIST THEIR M/W/SBE DESIGNATION**	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL $ PAID TO DATE
TOTAL PAID TO M/W/SBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date_____

Note: This form should be submitted no later than the **20th of every month** to **DEPARTMENT of PUBLIC WORKS CONTRACT ADMINISTRATION, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.**

DIRECTIONS FOR M/W/SBE MONTHLY REPORT (FORM D)

1. List the month and year that the report is being submitted for. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the DPW Contract Number, as represented on the contract document.
6. List the official notice & project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List **EACH** M/W/SBE percentage **REQUIRED** on this project and each M/W/SBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

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

FORM E
(Rev.01/2012)

City Of Milwaukee

Department Of Public Works

Minority/Woman/Small Business Enterprise Program (M/W/SBE)
Subcontractor Payment Certification

(This form must be completed by the M/W/SBE subcontractor and attached to the Prime Contractor's Final M/W/SBE Form D Report)

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section A - **M/W/SBE** Company Officer & Prime Contractor Complete **For Payment That Has Been Received**

M/W/SBE Subcontractor Name : _____

Official Notice No.: _____ Project No. _____ **DPW Contract No. C**_____

I hereby certify that I have received $ _____ for subcontract work on the above project.

Dated: _____ Signature of **M/W/SBE** Subcontractor: _____

Printed Name & Title of **M/W/SBE** Subcontractor: _____

Certified as(Please check): _____ MBE _____ WBE _____ SBE

Acknowledged by **Prime** Contractor Signature: _____

Printed name & Title of **Prime** Contractor: _____

****

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section B – Prime contractor and M/W/SBE Company Officers Complete if **Full Payment Has Not Been Made to the M/W/SBE Subcontractor and a balance remains to be paid.**

Prime Contractor: _____

M/W/SBE Subcontractor: _____

Official Notice No.: _____ Project No. _____ **DPW Contract No. C**_____

I hereby certify that I will pay $_____ to _____
for subcontract work on the above project. (Name of M/W/SBE Firm)

Dated: _____ Signature of **Prime** Contractor: _____

Printed Name & Title of **Prime** Contractor: _____

Acknowledged by: **M/W/SBE** Subcontractor Signature: _____

Printed name & Title of **M/W/SBE** Subcontractor: _____

SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED OR BID WILL BE CONSIDERED NONRESPONSIVE.

Rev. 2/2012

Official Notice No. 31-2013

Project No. _____

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by _____
Name of Bidder (person, firm or corporation)

Telephone No. _____
Fax No. _____

Address _____

_____
(City, State, Zip Code)

MUST BE SIGNED

Signed per _____
(Manual **signature required**)

Official Capacity _____

BID DATED _____ M/W/S/BE Contractor: Yes/Designation: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(**Notary Signature**)

Notary Public, _____ County

State of _____

My commission expires _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(**Notary Signature**)

Notary Public, _____ County

State of _____

My commission expires _____

State of Wisconsin
Department of Workforce Development
Equal Rights Division

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

CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20___

NOTARY PUBLIC _____County, _____State

SIGNATURE: _____ (Seal)

PRINT NAME: _____

My commission expires: _____

Ref: slaverydisclosureaffidavit

AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS

STATE OF _____) PROJECT NAME _____
) ss.
_____ COUNTY) DPW Contract No._____

I, _____, being first duly sworn state that:
(Print name)

1. I am the _____ of _____, a _____.
(Title) (Company Name) (State)

Corporation, partnership, or individual of _____, _____,
(City, Village, Township) (State)

and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.

2. I have entered into City of Milwaukee, Department of Public Works' Contract No. _____, to which the provisions of Wis. Stat. 66.0903 apply.

3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.

4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary/Treasurer	_____	_____

Subscribed and sworn before me this _____

day of _____, 20___.

