

**Wisconsin Chapter NECA**  
**2200 Kilgust Rd.**  
**Madison WI 53713**

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## Electrical Licensing Bill Moves Ahead

As you know, NECA has long been pushing for electrical licensing legislation in the State of Wisconsin, and things seem to be moving along quite well this time. A draft bill has been authored by State Representative Al Ott (LRB0475) and State Senator Russ Decker (LRB2287) and is currently being circulated in the Capitol seeking additional co-sponsors. The Chapter recently sent a fax to all members urging them to contact their legislators and sign on to co-sponsor the bill. The bill as currently written seeks to provide:

1. Contractors licensing
2. Requirement for a Master Electrician to be responsible for all jobs
3. State credentials for electricians
4. Continuing education to maintain the credentials
5. Expanded electrical inspections



Keeping in mind that this bill, LRB0475 (Assembly) and LRB2287 (Senate) is still a far way from being a law, this is still a positive sign. We will keep you updated on the progress made on this important legislation.

## Spring Fling is Fun AND Educational

The 2007 Midwest Regional Spring Conference was held in Tucson, Arizona from March 18 – 21. The JW Marriott Starr Pass Resort proved to be a great place to visit in the spring time, especially if you are from Wisconsin. Speakers at the meeting included James Melton, PhD., who talked about leadership and lifestyle balance. Jim is well known for his public television series, "Reaching New Heights of Excellence." Dr. R. Edward Minchin, Jr., P.E., discussed ways contractors can reduce the number of workers' compensation claims, and reduce their workers compensation premiums as well. Professor Larry D. Walker, P.E., presented a program titled, "Create Your Own Marketing Plan: A Strategic Approach to Growth". Pro-member, and provided tips for con-plan. The final speaker of the conference was Suzie Humphreys, whose program, "I Can Do That!" was very well received.



The 2008 Spring Conference will be held at the Ocean Reef Club, Key Largo, Florida from April 6 - 9. Don't miss out!

The Department of Commerce will award a \$150,000 CDBG-Public Facilities and Economic Development grant to the village of West Salem in La Crosse County for the construction of a 50,000-square-foot steel manufacturing facility.

The new building is part of an expansion project for River Steel Inc., a family run, full-service steel fabricator and manufacturer established in 1954 that supplies original equipment components, structural fabrication and other custom manufactured orders for fabricators, manufacturers and suppliers.

River Steel's expansion project will cost about \$5.7 million.

NECA member contractors will soon receive a survey from Dr. Daryl Orth of Northern Kentucky University, via email. The survey is titled "Contractor Safety Information," and NECA would appreciate any feedback NECA members would offer to this survey. Dr. Orth is conducting a research report for ELECTRI International on "Measuring Safety Performance of NECA Contracting Members."

The completed report will be distributed to all NECA contractors.

## Consumer Spending, Income up Slightly

The Commerce Department reported that consumer spending was up 0.6 percent in February, the best showing since December, while personal incomes also rose by 0.6 percent in February.

Both figures were double what had been expected and should help to alleviate recession fears that have been growing because of a deeper-than-expected slump in housing and troubles in the domestic auto industry.

The report showed that an inflation barometer that excludes energy and food shot up by 0.3 percent in February, the biggest increase since a similar rise last August.

That left core inflation rising by 2.4 percent over the past 12 months, significantly higher than the Federal Reserve's 1 percent to 2 percent comfort zone. The year-over-year increase has not been exceeded since a 2.5 percent jump in April 1995.

The 0.6 percent increase in incomes followed an even bigger 1 percent surge in January, an increase that reflected \$50 billion at an annual rate in bonus payments to business executives.

The 0.6 percent rise in consumer spending followed a 0.5 percent January increase and was the best showing since a 0.7 percent jump in December, during the all-important Christmas shopping season. After adjusting for inflation, the February rise in spending was a more moderate 0.2 percent.

Even with the rise in incomes, the savings rate remained in negative territory for the 23rd consecutive month. It was unchanged in February at a negative 1.2 percent of after-tax incomes, the same as in January.

This means that consumers spent all they earned in February and dipped into savings and increased borrowing to finance purchases during the month.



## Self-Grounding Cable

Southwire has introduced a new metal-clad MC<sup>AP</sup> cable which has a built-in armor ground, which is said to reduce cable installation time by up to 30%. UL listed and NEC compliant, MC<sup>AP</sup> cables use the interlocked armor as an equipment grounding conductor. In its patented design, the armor in MC<sup>AP</sup> is equivalent to the green copper ground in conventional MC cables, accomplished through interlocked armor and an aluminum grounding/bonding conductor in direct contact throughout the entire cable length.

