HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation DT1502 01/2020 s.66.0901(7) Wis. Stats Proposal Number:

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	HIGHWAY	COUNTY
2225-00-73	WISC 2025181	V Fox Point, N Lake Dr, School Road to Dean Road	STH 032	Milwaukee
2225-00-74	WISC 2025182	V Fox Point Crosswalk Enhancements, 6 Locations On Lake Dr	STH 032	Milwaukee
2225-00-83	N/A	V Fox Point, N Lake Dr,	STH 032	Milwaukee

School Road to Dean Road **ADDENDUM** REQUIRED

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required: \$100.000.00 Payable to: Wisconsin Department of Transportation **Bid Submittal** Date: January 14, 2025 Time (Local Time): 11:00 am **Contract Completion Time** August 29, 2025 Assigned Disadvantaged Business Enterprise Goal 8%

Attach Proposal Guaranty on back of this PAGE.

Firm Name, Address, City, State, Zip Code

SAMPLE NOT FOR BIDDING PURPOSES

This contract is exempt from federal oversight.

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.

Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	

For Department Use Only Type of Work: Removals, Grading, Aggregate, Asphalt Pavement, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Water, Restoration. Notice of Award Dated **Date Guaranty Returned**

PLEASE ATTACH PROPOSAL GUARANTY HERE

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 - 1. Electronic bid on the internet.
 - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid ExpressTM on-line bidding exchange at http://www.bidx.com/ after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

(4) Interested parties can subscribe to the Bid ExpressTM on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc. 5700 SW 34th Street, Suite 1235 Gainesville, FL 32608-5371 email: mailto:customer.support@bidx.com

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 - 4. Have a properly executed annual bid bond on file with the department.
 - 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 - 1. Download the latest schedule of items reflecting all addenda from the Bid Express TM web site.
 - 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid
 - 4. Submit the bid before the hour and date the Notice to Contractors designates
 - 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

B.2 On a Printout with Accompanying Diskette or CD ROM

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
 - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
 - Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite □ □ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite TM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or
- (4) The bidder-submitted printout of the Expedite □ □ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite TM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 - 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

- (1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 - 1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
 - 2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
 - 3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

DT1303 1/2006

Proposal Number	Project Number		Letting Date
Name of Principal			
Name of Surety		State in Which Surety is	Organized

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation within 10 business days of demand a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

PRINCIPAL

(Company Name) (Affix Corporate Seal)			
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Date)	
State of Wisconsin)		State of Wisconsin)
County) s	SS.) ss. _County)
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wi	isconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal Notary Seal

IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to the bid bond.

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (I	From/To)
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, extend or alter the coverage of the annual bid bond.
Cancellation:	Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

Name of Subcontractor	Class of Work	Estimated Value

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
- 4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
- 7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

- 1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

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STSP'S Revised July 3, 2024 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2225-03-73, V Fox Point, N Lake Dr, School Road to Dean Road, STH 32, Milwaukee County,, Wisconsin; Project 2225-00-74, V Fox Point Crosswalk Enhancements, 6 Locations on Lake Dr, Const/Ped Enhancement, STH 32, Milwaukee County, Wisconsin; and Project 2225-00-83, V Fox Point, N Lake Dr, School Road to Dean Road, Const/Watermain, STH 32, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20240703)

2. Scope of Work.

The work under this contract shall consist of removals, grading, dense graded base, open graded base, concrete curb and gutter, concrete sidewalk, HMA pavement, asphaltic surface, storm sewer, water main, erosion control, permanent signing, traffic control, pavement marking, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least two weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

Be advised that there will be multiple mobilizations and/or remobilizations to complete construction operations. No additional payment will be made, by the department, for additional mobilizations.

Once construction has begun, work continuously, weather permitting, as not to delay the project completion. Notify engineer of delays occurring on any section of the project for greater than two days.

Inform property owners at least 48 hours prior to removing a driveway approach that serves that property. Construct driveway approaches such that access to all properties are provided at all times for the duration of the project.

Final Completion

Final completion will be on or before August 29, 2025. Final completion for this project is defined as having all lanes of STH 32 (Lake Drive) traffic open; all pavement markings, drainage, water main, erosion control, and excavation completed; all safety appurtenances completed including rectangular rapid flashing beacons; all bid items and change order work completed; and punch-list and cleanup work completed. This includes removal of all temporary traffic control devices, and having completed restoration on all streets, as the project requires.

A Schedule of Operations

STH 32 will be closed to through traffic between School Road and Dean Road during the construction project. Maintain a minimum width of 16 feet for two-way local traffic and emergency access on existing or proposed pavement surfaces. Flagging operations must be used when width is reduced to less than 16 feet.

Prior to posting the detour route, contact the WisDOT Signal Operations Red Phone at (414) 750-2605 for implementation of any required signal timing changes along Port Washington Road.

To facilitate storm sewer culvert removals and installations crossing STH 32, water main pipe crossings of the roadway pavement, and trench restoration; STH 32 may be fully closed to local traffic for up to three (3) consecutive calendar days at each location shown on the plans. Do not work on more than one storm sewer culvert or water main crossing at the same time. Only one full closure of STH 32 may be in place at a time. Restore trenches according to the construction detail shown on the plans prior to reopening STH 32 to local traffic.

The department anticipates that the sequence of construction operations shall be as follows:

- Construct water main.
- Construct storm sewer, culvert pipes, and drainage improvements. Storm sewer and water main work can occur concurrently.
- Construct roadway widening on both sides of STH 32.
- Mill the existing surface and pave lower level HMA, one direction of STH 32 at a time.
- Pave surface layer HMA, one direction of STH 32 at a time.
- Complete restoration of disturbed areas.

B Contractor Coordination

Provide an individual to serve as the contractor's sole point of contact for field utility coordination, traffic closure coordination, and communication for the duration of the project.

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including lane closure schedules to be performed and identifying issues requiring engineering action or input.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others. The following projects are anticipated to be under construction concurrently with the work under this contract:

Project 1228-03-76 IH 43 North South Freeway

Oak Leaf Trail to Bender Road

WisDOT Contact: Steven Kuhl, P.E.; (414) 531-6932

Project 2225-13-70

V Shorewood, N Lake Drive

Edgewood Avenue to Kensington Boulevard

WisDOT Contact: Kurt Flierl, P.E.; (414) 750-3085; Kurt.Flierl@dot.wi.gov

Project 2225-15-70

C Milwaukee, N Lake Drive

Newberry Boulevard to Edgewood Avenue

WisDOT Contact: Kurt Flierl, P.E.; (414) 750-3085; Kurt.Flierl@dot.wi.gov

Village of Fox Point 2025 Lead Water Service Replacements

Lake Drive

Fox Point Contact: Scott Brandmeier, P.E.; (414) 351-8900 ext. 6624;

sbrandmeier@villageoffoxpoint.com

Village of Fox Point 2025 Roadway and Water Main Improvements

Beach Drive

Fox Point Contact: Scott Brandmeier, P.E.; (414) 351-8900 ext. 6624;

sbrandmeier@villageoffoxpoint.com

City of Glendale Silver Spring Drive Improvements

27th Street to the Milwaukee River

Glendale Contact: Charlie Imig; (414) 228-1746; c.imig@glendalewi.gov

C Portable Changeable Message Signs

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message.