_____
Notary Signature

_____
Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897(04/2007)

NOTICE TO CONTRACTORS

Effective immediately, the City of Milwaukee has adopted an ordinance relative to Prompt Payment as follows:

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

NOTICE

ALL PREVAILING WAGE CONTRACTS AWARDED BY THE DEPARTMENT OF PUBLIC WORKS AFTER THE FIRST OF ANY CALENDAR YEAR ARE SUBJECT TO THE NEW PREVAILING WAGE SCHEDULE THAT GOES INTO EFFECT ON JANUARY 2ND. THE PREVAILING WAGE SCHEDULE INCLUDED IN BID PACKAGES ISSUED LATE IN THE PRECEDING YEAR MAY NOT BE TOTALLY ACCURATE FOR CONTRACTS OFFICIALLY AWARDED AFTER THE TURN OF THE YEAR. THE NEW PREVAILING WAGE WILL BE INCORPORATED INTO THE CONTRACT WHEN AWARDED.

BIDDERS ARE REQUIRED TO UTILIZE THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT'S "DICTIONARY OF OCCUPATIONAL CLASSIFICATIONS AND WORK DESCRIPTIONS" TO DETERMINE THE APPROPRIATE JOB CLASSIFICATIONS AND WAGE RATES FOR THEIR EMPLOYEES PRIOR TO BIDDING. THIS DOCUMENT CAN BE FOUND ON THEIR WEBSITE AT DWD.WISCONSIN.GOV; TYPE "DICTIONARY" IN THE SEARCH BOX.

CITY OF MILWAUKEE
PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF_____) Project Name_____
) SS.
_____County) DPW Contract No._____

I,_____, being duly sworn, state that:

1. I am the _____ of _____, a _____
(State)
Corporation, partnership, or individual of _____, _____,
(City, Village, Township) (State)
and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section §DWD 290.14 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, With the City of Milwaukee, Department of Public Works for the construction of all or part of the above-named public works project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1-1/2 times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have received similar evidence of compliance with the contract wage rates and special impact area worker hour requirements in the form of completed affidavits from each of my agents and subcontractors who worked on this project and have listed their names on the reverse side of this affidavit along with numbers and percentages of worker hours.

5. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ in the custody of _____, whose address and telephone number are _____ _____. These payroll records and evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary-Treasurer	_____	_____

Subscribed and sworn to before me this_____
Day of _____, 20_____

_____
(Notary Signature)

Notary Public, State of _____

My commission Expires: _____

_____
(Contractor Signature)

___OVER___

CITY OF MILWAUKEE
SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF_____) Project Name_____
) SS.
_____County) DPW Contract No._____

I,_____, being duly sworn, state that:

1. I am the _____ of _____, a _____
(State)
Corporation, partnership, or individual of _____, _____,
(City, Village, Township) (State)
and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section § DWD 290.13 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, With the City of Milwaukee, Department of Public Works and _____ for the construction of all or part of the above-named public works (Name of Prime Contractor) project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1-1/2 times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ in the custody of _____, whose address and telephone number are _____ _____. These payroll records and evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

5. I certify that _____ were the total number of hours worked on this project with _____ hours being worked by residents of the special impact area and _____ hours being worked by all other workers.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary-Treasurer	_____	_____

Subscribed and sworn to before me this_____
Day of _____, 20_____

_____
(Notary Signature)

Notary Public, State of _____

My commission Expires: _____

_____
(Contractor Signature)

PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/10/2013
Amended On: 02/18/2013

DETERMINATION NUMBER: 201300081

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2013. If NOT, You MUST Reapply.

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

PROJECT LOCATION: MILWAUKEE CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MILWAUKEE-DEPT OF PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: - over 10 hours per day on prevailing wage projects - over 40 hours per calendar week - Saturday and Sunday - on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; - The day before if January 1, July 4 or December 25 falls on a Saturday; - The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

The following statutory provisions apply to 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

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
101	Acoustic Ceiling Tile Installer Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014.	32.93	19.81	52.74
102	Boilermaker	31.09	27.23	58.32
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add $1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
104	Cabinet Installer Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014.	32.93	19.81	52.74
105	Carpenter Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
106	Carpet Layer or Soft Floor Coverer	33.43	19.21	52.64
107	Cement Finisher	32.57	17.03	49.60
108	Drywall Taper or Finisher	29.87	18.79	48.66
109	Electrician Future Increase(s): Add $1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
110	Elevator Constructor	41.71	23.88	65.59
111	Fence Erector	28.00	4.50	32.50
112	Fire Sprinkler Fitter	37.45	19.30	56.75