To install, users cut off the aluminum ground flush with the armor, then attach fittings listed for use with the cable to bond the cable to the electrical box.



### Thought for the Day

If you can find a path with no obstacles, it probably doesn't lead anywhere. *Frank A. Clark*



## From the Desk of Attorney Kay

In this publication, I continue my discussion of the provisions of ADM 21.02 promulgated by the Wisconsin Department of Administration covering the advertising, bidding and award of construction contracts on state construction projects.

ADM 21.07 relates to "bid opening". A representative of DOA is required to preside at the bid opening as the bidding officer. At the date and time for the bid opening as advertised, the bidding officer must announce the following to those who are in attendance:

(a) Bidding is officially closed and public opening and reading of bids will commence.

(b) The following rules will be observed when reading the bids:

1. Following identification of each bid to be read, it shall be publicly stated whether bid guarantee has or has not accompanied the bid. If bid guarantee has not accompanied the bid, the remainder of the bid contents shall not be read.

2. Where both written word and numerical dollar amounts are requested on the bid form, the written word amount is the amount that controls and that will be publicly read.

The bidding officer identifies the project title and the category of work being bid prior to reading the bids grouped under each category of work. Then the following bid information is publicly read aloud by the bidding officer and recorded in the official bid tabulation:

(a) The name of bidder whose bid is being read.

(b) State whether a bid guarantee has or has not accompanied the bid. If the bid guarantee has not accompanied the bid, the remainder of the bid shall not be read.

(c) The written word price quotation for the base bid and alternative bid(s).

(d) If offered, the written word price quotation of a combined bid and identification of the base bids which constitute the work proposed under the combined bid submitted.



Upon completing the public reading of bids, the bidding officer announces that the bid opening for the project is officially closed and that the results of the bid opening will be available at a later date after the bidding information has been reviewed and evaluated. Any informalities, omissions, errors or mistakes will be resolved during the evaluation of bids by DOA.

ADM 21.08 covers the rejection of bids. DOA is required to reject any bid which evidences any of the following conditions:

(a) The base bid amount(s) and alternative bid(s) amounts as re-



### April 2007

**April 4**

Madison Membership  
Janesville-Beloit Membership

**April 5**

La Crosse Membership

**April 9**

Racine-Kenosha Membership

**April 11**

Fox Valley Membership

**April 12**

Indianhead Membership

**April 18**

Northeastern Membership

**April 19**

Wisconsin Valley Membership

### Upcoming Meetings

**July 26 - 28, 2007**

Summer Meeting  
Sheboygan, WI

**October 5 - 8, 2007**

NECA Convention  
San Francisco, CA

**January 25 - 26, 2008**

Winter Meeting  
Bloomington, MN



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## Lost Work Forms Still Wanted

The NECA Office is still collecting statistics on work lost to non-union firms. If your company has recently lost a job (or several) to nonunion firms, please take a moment and complete the "Lost Work" form so we can include the information in our database.

The information collected the last couple of years was helpful in labor negotiations and we expect it will be useful again this year. Even if the labor agreement in your area is not open for negotiations, we are collecting this information on a statewide basis.

A copy of the Lost Work form is enclosed, and feel free to contact Barb at the Chapter Office if you have any questions regarding this information. Thanks in advance, for your assistance!



Have you got a code question for Tom? Let us know and we'll ask him to answer it in a future newsletter.

## NECA Membership ALERT

NECA has unveiled a new publication for NECA Members, the NECA Membership ALERT. The new publication will be printed a few times per year to update members on important information, membership numbers, recruitment tools, and general information on NECA's efforts to increase the membership nationwide. Each edition will also include a feature story highlighting a NECA Chapter's membership recruitment effort. While NECA fell short of their goal of increasing membership by 3%, the efforts last year did increase the number of members by 1% on a national basis.



A 2007 **Prevailing Wage Conference** will be held **Friday, April 20** at the Kalahari Resort, Wisconsin Dells to address completion of the annual DWD Survey, and ideas to make filing the survey easier. The conference is being sponsored by the Building and Construction Trades Council of South Central Wisconsin, the Laborer's Employer Cooperation and Education Trust, and the Construction Business Group. It is free to all construction employers working in the State of Wisconsin, however, you are required to pre-register for the event. For more information, contact Jennifer at the NECA Office (608) 221-4650.