D Local Street Work Restrictions (STH 32)

Maintain emergency vehicle access at all times.

Provide access to property owners at all times.

Keep sidewalks, paths, and trails open as shown on the plans or as approved by the engineer. Provide adequate temporary sidewalk and path bridging over obstructions as directed by the engineer.

Where pedestrian routes are blocked by water main construction, escort pedestrians through the work zone and restore the pedestrian route with temporary or permanent surface by the end of the workday. Escorting pedestrians is incidental to the Traffic Control bid item.

Existing trees are to remain in place during construction. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees and construction equipment. No additional compensation will be made.

E All Work Restrictions

Excavation material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer and combined sewer structures, floodplains, and the waterways as determined by engineer.

Provide the Village of Fox Point Police Department, Village of Fox Point Public Works Department, and the engineer with a 24-hour emergency contact number for when maintenance is required.

Northern Long-eared Bat (Myotis septentrionalis)

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges, and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 1 to October 31, both dates inclusive.

No tree clearing shall occur without prior approval from the engineer following coordination with the WisDOT REC. Tree removal will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence or visual emergence survey. Notify the engineer if additional clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

4. Traffic.

General

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

Maintain emergency vehicle access at all times.

Prior to any traffic control being placed, provide the engineer, Village of Fox Point Police Department, and Village of Fox Point Public Works Department with the name and telephone number of a local person responsible for the emergency maintenance of traffic control.

Coordinate all traffic handling with the engineer. Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Employ such flag person, signs, barricades, and drums as may be necessary to safeguard or protect hazards in the work zone, such as exposed manholes or drop-offs for vehicles and direct traffic at locations where construction operations may interfere or restrict the smooth flow of traffic. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance signs, day or night.

Traffic requirements under this contract shall be coordinated with other adjacent and concurrent Department of Transportation or local municipality projects. The contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Railroad

Except for railroad crossings DOT # 180103U and 180104B where STSP 107-026 (Railroad Insurance and Coordination) applies: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

Wisconsin Lane Closure System Advance Notification

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION		
Lane and shoulder closures	and shoulder closures 7 calendar days		
Full roadway closures	7 calendar days		
Ramp closures	7 calendar days		
Detours	7 calendar days		
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION		
Shoulder Closures	3 calendar days		
Lane closures	3 business days		
Ramp closures	3 business days		
	<u> </u>		

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

Notify the engineer and Construction Program Work Zone and Traffic Engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Schedule of Operations

The department anticipates roadway openings and closings as follows, unless otherwise approved by the engineer:

- STH 32 (Lake Dr) is closed to through traffic. See Detour Plan.
- Local and emergency access is maintained on existing or proposed pavement. A minimum width
 of 16 feet is required for two-way local traffic. Flagging operations must be used when width is
 reduced to less than 16 feet.
- Temporary full closures of STH 32 will be required for storm sewer and water main crossings. Only one full closure may be in place at a time.
- Maintain pedestrian access at all times.
- Maintain access to driveways in the work zone.
- After final restoration, signing, and pavement markings have been completed and accepted by the department, open STH 32 to all lanes of traffic in each direction.

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 32 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day.

stp-107-005 (20210113)

6. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220.

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the project engineer after the contract has been awarded and executed.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

2225-00-73: STH 32 (School Road to Dean Road)

The following utilities will require work during construction:

AT&T Wisconsin has existing aerial and underground communications facilities within the project limits. The existing underground facilities cross the proposed water main, proposed hydrants, and proposed storm sewer at multiple locations. In conjunction with grading operations, AT&T Wisconsin will relocate the existing pedestal at the southeast corner of the Dean Road intersection. AT&T Wisconsin is in the process of migrating customers from their copper network to a fiber network. Should customers transition to fiber optic service, AT&T Wisconsin will discontinue portions of their copper network and remove the retired copper in conjunction with grading, water main, and storm sewer operations. Existing AT&T Wisconsin facilities will need to be adjusted during grading, water main, and storm sewer construction at the locations shown below. It is anticipated that AT&T Wisconsin will need 30 working days to complete their relocations during construction and another 2 working days at each location the copper network is discontinued.

Proposed Improvement requiring AT&T Wisconsin Adjustment	Location (station)
Hydrant	138+73, 29' RT
Hydrant	143+63, 30' RT
Storm Sewer Pipe	158+79, 30' RT
Storm Sewer Pipe	159+07, 27' RT
Hydrant	163+53. 32' RT
Hydrant	167+07, 34' RT
Water Main	218+75, 6' LT
Storm Sewer	218+75, 24' LT
Storm Sewer Pipe & Manhole	218+94, 24' RT
Water Main	234+67, 18' LT
Storm Sewer Pipe	259+69, 28' RT
Curb Ramp	270+98, 48' RT

Everstream has existing underground communications facilities within the project limits. Everstream's existing facilities have several crossings with proposed water main at stations 142+00, 146+50, 149+75, and 158+75. Everstream will adjust their communication facilities in conjunction with water main and grading operations. It is anticipated that Everstream will need 1 working day at each location to complete this work.

Fox Point, Village of – Sewer has existing underground sanitary sewer facilities within the project limits. Adjust manholes as directed by the engineer and shown in the plans and bid items.

Fox Point, Village of – Water has existing underground water facilities within the project limits. Install new water facilities and adjust water valve boxes as shown in the plans and bid items.

Milwaukee Metropolitan Sewerage District (MMSD) – Sewer has existing underground sewer facilities within the project limits. Proposed water main crosses the existing 15" MMSD MIS at station 211+80, 32' RT (Water Main station 29+31.79). In conjunction with water main and grading operations, MIS cover material will need to be exposed, removed, and replaced with crushed stone by MMSD. It is anticipated that MMSD will need 1 working day at each location to complete the work. In conjunction with paving operations, MMSD has one existing manhole to adjust within the pavement resurfacing limits at station 201+66, 20' LT. It is anticipated that MMSD will need 1 working day to complete the work.

We Energies – Gas has existing underground gas facilities within the project limits. We Energies – Gas plans to complete relocations prior to construction based on an anticipated contractor start of April 2025. Throughout the corridor, We Energies – Gas is discontinuing and replacing its existing gas main on the east side of the roadway. At the north end of the corridor, from Gray Log Lane to Dean Road, the proposed main crosses to the west side of the roadway. The proposed gas facilities also cross the roadway at various side roads to link up with existing facilities in adjacent neighborhoods. During construction and in conjunction with grading and paving operations, We Energies – Gas will adjust the following valve boxes.

- V22602 = 142+61, 52' Left
- V13662 = 146+36, 54' Left
- V09487 = 174+65, 31' Right
- V28691 = 216+62, 44' Right
- V28692 = 225+84, 35' Right
- V28695 = 247+54, 38' Right
- V15978 = 254+94, 28' Right
- V24793 = 255+40, 35' Right
- V09548 = 271+56, 26' Left

It is anticipated that We Energies - Gas will need 1 working day to complete each adjustment.