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
113	Glazier	34.19	18.25	52.44
114	Heat or Frost Insulator	33.93	23.26	57.19
115	Insulator (Batt or Blown)	27.47	19.16	46.63
116	Ironworker	31.31	21.99	53.30
117	Lather	33.43	19.31	52.74
118	Line Constructor (Electrical)	37.05	16.94	53.99
119	Marble Finisher	20.00	0.00	20.00
120	Marble Mason	35.58	16.37	51.95
121	Metal Building Erector	18.50	3.20	21.70
122	Millwright	28.28	24.19	52.47
123	Overhead Door Installer	27.30	3.28	30.58
124	Painter	29.27	18.18	47.45
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver Future Increase(s): Add $.75/hr on 6/3/2013. Premium Increase(s): Add $.65/hr for Piledriver Loftsman; Add $.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	29.06	25.46	54.52
127	Pipeline Fuser or Welder (Gas or Utility)	31.18	19.29	50.47
129	Plasterer	32.06	17.68	49.74
130	Plumber Future Increase(s): Add $1.00/hr 6/1/2013; Add $1.00/hr 6/1/2014.	36.47	19.47	55.94
132	Refrigeration Mechanic	37.76	19.99	57.75
133	Roofer or Waterproofer	29.40	15.55	44.95
134	Sheet Metal Worker Future Increase(s): Add $1.41/hour 6/1/2013; Add $1.56/hour 6/1/2014.	36.17	18.00	54.17
135	Steamfitter	37.76	19.99	57.75
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.	24.75	16.08	40.83

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
138	Temperature Control Installer	37.31	19.49	56.80
139	Terrazzo Finisher Future Increase(s): Add $ .80 on 6/1/2013	26.57	16.50	43.07
140	Terrazzo Mechanic	29.51	17.63	47.14
141	Tile Finisher	22.27	6.52	28.79
142	Tile Setter	29.70	16.05	45.75
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	34.16	15.31	49.47
146	Well Driller or Pump Installer Future Increase(s): Add $.20/hr on 06/01/2013.	25.32	15.45	40.77
147	Siding Installer	37.20	17.01	54.21
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	33.32	17.60	50.92
203	Three or More Axle	18.00	9.50	27.50
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.52	17.60	51.12
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	9.50	27.50

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Premium Increase(s): Add $.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add $.22 for jackhammer operator, certified welder, gunite machineman.	28.82	16.11	44.93
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	11.00	3.97	14.97
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.69	16.03	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03
315	Final Construction Clean-Up Worker	28.82	15.61	44.43

HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.82	17.60	51.42

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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 $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.52	17.60	51.12
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.52	17.60	51.12
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
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 $2.19/hr on 01/01/2013; Add $2.00/hr on 01/01/2014. Premium Increase(s): Add $.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	38.80	20.17	58.97
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 $2.08/hr on 01/01/2013; Add $2.00/hr on 01/01/2014.	34.50	20.04	54.54
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. Future Increase(s): Add $1.88/hr on 01/01/2013; Add $2.00/hr on 01/01/2014.	28.70	19.86	48.56

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

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Crane Operators with CCO certification add $.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add $.50/hr. Over 300 ton OR 300 ft. add $.01/hr. per foot OR ton whichever is greater.	39.16	19.10	58.26
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.	38.66	19.10	57.76
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.	38.16	19.10	57.26

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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).	37.47	19.10	56.57
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 $0.75/hour 6/3/2013; Add $1.00/hour 6/2/2014; Add $1.50/hour 6/1/2015; Add $1.60/hour 5/30/2016.	33.82	17.60	51.42
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.	30.44	19.10	49.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add $2/hr on 1/1/2013.	34.89	20.59	55.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add $1.60/hr on 06/01/2013; Add $1.60/hr on 06/01/2014; Add $1.65/hr on 06/01/2015	32.26	17.95	50.21
516	Fiber Optic Cable Equipment	20.00	7.88	27.88

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add $1.45/hr on 6/01/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.80	16.87	52.67
105	Carpenter Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher	30.68	16.75	47.43
109	Electrician Future Increase(s): Add $1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	37.05	16.94	53.99
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	29.56	24.96	54.52
130	Plumber	36.97	17.66	54.63
135	Steamfitter	38.26	19.49	57.75
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
146	Well Driller or Pump Installer	21.00	2.23	23.23