## Tom's Code Corner

**Question:** Is NFPA 110 7.2.2 enforced in the State? It reads "EPSS equipment shall not be installed in the same room where the normal electrical service equipment is installed." 7.2.2.1 goes on to say "Transfer switches shall be permitted to be installed in the normal electrical service room where twice the clearance required by Article 110.16(a) of NFPA 70 exists between equipment enclosures." As I understand it, this is true for both Level 1 and Level 2 installations. Is there an exception for panelboards and transformers that I'm missing?

**Answer:** No. NFPA 110

The WCBC adopted NFPA 110 (1999) effective 7/1/2002. The definition of "Level 1" is in 4.4.1. The state interprets "Level 1" as required emergency loads.

Section 7.2.1 requires the EPS (Emergency Source) to be located in a separate 2HR room. Only the EPSS, (the emergency distribution equipment up to the load side of the transfer switches), is permitted in the room with the EPS.

7.2.1.1 requires the room have a 2 HR rating. Some interpret this 2 HR protection requirement to a roof mounted emergency generator.

There is an exception for the Level 1 transfer switch that permits it to be located in the same room as the "normal service equipment". Service equipment is a defined term. The NFPA staff use the NEC definition. Separation is required between the Level 1 transfer switch and the "normal service equipment". The minimum separation is 8-feet for a 480Y/277 system and 6-feet for a 208Y/120-volt or 240/120-volt single phase system. There is no exception for other EPSS equipment such as switchboards and panelboards.

## MANPOWER STATISTICS

For the Month of -- **February 2007**

Local Union #	14	127	158	159	388	430	577	890	TOTAL
Local Contractors: NECA	9	4	3	19	5	5	4	6	55
Non-NECA	34	12	16	20	14	13	10	19	138
<b>Total Local Contractors:</b>	<b>43</b>	<b>16</b>	<b>19</b>	<b>39</b>	<b>19</b>	<b>18</b>	<b>14</b>	<b>25</b>	<b>193</b>
Traveling Contractors: NECA	9	5	6	4	6	4	3	4	41
Non-NECA	3	12	3	4	1	5	1	0	29
<b>Total Traveling Contractors:</b>	<b>12</b>	<b>17</b>	<b>9</b>	<b>8</b>	<b>7</b>	<b>9</b>	<b>4</b>	<b>4</b>	<b>70</b>
<b>TOTAL # OF CONTRACTORS - LOCAL AND TRAVELERS:</b>	<b>55</b>	<b>33</b>	<b>28</b>	<b>47</b>	<b>26</b>	<b>27</b>	<b>18</b>	<b>29</b>	<b>263</b>
Contractors More Than Two Months Delinquent in N.E.B.F.	2	2	1	1	1	3	0	1	11
Total Number of Contributing Contractors in Area:	57	35	29	48	27	30	18	30	274
Employees: NECA	301	54	221	746	270	56	159	235	2042
Non-NECA	223	157	163	109	53	67	105	64	941
<b>TOTAL EMPLOYED:</b>	<b>524</b>	<b>211</b>	<b>384</b>	<b>855</b>	<b>323</b>	<b>123</b>	<b>264</b>	<b>299</b>	<b>2983</b>

Union #	NECA Division Name
127	Kenosha Division
158	Northeastern Division
159	Madison Division
388	Wisconsin Valley Division
430	Racine Division
577	Fox Valley Division
890	Janesville-Beloit Division
14	Indianhead/La Crosse Division

NOTE: These figures only reflect employees of contractors not more than 2 months delinquent in their N.E.B.F. payments.

**NECA Executive Vice President John Grau** recently unveiled a special web log for NECA members to use to interact with him. In a “news release” e-mail, Grau wrote that he attends meetings frequently and hears from contractors in attendance at those meetings, however, he realizes that not every NECA member can attend the meetings. The web log site will give him an opportunity to share the things he has heard from other members, and talk about the ways that NECA is working for you, for example in continued negotiations on contract language with the IBEW, and events on Capitol Hill. Finally, the site allows for feedback from NECA members who visit the site and have questions, concerns, or just want to talk about why they remain NECA members.

The site is called NECA Transmissions and can be accessed at [www.necatransmissions.org](http://www.necatransmissions.org). John is hoping that members will take advantage of the site, and when you do visit, be sure to let him know what you think.



## From the Desk of Attorney Kay

*(Continued from page 3)*

requested in the specifications have not been entered on the bid form.

(b) The bid form has not been signed by the bidder.

(c) The bid guarantee has not accompanied the bid form.

(d) Receipt of an addendum applicable to the award of contract has not been acknowledged on the bid form.