The following utility owners have facilities within the project limits that need adjustments:

We Energies – Electric has existing aerial and underground electric facilities within the project limits. We Energies – Electric plans to complete relocations prior to construction based on an anticipated contractor start of April 2025. We Energies – Electric plans to relocate power pole guy wires at Station 270+97, moving the existing west guy anchor approximately 2' south to resolve a conflict with a proposed curb ramp. We Energies – Electric will discontinue existing facilities under sidewalk adjacent to and crossing Churchill Lane and bore a new underground electric facility from Station 258+99 to Station 259+91, approximately 18' LT across Churchill Lane to accommodate proposed storm sewer.

The following utility owners have facilities within the project limits:

Spectrum has existing aerial and underground communications facilities within the project limits. The existing fiber optic facilities cross the proposed water main at multiple locations. No conflicts are anticipated.

Verizon Business has existing underground communications facilities within the project limits. The existing facilities cross the proposed water main at multiple locations. No conflicts are anticipated.

ID 2225-00-74: Const/Ped Enhancement (6 Locations on Lake Dr)

All coordination was done under Project 2225-00-73.

ID 2225-00-83: Const/Watermain (School Road to Dean Road)

All coordination was done under Project 2225-00-73.

7. Railroad Insurance and Coordination - Union Pacific Railroad Company

A Description

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Union Pacific Railroad Company.

The required insurance is modified per the attached Maintenance Consent Letter (MCL).

Notify evidence of the required coverage, and duration to David C. LaPlante, Director -Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: dclaplante@up.com.

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail jason.kazmierski@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 2225-00-73
- Work Performed on or within 50' of RR right-of-way:
 - 1) Mill, overlay, path/sidewalk replacement, reinstall existing pavement markings, traffic control
 - 2) Traffic control

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	East Green Tree Road	Fox Point / Milwaukee	180103U	Shoreline Sub	105.09
2	North Bell Road	Fox Point / Milwaukee	180104B	Shoreline Sub	105.61

A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	N/A	N/A	2	25	Daily	No switch trains
2	N/A	N/A	2	25	Daily	No switch trains

^{*} Switch trains are in addition to freight and passenger trains.

A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkeckei@up.com for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. None.

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See <u>e-railsafe.com</u> "Information". The security awareness and contractor orientation training are shown under the railroad's name.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

A.7 Contractor Right of Entry

The contractor will be required to obtain a Right of Entry from Union Pacific Railroad prior to working on railroad right-of-way. Contact the person in A.1 Railroad Insurance Requirements at least 45 days prior to start of work. The Right of Entry will be issued at no cost to the contractor. If the contractor pays for the Right of Entry, it will not be reimbursed by the project. The contractor will be required to fill out the attached Maintenance Consent Letter (MCL). Reference A.1 Railroad Insurance Requirements for railroad protective liability insurance requirements. The required insurance is modified per the attached Maintenance Consent Letter (MCL).

stp-107-026 (20240105)

REMS Project: 793753

Agency Project: 2225-00-73

Consent End Date: 10/28/2025



1 of 2

Start Date: 10/28/2024 End Date: 10/28/2025

Maintenance Consent Letter

DOT	MP	Subdivision
180103U	105.09	Shoreline Sub

Jason Kazmierski

WISCONSIN DEPARTMENT OF TRANSPORTATION

141 NW Barstow Street Waukesha, WI 53188

It is the WISCONSIN DEPARTMENT OF TRANSPORTATION'S (**Public Entity**) intention to mill, overlay, reinstall existing pavement markings, and provide traffic control (**Work**) at the location(s) noted above. This letter serves as an acceptance by UNION PACIFIC RAILROAD COMPANY (**Railroad**) of the proposed Work to be performed.

If a contractor is to do any of the Work on Railroad's property, then the Public Entity shall require its contractor to execute and return the attached Contractor Endorsement (**Endorsement**). Under no circumstances will Public Entity's contractor be allowed on Railroad's property without first executing the Endorsement.

This Consent Letter shall be valid for one year or until the Work is completed or this Consent Letter is revoked by the Railroad.

Prior to performing the Work, Contractor agrees to provide forty-five (45) days advance notice to the Railroad Representative identified below.

Leo Craig (817) 901-9560 - Icraig@olsson.com



11/30/2023

Erik Lewis

Manager I

Engineering-Public Projects

UNION PACIFIC RAILROAD

Attn: Engineering-Public Projects
Maintenance Program

1400 Douglas Street MS910

Omaha, Nebraska 68179

REMS Project: 793753

Agency Project: 2225-00-73

Consent End Date: 10/28/2025

Contractor Endorsement

- A. It is the intention of the WISCONSIN DEPARTMENT OF TRANSPORTATION (**Agency**) to perform the scope of work at the location(s) identified in Exhibit A (**Work**) of this Contractor Endorsement (**Endorsement**). As a condition to entering upon UNION PACIFIC RAILROAD COMPANY (**Railroad**) property to perform the Work, contractor acknowledges and agrees to comply with the following conditions.
 - Union Pacific Property Access Training (UP-PAT)

www.up.com/up-pat

Contractor Endorsement-General Terms and Provisions

www.up.com/ce-terms

• Third-party Flagging Requirements

www.up.com/flagging

- Acknowledgement that insurance documentation will be provided to Railroad upon request.
- B. Fiber optics and telecommunication facilities can be present on Railroad property. Prior to performing work that has the potential to impact these facilities, the Agency or its contractor shall follow the procedures outlined on the Railroad webpage link below.

Fiber Optics & Telecommunications (Call Before You Dig) - www.up.com/CBUD

C. Prior to Performing the Work, Contractor agrees to provide forty-five (45) days advance notice to the Railroad Representative identified below.

Leo Craig (817) 901-9560 - Icraig@olsson.com

D. This Endorsement must be executed and sent to the Railroad before the **Consent End Date** above. The terms of this Endorsement shall commence on the date of execution and continue for one (1) year or until such time as contractor has completed the Work. The Work may be terminated within 24 hours' notice by either party. No work may proceed until the terms of this Endorsement have been met and the executed Endorsement is submitted with the \$1,025 administrative fee payment.

Email a scanned copy of the executed Endorsement to <u>upmaintenance@olsson.com</u> Proceed to the next page for payment instructions.

Union Pacific Railroad Company ATTN: Engineering-Public Projects

Maintenance Program 1400 Douglas Street MS910 Omaha, NE 68179

The administrative fee must be submitted by one of the payment remittance methods indicated on the attached Bill. If mailing by check, send the Bill with the check. For ACH or Wire transfers, include the Bill Number in the transmittal notes.

Failure to include the Bill Number with the payment will result in delays.

Company Name				
Contact Name				
Address				
City, ST Zip				
Phone		Email		
Contact Signature			Date	
Payment Method Select Payment Type	☐ Check	□ АСН	☐ Wire 1	Transfer

Exhibit A to Contractor EndorsementProject Scope and Location(s)

Scope of Work

Mill, overlay, reinstall existing pavement markings, and perform traffic control.