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	28.24	15.10	43.34
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	31.89	17.98	49.87
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.00	0.00	17.00

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Premium Increase(s): Add $1.92 for bottomman; Add $2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add $4.83 for blaster. Add $2.00 for all tunnel work under 15 lbs. compressed air; Add $2.00 for 0-30 lbs. compressed air; Add $3.00 for over 30 lbs. compressed air.	28.95	16.11	45.06
303	Landscaper	26.92	12.51	39.43
304	Flagperson or Traffic Control Person	23.55	13.45	37.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add $1/hr on 6/2/2013. Premium Increase(s): Add $.50/hr for >200 Ton / Add $1/hr at 300 Ton / Add $1.50 at 400 Ton / Add $2/hr at 500 Ton & Over.	35.12	18.46	53.58
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.	35.36	19.15	54.51
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Premium Increase(s): Add $.25/hr for operating tower crane.	34.41	19.15	53.56

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	31.89	18.11	50.00
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.	31.96	19.15	51.11
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
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.	37.45	19.45	56.90
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.	27.75	19.15	46.90
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.	27.75	19.15	46.90

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
105	Carpenter Future Increase(s): Add $.75/hr on 6/3/2013. Add $1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.93	19.81	52.74
107	Cement Finisher Future Increase(s): Add $1.87 on 6/1/13; Add $1.87 on 6/1/14; Add $1.87 on 6/1/15; Add $1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.69	17.53	48.22
109	Electrician	31.54	21.14	52.68
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	31.31	21.99	53.30
118	Line Constructor (Electrical)	31.29	15.34	46.63
124	Painter	29.22	16.69	45.91
125	Pavement Marking Operator	29.22	16.69	45.91
126	Piledriver	29.56	23.86	53.42
133	Roofer or Waterproofer	29.40	15.05	44.45
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.06	46.70

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	33.22	18.90	52.12
203	Three or More Axle Future Increase(s): Add $1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	23.31	17.13	40.44
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	27.77	19.90	47.67
205	Pavement Marking Vehicle	23.84	14.90	38.74
206	Shadow or Pilot Vehicle	33.22	18.90	52.12
207	Truck Mechanic	22.50	16.19	38.69

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Future Increase(s): Add $1.70/hr on 6/1/2013; Add $1.60/hr on 6/1/2014. Premium Increase(s): Add $.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add $.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add $.50/hr for line and grade specialist; Add $.65/hr for blaster and powderman; Add $2.01/hr for topman; Add $2.46/hr for bottomman; Add $3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	25.39	18.40	43.79
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper Future Increase(s): Add $1.70/hr on 6/1/13; Add $1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	25.39	18.40	43.79
304	Flagperson or Traffic Control Person Future Increase(s): Add $1.70/hr on 6/1/2013; Add $1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	21.88	18.40	40.28

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

HEAVY EQUIPMENT OPERATORS
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	35.22	19.90	55.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	34.72	19.90	54.62

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane 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); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	34.22	19.90	54.12
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or WIthout Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s):	33.96	19.90	53.86

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
	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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.			
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	33.67	19.90	53.57
536	Fiber Optic Cable Equipment.	20.00	7.88	27.88
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason	33.00	15.00	48.00
105	Carpenter	30.16	15.31	45.47
107	Cement Finisher	28.73	17.03	45.76
109	Electrician Future Increase(s): Add $1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.20	21.71	53.91
111	Fence Erector	28.00	4.50	32.50
116	Ironworker	31.31	21.99	53.30
118	Line Constructor (Electrical)	37.05	16.94	53.99
124	Painter	29.27	18.18	47.45
125	Pavement Marking Operator	28.10	15.00	43.10
126	Piledriver	29.56	24.96	54.52
133	Roofer or Waterproofer	29.40	15.05	44.45
137	Teledata Technician or Installer	24.65	15.67	40.32
143	Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
144	Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	14.55	44.19
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.60	14.64	45.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	25.87	13.00	38.87
203	Three or More Axle	17.00	0.00	17.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add $1/hr on 6/2/2013.	32.39	18.46	50.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	25.87	13.00	38.87
207	Truck Mechanic	17.00	0.00	17.00