(e) The bid form has been altered or changed in such a way that it incorporates unsolicited material, either directly or by reference, which would alter any essential provision of the contract documents or require consideration of the unsolicited material in determining the award of contract.

(f) The bid is submitted by a bidder who, through investigation, is found not to be qualified or responsible within the definition of these rules, s. Adm 21.02(7)(b) and (c).

DOA may reject any bid if the documents included with the bid have any of the following informalities (irregularities) unless those informalities are waived by DOA and corrected by the bidder within three working days from the date and time the bidder is notified of them.

(a) Submittal of bid bond on a form other than that contained in the specification volume.

(b) No power of attorney submitted with bid bond.

(c) Date of power of attorney precedes date of bid bond.

(d) Bonding company is not licensed to do business in Wisconsin.

(e) Failure to submit an affidavit, affirming that bidder is not guilty of collusion or fraud with regard to bid submittal.



(f) Failure to submit any other document which is specifically requested in the specifications to be submitted with the bid form, acceptance of which would not constitute a correction or alteration of the bid.

Paragraph ADM 21.08(3) permits DOA to reject all low bids constituting the lowest total construction cost if such amount exceeds the authorized funds available for the project. 21.08(4) provides that DOA reserves to itself the right to reject any and all bids if in the opinion of DOA the rejection is in the best interest of the state. Under ADM 21.08(5), DOA may reject the separate bids of combined bid or a combined bid accompanied with separate bids without rejecting the other.

Under ADM 21.08(6), DOA's reasons for rejecting a bid under this section must be sent to the bidder in writing within 30 calendar days from the date of bid opening.

Under ADM 21.08(7), DOA, with the approval of the attorney general, may settle or dispose of cases or issues arising out of errors, omissions or mistakes contained in a bid which result in the bidder giving written notice of the bidder's intent not to execute the contract. If no settlement is reached, the bidder is not entitled to recover its bid guarantee unless the bidder proves in the circuit court for Dane County that in making the mistake, error or omission, the bidder was free from negligence.

Paragraph ADM 21.09 covers the award of contracts. DOA is required to award contracts to the lowest qualified responsible bidder that results in the lowest total construction cost for the project. DOA is given the discretion to make the final determination as to which bidder is the lowest qualified responsible bidder. However, factors which may be the subject of that evalua-

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## From the Desk of Attorney Kay

(Continued from page 6)

tion include but are not limited to the lowest bid as determined by an applicable formula for converting a formula for evaluation analysis into dollars, including but not limited to:

- (a) Low net annual operating cost.
- (b) Low unit cost of capacity.
- (c) Highest performance per unit or cost.
- (d) Annual maintenance and service costs.

DOA may negotiate deductive changes if the total of the lowest qualified responsible bidder(s) exceeds authorized funds.

Under ADM 21.09(5), DOA is permitted to consider any unsolicited material only after contracts have been awarded based on the information contained in the bid form.

Under ADM 21.09(6), the award of a contract cannot be finalized until the bidder furnishes DOA with the required performance payment bond and certificate of insurance, which must be approved by DOA.

ADM 21.09(7) requires every contractor or subcontractor who enters into a contract on a state construction project to assume and fulfil any obligation to take whatever affirmative action is necessary to assure equal employment opportunities as required by Wisconsin Statutes.

In the next issue of this publication I will discuss some of the issues that have arisen between contractors and the State of Wisconsin regarding these provisions.

## Labor Negotiations Update

It's that time of year again when spring is in the air, along with snowflakes and that means labor negotiations are in full swing. The Wisconsin Chapter is currently in the process of negotiating the following contracts:

- 127-Kenosha - Inside Agreement is open
- 388-Stevens Point/Wausau - Inside and Residential Agreements open
- 577 -Appleton - Residential Agreement is open
- 890-Janesville - Inside and Residential Agreements open
- VDV - Statewide - Agreement ***settled Tuesday, April 10***
- 159-Madison - Residential Agreement ***settled Thursday, April 5***



For those of you who are involved in negotiations, we thank you for your time, and for those who are not, enjoy it this year!

Contract changes that become effective June 1, 2007 will be communicated to you just as soon as we receive the pertinent wage/fringe breakdowns from the local unions. We know that with computer programs becoming more sophisticated you need the amounts as soon as possible, and we try to accommodate that each year.

If you are working in an area and do not receive your contract change letter prior to June 1, please contact Jennifer at the NECA Office to request a copy. Please do not call the Chapter Office this month; as of this writing, none of the new wage package information is available yet for any of the locals.

Those who trust us, educate us. *George Eliot*