Location

Shoreline Subdivision

DOT	Milepost	Street Name
180103U	105.09	East Green Tree Road

8. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

9. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-02). The permit can be found at:

https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp

A certificate of permit coverage is available from the regional office by contacting Nguyen Ly (Design Project Manager) at (262) 548-8739. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

10. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Motorized construction equipment may be operated from 7:00 AM to 7:00 PM Monday through Friday. Motorized equipment may be operated from 7:00 AM to 5:00 PM Saturdays. Do not operate motorized construction equipment on Sundays. Hours of operation beyond those identified require the prior written approval of the engineer and village manager with a minimum 48-hour prior notice.

11. Available Documents.

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Environmental Document
- Design Study Report
- As-Built Drawings
- Traffic Management Plan
- Village of Fox Point 2024 Lake Drive Drainage and Water Main Plans

These documents are available from Nguyen Ly at 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-8739.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

12. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

(2) If the contractor discovers the differing condition, provide a written notice, as specified in 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard spec 104.3.2 and 104.3.3 with the following:

104.3.2 (Vacant)

104.3.3 Contractor Initial Written Notice

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:
 - 1. A written description of the nature of the issue.
 - 2. The time and date of discovering the problem or issue.
 - 3. If appropriate, the location of the issue.
- (2) Provide the additional information specified in 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211)

13. Eliminated Work.

Replace standard spec 104.2.2.5 with the following:

104.2.2.5 Change Orders for Eliminated Work

- (1) The department has the right to partially eliminate or completely eliminate work the engineer finds to be unnecessary for the project. If the department eliminates work, the engineer will send a Work Authorization Form (WAF) directing the contractor to eliminate the work. If the engineer partially eliminates or completely eliminates work, the engineer will issue a contract change order for a fair and equitable amount as specified in standard spec 109.5.
- (2) If the department executes an equalizing change order for the purpose of matching the authorized quantity to the amount of units measured and paid for any bid item, this shall not be considered eliminated work.

Replace standard spec 109.5 with the following:

109.5 Eliminated Work

(1) If the department partially eliminates or completely eliminates work as specified in standard spec 104.2.2.5, the department will pay contractor costs incurred due to that elimination. The department will pay a fair and equitable amount covering all costs incurred as of the date the work was deleted. Immediately submit a certified statement covering all money expended for the eliminated work.

- (2) The department will execute a contract change order for the following costs related to eliminated work:
 - 1. Preparation expenses defined as follows:
 - If preparation for the eliminated work has no value to other contract work, the department will reimburse the contractor in full for that preparation.
 - If preparation for the eliminated work is distributed over other contract work, the department will
 prorate reimbursement based on the value of the eliminated work compared to the total value of
 associated contract work.
 - 2. All restocking and cancellation charges.
 - 3. A markup for applicable overhead and other indirect costs paid as 7 percent of the contract price of the work eliminated, except for the items in noted in 109.5(2)4. The engineer will issue a contract change order based on the net value of the eliminated work and any replacement work included in the change order.
 - 4. If the following bid items are not used at all for the prosecution of the work, the department will eliminate them with a WAF and a contract change modification. A markup for applicable overhead and other indirect costs will be paid as 2 percent of the contract price of the bid item for the work eliminated:
 - 311.0110 Breaker Run
 - 627.0200 Mulching
 - 629.1910 Mobilization Emergency Erosion Control
 - 629.1905 Mobilization Erosion Control
 - 645.0220 Geogrid Type SR

(3) If the department partially eliminates or completely eliminates work, the department may pay for, and take ownership of, materials and supplies the contractor has already purchased.

14. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and Village of Fox Point personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and acceptance of the sanitary sewer and water main construction will be by the Village of Fox Point.

stp-105-001 (20140630)

15. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Sewer, water main, valves, hydrants, and water services

stp-105-002 (20130615)

16. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in PDF format via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g., Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

17. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

- 1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
- 2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
- 3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.
 - The contractor's timetable and surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - Excess and waste materials disposal strategy.
- 4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

623.0200 Dust Control Surface Treatment

624.0100 Water

SPV.0075.01 Pavement Cleanup Project

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

sef-107-005 (20170323)

18. Erosion Control.

Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of topsoil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (414) 750-7495, ryan.pappas@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, mulch/erosion mat, and/or sod top-soiled areas, as the engineer directs, within 4 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

http://dnr.wi.gov/topic/stormwater/standards/const standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

19. Material Stockpile and Equipment Storage.

Submit a map showing all proposed material stockpile and equipment storage locations to the engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width and height; and duration of material stockpile or equipment storage at each location. Do not stockpile material or store equipment until the engineer approves.

SER-107-011 (20220412)

20. Other Contracts

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

The following projects are anticipated to be under construction concurrently with the work under this contract:

Project 1228-03-76

IH 43 North South Freeway
Oak Leaf Trail to Bender Road

WisDOT Contact: Steven Kuhl, P.E.; (414) 531-6932

Project 2225-13-70

V Shorewood, N Lake Drive

Edgewood Avenue to Kensington Boulevard

WisDOT Contact: Kurt Flierl, P.E.; (414) 750-3085; Kurt.Flierl@dot.wi.gov

Project 2225-15-70

C Milwaukee, N Lake Drive

Newberry Boulevard to Edgewood Avenue

WisDOT Contact: Kurt Flierl, P.E.; (414) 750-3085; Kurt.Flierl@dot.wi.gov

Village of Fox Point 2025 Lead Water Service Replacements

Lake Drive

Fox Point Contact: Scott Brandmeier, P.E.; (414) 351-8900 ext. 6624; sbrandmeier@villageoffoxpoint.com

Village of Fox Point 2025 Roadway and Water Main Improvements

Beach Drive

Fox Point Contact: Scott Brandmeier, P.E.; (414) 351-8900 ext. 6624; sbrandmeier@villageoffoxpoint.com

City of Glendale Silver Spring Drive Improvements

27th Street to the Milwaukee River

Glendale Contact: Charlie Imig; (414) 228-1746; c.imig@glendalewi.gov

For all projects, coordinate activities, detours, work zone traffic control, roadway, erosion control and lane closures, and other work items as required with other contracts.

SER-107-012 (20211227)

21. Hauling Restrictions.

Replace standard spec 107.2 with the following:

- (1) Hauling will not be allowed on Dean Road in the Village of Fox Point.
- (2) The Village of Fox Point will allow hauling on Green Tree Road, Calumet Road, Bradley Road, and Santa Monica Boulevard.
- (3) Present to the department and Village of Fox Point, five business days before proposed hauling, a proposed haul route plan detailing haul routes that are not part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the haul route submittal.
- (4) The department and Village of Fox Point will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.
- (5) At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways. Obtain all permits required that may be required, including hauling of materials. Cost of all permits are incidental to the project.

22. Notice to Contractor – Safety.

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and a ANSI 107-2015 Type R, Class 2 safety vest and at all times while within the project footprint. ANSI 107-2015 Type R, Class E safety pants will be required from dusk until dawn while in the project footprint.

The contractor and respective subcontractors shall provide a copy of their current Company Safety Plans to the department at the preconstruction meeting. All workers shall comply with the Safety Plans of their employer. The department will not issue a notice to proceed until all safety plans have been submitted.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to standard spec 108.6 applicable under the contract.