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer	22.31	18.64	40.95
303	Landscaper Future Increase(s): Add $1.70/hr on 6/1/13; Add $1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	28.07	13.90	41.97
304	Flagperson or Traffic Control Person Future Increase(s): Add $1.70/hr on 6/1/2013; Add $1.60/hr on 6/1/2014. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	24.70	13.90	38.60
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
314	Railroad Track Laborer	14.50	3.53	18.03

HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	35.22	19.90	55.12
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 $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	34.72	19.90	54.62

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; 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. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	34.22	19.90	54.12
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (WIth or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	33.96	19.90	53.86

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.02	17.60	50.62
546	Fiber Optic Cable Equipment.	20.00	7.88	27.88
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
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.	37.45	19.45	56.90
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.	27.75	19.15	46.90
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.	27.75	19.15	46.90

HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	39.16	19.10	58.26
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add $1/hr on 6/2/2013.	32.92	18.46	51.38

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone 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.	32.67	18.44	51.11
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add $2/hr on 6/1/13; Add $1.75/hr on 6/1/14.	33.67	19.55	53.22
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 $2/hr on 6/1/13; Add $1.75/hr on 6/1/14.	33.67	19.55	53.22
556	Fiber Optic Cable Equipment.	20.00	7.88	27.88

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
101	Acoustic Ceiling Tile Installer	19.50	10.98	30.48
102	Boilermaker	31.09	27.23	58.32
103	Bricklayer, Blocklayer or Stonemason	25.00	12.36	37.36
104	Cabinet Installer	26.00	2.61	28.61
105	Carpenter	33.43	7.16	40.59
106	Carpet Layer or Soft Floor Coverer	32.93	21.85	54.78
107	Cement Finisher	23.32	6.27	29.59
108	Drywall Taper or Finisher	29.87	18.79	48.66
109	Electrician	24.50	8.96	33.46
110	Elevator Constructor	41.71	23.88	65.59
111	Fence Erector	13.00	1.07	14.07
112	Fire Sprinkler Fitter	37.45	19.30	56.75
113	Glazier	22.00	2.09	24.09
114	Heat or Frost Insulator	35.00	0.00	35.00
115	Insulator (Batt or Blown)	12.82	0.00	12.82
116	Ironworker	30.90	19.11	50.01
117	Lather	33.43	7.16	40.59
119	Marble Finisher	16.50	2.38	18.88
120	Marble Mason	25.00	12.36	37.36
121	Metal Building Erector	17.00	2.62	19.62
123	Overhead Door Installer	25.00	19.00	44.00
124	Painter	23.50	3.73	27.23
125	Pavement Marking Operator	28.10	15.00	43.10

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
129	Plasterer	20.00	0.00	20.00
130	Plumber	36.97	18.42	55.39
132	Refrigeration Mechanic	24.75	10.42	35.17
133	Roofer or Waterproofer	29.40	15.55	44.95
134	Sheet Metal Worker	28.15	15.14	43.29
135	Steamfitter	38.26	19.49	57.75
137	Teledata Technician or Installer	18.85	5.00	23.85
138	Temperature Control Installer	22.00	1.10	23.10
139	Terrazzo Finisher	26.57	16.00	42.57
140	Terrazzo Mechanic	30.01	17.13	47.14
141	Tile Finisher	20.60	3.53	24.13
142	Tile Setter	20.43	8.03	28.46
143	Tuckpointer, Caulker or Cleaner	32.50	2.84	35.34
146	Well Driller or Pump Installer	27.60	0.00	27.60
147	Siding Installer	16.00	0.62	16.62

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	16.25	4.60	20.85
203	Three or More Axle	17.10	1.78	18.88
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	19.00	1.85	20.85

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer	18.00	6.16	24.16
302	Asbestos Abatement Worker	18.00	0.00	18.00
303	Landscaper	11.00	0.00	11.00

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
315	Final Construction Clean-Up Worker	15.00	0.00	15.00

HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & DIstributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, TImbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); WInches & A-Frames.	23.35	5.58	28.93
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & LIght Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	21.10	0.87	21.97

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