23. Notice to Contractor – Construction Facilities.

Perform work in a fire-safe manner. Keep adequate fire-fighting equipment on site and comply with laws and regulations with respect to fire prevention.

Provide and maintain properly sheltered sanitary convenience for employees. Bathroom facilities shall be placed on grassed areas.

24. Notice to Contractor – Protection of Work.

Protect openings and surface obstructions with barricades, signs or other devices.

Erect and maintain street barricades or other devices for public safety and convenience. Follow applicable laws, regulations, and the Manual on Uniform Traffic Control Devices. Mark hazards within work limits and on detours around work with well-painted, well-maintained barricades, reflectors, electric lights, flashers, and warning and directional signs in quantity and size to protect life and property. Locate and use safeguards to meet changing work conditions.

25. Notice to Contractor – Cleaning.

Clean up materials dropped or fallen from trucks in transit before the end of each workday, at a minimum, and more than once per day as needed.

Remove all dirt and extraneous materials from sewers, water mains and appurtenances affected by the work as the work progresses.

Clean inside and outside of structures and remove and dispose of all unused materials, wastes and debris.

Remove waste and surplus materials, rubbish and construction facilities from the site.

Clean ditches, curb and gutter, catch basins and storm sewers.

All cleaning items listed above are incidental to the contract.

26. Notice to Contractor – Saw Cut Slurry.

Saw cut slurry that may be generated as part of this contract shall be collected and actively managed. Prevent deposition of saw cut slurry into wetlands, drainage courses, and onto private property. Management of saw cut slurry is incidental to the sawing items.

27. Notice to Contractor – Concrete Washout Containment.

All concrete trucks shall wash out into a containment system located sufficiently away from the work area to prevent runoff into wetlands and drainage courses. The contractor shall provide a construction detail and location of the containment system with the ECIP and reviewed by the engineer prior to use.

28. Notice to Contractor – Private Irrigation Sprinkler Systems.

Private irrigation sprinkler systems exist in the project area. Consult the engineer prior to disturbing any private irrigation sprinkler systems.

29. Notice to Contractor – Protecting and Support Utilities.

Protect and support all water, sewer, and other pipes and structures; telephones, cable, fiber optic, communications, conduits, electrical services, gas, pavement, utilities, or other properties, public or private, during the execution of this Work.

In the event of any damage or injury to any property as a result of the Work under this Contract, promptly have the same repaired to the satisfaction of the utility facility at no additional cost to the department.

Existing sub-surface structures in the vicinity of the work to be done are shown on the plans according to the best information available. The department does not, however, guarantee the completeness or accuracy of this information. Any delay or extra cost to the contractor due to encountering structures differing from those shown on the plans shall not constitute a claim for extra payment.

No additional payment will be made for providing design, plans, documents, specifications, and coordination to support various utilities including but not limited to water, sewer, electrical conduits, electrical services, gas, fiber optic, cable, communications, and telephone. Protecting and supporting utilities as described above are considered part of appropriate construction bid item and no additional payment will be made.

30. Notice to Contractor – Village of Fox Point Coordination.

The Village of Fox Point will perform the following work in coordination with the contractor.

- Remove and reinstall white wooden bollards in conflict with the proposed work.
- Remove and reinstall village street signs and wood posts in conflict with the proposed work.
- Install decorative endwalls at locations shown on the plans.

Notify the Village of Fox Point at least 10 business days prior to needing items removed and 10 business days prior to the areas becoming available for installation. The contractor is responsible for restoration after the village-performed work has been completed. The village contact is:

Scott Brandmeier
Director of Public Works
7200 N. Santa Monica Boulevard
Fox Point, WI 53217

Phone: (414) 351-8900 ext. 6624 sbrandmeier@villageoffoxpoint.com

31. Notice to Contractor – Milwaukee County Parks Coordination.

Milwaukee County Parks will remove the wooden Doctors Park sign located in the northeast corner of the STH 32 intersection with Dean Road and reinstall the sign on a new concrete base special constructed by the contractor as shown on the plans. Contractor is responsible for removing the existing concrete base as shown on the plans.

Notify Milwaukee County Parks at least 10 business days prior to needing items removed and 10 business days prior to the new concrete base becoming available for installation. The contractor is responsible for restoration after the Milwaukee County Parks-performed work has been completed. The Milwaukee County Parks contact is:

Chris Kubacki

Landscape Architect & Engineering Supervisor

Phone: (414) 257-4508

chris.kubacki@milwaukeecountywi.gov

32. Existing Inlet Covers, Manhole Covers, and Hydrants.

Existing inlet covers, manhole covers, and hydrants that are not required to be reused on the project are property of the Village of Fox Point. Return these covers and hydrants palletized for handling with a forklift. Contact Scott Brandmeier, Village of Fox Point, at (414) 351-8900 Ext. 6624 at least 3 business days in advance to coordinate the shipment and drop-off location. The salvaging, palletizing, loading, hauling, and delivery of the existing inlet covers, manhole covers, and hydrants are incidental to the items Removing Manholes, Removing Inlets, Reconstructing Manholes, Adjusting Manhole Covers, Adjusting Sanitary Manhole, and Hydrant Assembly with 6-Inch Gate Valve.

33. Public Involvement Meetings.

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests. sef-999-040 (20160915)

34. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638)

Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638)

Chemical Resistance: Inert to most chemicals and acids

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

616.0700.S

Fence Safety

LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

35. Topsoil.

Replace standard spec 625.2 (1) with the following:

(1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand	10%	70%

^{*}Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

Add the following to standard spec 625.2:

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace standard spec 625.3.3 (3) with the following:

(3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

36. Removing Signs Type II.

Replace standard spec 638.3.4 (2) with the following:

Type II signs that are not required to be reused on the project are the Village of Fox Point's property. Carefully stockpile these signs palletized for handling with a forklift. Contact Scott Brandmeier, Village of Fox Point, at (414) 351-8900 Ext. 6624 at least 3 business days in advance to arrange for village pick up.

37. Covering Signs.

Replace standard spec 643.2.3.3(2) with the following:

(2) Ensure that covers are flat black, blank, and opaque.

Add the following to standard spec 643.3.4.1 as paragraph four:

(4) If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless otherwise directed by the engineer.

sef-643-005 (20180104)

38. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Provide the Village of Fox Point Police Department, Village of Fox Point Public Works Department, and the engineer a current telephone number with which the contractor or their representative can be contacted during non-working hours in the event a safety hazard develops.

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone or on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders.

Obtain prior approval from the engineer for the locations of egress or ingress for construction vehicles to prosecute the work.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

Flagging operations shall follow standard spec 104.6.1.(4) of the standard specs and chapter 6E of the WMUTCD.

Replace standard spec 643.3.1.(7) with the following:

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.

SER-643-001 (20170808)

39. Construction Staking Resurfacing Reference.

Replace standard spec 650.3.10 (2) with the following:

Place construction stakes or marks for resurfacing work at 50-foot intervals, minimum, or as the engineer directs.

40. Removing Decorative Headwalls, Item 204.9060.S.01.

A Description

This special provision describes removing existing decorative stone drainage pipe headwalls according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal locations are noted in the plans.

B (Vacant)

C Construction

Remove all stones and masonry that comprise the decorative headwall.

D Measurement

The department will measure Removing Decorative Headwalls as each individual item, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.01 Removing Decorative Headwalls EACH

Payment is full compensation for removing and disposing of materials; and for all incidentals necessary to complete the contract work.

41. QMP HMA Pavement Nuclear Density.

A Description

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 - 1. Selection of test sites.
 - 2. Testing.
 - 3. Necessary adjustments in the process.
 - 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

https://wisconsindot.gov/rdwy/cmm/cm-08-00.pdf

(4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

http://www.atwoodsystems.com/

B Materials

B.1 Personnel

(1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 815.

B.2 Testing

(1) Conform to WTM T355 and CMM 815 for density testing and gauge monitoring methods. Conform to CMM 815.10.4 for test duration and gauge placement.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/default.aspx

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

(1) Compare QC and QV nuclear gauges according to WTM T355.

B.3.2.2 Reference Site Monitoring

(1) Conduct reference site monitoring for both QC and QV gauges according to WTM T355.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.1.
- (3) Determine random testing locations according to CMM 815.10.3.

B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.2.
- (3) Determine random testing locations according to CMM 815.10.3.

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

(1) Determine the pavement density as specified in B.4.2.1.

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

(1) Determine the pavement density as specified in B.4.2.1.

B.4.2.4 Documentation

(1) Document QC density test data as specified in CMM 815. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If two consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

(1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-compared gauge is used for contractor QC tests.
 - C (Vacant)
 - D (Vacant)
 - **E** Payment

E.1 QMP Testing

(1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

E.2 Disincentive for HMA Pavement Density

(1) The department will administer density disincentives as specified in standard spec 460.5.2.2.

E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives as specified in standard spec 460.5.2.3. stp-460-020 (20230629)

42. Temporary Pedestrian Crossings, Item SPV.0060.01.

A Description

This special provision describes furnishing, installing, and removing temporary pedestrian crossings conforming to standard specs 205, 208, 305, 520, 625, 629, 631, 637, 643, and 644, as the plans show, and as follows.

B Materials

Furnish materials as the plans show and engineer directs conforming the standard specs for the following:

Excavation Common	205.2
Borrow	208.2
Base Aggregate Dense	305.2
Culvert Pipe Temporary	520.2
Topsoil or Salvaged Topsoil	625.2
Fertilizer	629.2
Sod and Water	631.2
Temporary Marking Crosswalk	643.2
Temporary Pedestrian Surface	644.2
Temporary Pedestrian Curb Ramp	644.2
Temporary Pedestrian Detectable Warning Field	644.2
Temporary Pedestrian Barricade	644.2

C Construction

Construct the temporary pedestrian crossings at the locations on the plans and as the engineer directs. Utilize temporary culvert pipes, temporary pedestrian surfaces, temporary earthwork, temporary bridges, and temporary railings as needed to ensure ADA-compliant temporary pedestrian crossings of roadway ditches.

Remove all temporary materials after completion of the permanent curb ramp and pedestrian crossing.

Restore disturbed areas at temporary pedestrian crossings with topsoil or salvaged topsoil, fertilizer, sod, and water.

Dispose of all surplus and unsuitable material as specified in standard spec 205.3.12.

D Measurement

The department will measure Temporary Pedestrian Crossings as each individual plan location acceptably completed. A temporary diversion of a pedestrian route from an existing pedestrian facility into or across a roadway and back to an existing pedestrian facility is considered one location.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Temporary Pedestrian CrossingsEACH

Payment is full compensation for all excavating, grading, placing borrow, base aggregate, shaping, and compacting; for providing and placing temporary culvert pipes, topsoil or salvaged topsoil, fertilizer, sod, and water, temporary crosswalk markings, temporary pedestrian surfaces, temporary pedestrian curb ramps, temporary pedestrian detectable warning fields, and temporary pedestrian barricades; for furnishing and placing ADA-compliant roadway ditch crossings; for removing all temporary materials; for restoring disturbed areas; and for disposing of surplus materials at each temporary pedestrian crossing location.

Traffic control drums, traffic control signs, and traffic control barricades will be paid for separately.

43. Utility Line Opening (ULO), Item SPV.0060.02.

A Description

This special provision describes excavating to uncover utilities/infrastructure for the purpose of determining location and elevation and potential conflicts with proposed work as directed by the engineer. The location of existing utilities and infrastructure needed to complete the contract work shall be addressed independent of this provision. This item does not remove the contractor's obligation to locate utilities as required by state and federal law.

B (Vacant)

C Construction

Comply with s.182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

All ULO shall be directed by the engineer in writing. Notify the engineer and infrastructure/utility owner or their agents 3 working days in advance so that they may be present when excavation work commences.

Provide documentation to the engineer including coordinates/elevations or referenced to alignment/offset. Document the size and/or diameter, composition, and a description of each infrastructure/utility. Supply digital photographs of the uncovered infrastructure to the engineer in .jpeg format for future reference.

Backfill the excavation with suitable backfill, thoroughly compact, replace pavement over utility line opening trenches which are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation.

D Measurement

The department will measure ULO by each individual unit, acceptably completed. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. ULO include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.02Utility Line OpeningEACH

Payment is full compensation for the excavation required to expose the utility line; measuring lateral and depth measurements of the utility line; providing required documentation of measurements to the engineer; backfilling with engineer approved material; compacting the backfill material; restoring the site; cleanup, and maintenance of ULO location during construction.

Existing pavement, concrete curb and gutter, and sidewalk removals necessary to facilitate utility line openings are not considered part of or paid for under ULO but are considered separate and measured and paid for separately as removal items. Granular backfill, pavement replacement material, concrete curb, gutter, and sidewalk items will also be considered separate from ULO and will be measured and paid for separately.

44. Concrete Base Special, Item SPV.0060.03.

A Description

This special provision describes construction of a special concrete base for the Doctors Park wooden sign located in the northeast corner of the STH 32 intersection with Dean Road according to the requirements of standard spec 654 and the details as shown on the plans.

B Materials

Conform to standard spec 654.2 and the construction detail for Concrete Base Special.

C Construction

Conform to standard spec 654.3 and the construction detail for Concrete Base Special.

D Measurement

The department will measure Concrete Base Special by each unit, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.03

Concrete Base Special

EACH

Payment is full compensation for providing concrete bases; for anchor templates, roads, nuts, and washers; for bar steel reinforcement; for excavating, drilling, and backfilling; and for providing and removing casing.

45. Pipe Connection to Existing Structure, Item SPV.0060.31.

A Description

This special provision describes connecting new storm sewer pipe to existing structure.

B Materials

Conform to standard spec 608.2 and standard spec 611.2.

C Construction

Conform to standard spec 607.3 and standard spec 611.3.

D Measurement

The department will measure Pipe Connection to Existing Structure by each pipe connected, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.31

Pipe Connection to Existing Structure

EACH

Payment is full compensation for performing all work; excavation, backfilling, furnishing, masonry and fittings; disposing of surplus material, coring holes in existing structure to connect new pipe; and installing all materials, couplings, concrete collars, and pipe.

46. Manhole Covers Special, Item SPV.0060.32.

A Description

This special provision describes manhole covers special. The work under this item shall be according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

The manhole cover shall be a Neenah R-1689 or equivalent.

C Construction

Conform to standard spec 611.3.

D Measurement

The department will measure Manhole Covers Special by each unit in place, furnished, installed, and acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.32Manhole Covers SpecialEACH

Payment is full compensation conforming to standard spec 611.5.

47. Inlet Covers Special, Item SPV.0060.33.

A Description

This special provision describes inlet covers special. The work under this item shall be according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

The inlet cover shall be a Neenah R-2595-A or equivalent.

C Construction

Conform to standard spec 611.3.

D Measurement

The department will measure Inlet Covers Special by each unit in place, furnished, installed, and acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.33Inlet Covers SpecialEACH

Payment is full compensation conforming to standard spec 611.5.

48. Hydrant Assembly with 6-Inch Gate Valve, Item SPV.0060.40.

A Description

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for water main installation required in these specifications and on the drawings. This work shall comply with "Standard Specifications for Sewer and Water Construction in Wisconsin" (SWS) and State of Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction.

B Materials

B.1 Hydrant

- a. Fire hydrants shall be manufactured to conform to requirements of AWWA Standard for Dry Barrel "Traffic Model" Break A Way Fire Hydrants ANSI/AWWA C 502 85 or latest revision thereof and shall be listed by Underwriters Laboratories and Factory Mutual Research Corp. Cast marks or other permanent means shall be used to identify the fire hydrant as conforming to these standards. Hydrants shall be painted standard red.
- b. Hydrants shall have frangible sections near the ground line designed to break on impact and conform to Section 3.1 of AWWA C502 85. The frangible section shall be designed to complete a full 360-degree rotation or any increment thereof.
- c. The contractor shall remove and replace existing hydrant, hydrant valve, hydrant lead, cut and replace 12"x6" or 8"x6" tee on existing 12" water main. (All inclusive).
- d. Expose, cut, and remove existing 12" x 6" or 8"x6" tee. Install new 12" x 6" tee with mega lug. Install short section of 12" PVC or 8" PVC on sides of the Tee and utilize Hymax sleeve/coupling to reconnect to the existing main. Install 6-inch valve on the 12" x 6" or 8"x6" anchor tee. A minimum spacing 3 feet from hydrant valve to hydrant.
- e. According to available record drawings, the approximate depth of existing water main/hydrants 6.5 and 7.5 feet. The contractor shall expose existing hydrant and determine the bury depth in field as defined in Section 3.2.5 of AWWA C502 85.
- f. Any hydrant bury extension shall be considered incidental and no additional payment will be made to contractor.
- g. Wrap the hydrant with polyethylene film prior to backfill, disregarding this section will result in the cost of repainting of hydrant born by contractor.
- h. Secure hydrant valves directly to hydrant leads with the following:

- i. Mechanical joint anchoring type hydrant tees
- j. Mega lugs
- k. Fused MJ Adaptor
- I. Provide minimum 5.5 feet cover over lead
- m. Install polyethylene wrap
- n. Buttresses: Follow SWS 4.3.13
- Install side mount fiberglass spring mounted hydrant marker or equal approved by the village Water Department.
- p. Work under this Item shall consist of furnishing and installing the specified hydrants, including 6" hydrant resilient wedge valves, hydrant anchoring tees, 6" diameter PVC or HDPE hydrant branch leads, valve boxes and covers as shown in File No. 38, Section IX of the SWS, except that gate valve adaptors shall be used.
- q. Hydrant lengths shall be sized for the specific installation. Hydrant nozzles shall be 18" 24" above the center of the paved roadway. It will be contractor's responsibility to verify in field and determine the length of hydrant bury prior to place order and installation. Crushed stone, as specified in Section 6.43.6 of SWS shall be placed below the hydrant base to at least 6" above the drain holes.
- r. The minimum bury length shall be 6.5 feet (distance from ground line to bottom of the connecting pipe) as defined in Section 3.2.5 of AWWA C502 85.
- s. Hydrant shall have two 2½" hose nozzles and one 4½" pumper nozzle. All nozzles shall be at the same elevation. Nozzle threads shall be national Standard Fire Hose Screw Thread as described in Appendix A of AWWA C502 85. Nozzle caps shall have a pentagon 1½" point to flat nut configuration, the same as the hydrant operating nut. Nozzle caps shall be provided with chains and gaskets. Nozzles shall be reverse threaded into the upper barrel and shall be mechanically locked in place. Lead connections will not be accepted.
- t. Hydrant operating nut shall be Ductile Iron Pentagon design 1½" point to flat weather shield type conforming to Section 3.2.9.7 of AWWA C502 85.
- u. Hydrant shall open left (counterclockwise).
- v. The main valve seat ring shall thread into a bronze sub seat providing a bronze to bronze threaded connection.
- w. Hydrant lubrication shall be of non toxic all-weather grease providing proper permanent lubrication.
- x. A thermoplastic thrust washer shall be used to minimize friction against the thrust collar while opening the hydrant.
- y. Use stainless fasteners on all hydrants above and below grade. Install stainless bolts that are above grade with "Never Seize" applied to the threads. Replace bolt length as same length.

B.2 6-Inch Hydrant Gate Valve

6-Inch Hydrant Gate Valve shall conform to the same standards laid out in the Gate Valve and Valve Box 8-Inch and the Gate Valve and Valve Box 12-Inch special provisions.

B.3 Ductile Iron Fittings: SWS 6.22

- a. All fittings shall be wrapped in polyethylene according to Section 4.4.4 and Chapter 8.21.0 of the SWS, and shall also be restrained according to Section 4.3.13 and Chapter 4.10.0 of the SWS.
- b. All the tee, bends, offsets and other fittings shall be MJ. Lubricant shall be applied to rubber gaskets.
- c. No foreign fittings.
- d. Secure hydrant valves directly to hydrant leads with the following:
 - i. Mechanical joint anchoring type hydrant tees
 - ii. Mega lugs
 - iii. Fused MJ Adaptor

- iv. Provide minimum 5.5 feet cover over lead
- v. Install polyethylene wrap
- vi. Buttresses: Follow SWS 4.3.13
- e. Install side mount fiberglass spring mounted hydrant marker or equal approved by the village Water Department.

C Construction

Hydrants shall be constructed at locations shown on the plans. Hydrants shall be located as shown or as directed in a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized.

All hydrants shall stand plumb and shall have the pumper nozzle aligned as per the municipality's direction. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground or as directed. Each hydrant shall be connected to the main with a 6-inch branch controlled by an independent gate valve.

Where a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand, from the bottom of the trench to at least 6 inches above the waste opening in the hydrant and to a distance of 12 inches around the elbow.

Wherever a hydrant is set in clay or other impervious soil, a drainage pit shall be 2 feet in diameter and 3 feet deep shall be excavated below each hydrant and filled compactly with coarse gravel or crushed stone mixed with coarse sand, under and around the elbow of the hydrant to a level of 6 inches above the waste opening.

The bowl of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete backing. Block or approved mechanical joint lugged retainer glands may be used.

Elevation of breakaway flange shall be set at a minimum of 1 inch and a maximum of 4 inches above proposed grade.

Provide drain pocket at base of hydrant of 1.5 cubic yards of crushed stone or rock conforming to requirements of ASTM C33, Gradation Number 2. Backfill and compact as specified for adjacent water main.

Hydrant inlet shall be a restrained joint designed for use with ductile iron, cast iron, HDPE, and PVC pipe materials.

Inlet shall incorporate a stab-fit design using a single Type 304 stainless steel fastener and heat-treated ductile iron grippers. The assembly of mechanical joint restrainers using multiple fastens or wedge bolts that point load the pipe are not permitted.

The join design shall work with the pressure to achieve joint restraint. All accessories shall be factory installed.

Hydrants connected to the existing/abandoned watermain shall be removed and the hydrant lead bulkheaded. Removal of hydrants connected to the existing/abandoned watermain is incidental to the hydrant item.

D Measurement

The department will measure Hydrant Assembly with 6-Inch Gate Valve by each hydrant assembly, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER DESCRIPTION UNIT SPV.0060.40 Hydrant Assembly with 6-Inch Gate Valve EACH

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, plugs, fittings, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, cutting, cleanup, disinfection, restoration, and incidentals necessary to complete the work.

49. Gate Valve & Valve Box 8-Inch, Item SPV.0060.41; Gate Valve & Valve Box 12-Inch, Item SPV.0060.42.

A Description

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for water main installation required in these specifications and on the drawings. This work shall comply with "Standard Specifications for Sewer and Water Construction in Wisconsin" (SWS). Work under this Item shall consist of furnishing and installing the specified main valves, valve boxes, covers, gate valve adaptors, and specified fittings as shown in Section IX of the SWS.

B Materials

B.1 Resilient Wedge Gate Valves

Resilient Wedge Gate Valves shall be manufactured and tested to the requirements of AWWA Standard C 509 and C 500 as applicable. In addition to the requirements of the AWWA Standards, the valve shall meet the following specifications:

- a. Valves shall have a 250 PSI design pressure rating and a test pressure of 500 PSI. The pressure rating shall be cast on the outside of the valve.
- b. Valve body, bonnet and gate shall be cast of Ductile Iron conforming to ASTM A-536.
- c. Shell thickness of body and bonnet component shall conform to Table 2 Sec. 4.4 of AWWA C-509 Standard. Thin wall valves are not permitted.
- d. Exterior and Interior Coatings: Valve body and bonnet shall be coated on all exterior and interior surfaces with a fusion bonded epoxy conforming to the requirement of AWWA Standard for protective coatings for valves and hydrants C-550-81. Manufacturer shall certify that the coating will conform to the following sections of the standard.
- e. All exterior bolts, nuts or other fasteners below the ground line shall be stainless steel, including the 2-inch operating nut.
- f. All valve rubbers are to be lubricated. Install all valves with Mega Lugs.
- g. Manufacturers: Mueller or approved equal.

B.2 Valve Box

Furnish valve boxes according to Chapter 8.29.0 of SWS, except as modified below.

- a. Tyler, Model 6860, Size G 3-piece, screw type box with 5¼" shaft and no tilt drop cover marked "Water". MWW style lid.
- b. Valve box length as required for depth of cover shown on Drawings.
- c. Install Valve box on "Gate Valve Adaptor".

B.3 Fittings

- a. Compact style according to AWWA C153 Tyler/Union.
- b. Mechanical joint, Mega Lug retainer glands shall be installed at all fitting locations.
- c. Cement lined, AWWA C104.
- d. Couplers Hymax or equal approved by municipality.
- e. Anchoring Tees Tyler or approved equal are required on all hydrant leads.
- f. Bolts: Cor-Ten Blue Steel, AWWA C153.

C Construction

All gate valves shall be constructed at the locations shown on the plans.

Support valves in vertical position on level.

Existing valve boxes connected to the existing/abandoned watermain shall be removed. Removal of existing valve boxes connected to the existing/abandoned watermain is incidental to the valve item.

Adjustment of proposed valves is incidental to the valve item.

Manipulation of existing valves required for construction work shall be performed only by the municipality.

Valve replacement at Juniper Lane shall impact the existing water main for a minimum amount of time. This water main is a main water supply from the Village Hall.

D Measurement

The department will measure Gate Valve & Valve Box (Size) by each individual unit, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.41Gate Valve & Valve Box 8-InchEACHSPV.0060.42Gate Valve & Valve Box 12-InchEACH

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, fittings, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, cutting, cleanup, disinfection, restoration, and incidentals necessary to complete the work.

50. 1.25-Inch Corporation Stop, Item SPV.0060.43;

- 1.5-Inch Corporation Stop. Item SPV.0060.44:
- 2-Inch Corporation Stop, Item SPV.0060.45;
- 1.25-Inch Curb Box, Item SPV.0060.46;
- 1.5-Inch Curb Box, Item SPV.0060.47;
- 2-Inch Curb Box, Item SPV.0060.48.

A Description

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for water main installation required in these specifications and on the drawings. This work shall comply with "Standard Specifications for Sewer and Water Construction in Wisconsin" (SWS).

B Materials

B.1 Corporation Valves

- All brass service fittings furnished shall meet or exceed the latest revision(s) of the following applicable standards: ANSI/AWWA C800 and/or ANSI/NSF Standard 61.
- b. Must withstand 150 PSI pressure test.
- c. The following manufacturers are acceptable.
 - Mueller H 15000
 - Ford FB-600
 - AY McDonald

B.2 Curb Valves

- a. Must withstand 150 PSI pressure test.
- b. The following manufacturers are acceptable.
 - Mueller H15154- w/Minneapolis thread.
 - Ford B22- w/Minneapolis thread.
 - AY McDonald

B.3 Curb Boxes

Curb boxes shall meet the requirements of Chapter 8.25.0 of SWS.

- a. The following manufacturers are acceptable.
 - Mueller H-103 series.
 - Ford EM-2
 - AY McDonald
- b. Extended length shall be 61/2'.
- c. Provide for extensions if longer than 61/2' (Incidental, no additional cost).
- d. Teflon tape on threaded joints.

B.4 Unions

- a. The following manufacturers are acceptable.
 - Mueller H 15400.
 - Ford C22
 - AY McDonald

B.5 Tapping Saddles

- a. For taps on PVC water main use a double bolt all stainless saddle Smith Blaire 264 series, Romac SS1, Power Seal 3121AS or equal, with female CC Port, minimum 15" width. For taps on HDPE water main use an electrofusion saddle.
- b. The contractor shall tap all services on HDPE water main with electrofusion tapping saddle.

B.6 Corporation Stops

Corporation stops shall be AY McDonald 74701BQ or approved equal and meet the requirements of Chapter 8.30.0 of Standard Specifications.

B.7 Curb Stops

Curb stops shall be AY McDonald 76104Q or approved equal and shall meet the requirements of Chapter 8.31.0 of Standard Specifications.

B.8 Pipe Stiffeners

Pipe stiffeners must be used at all mechanical connections.

C Construction

All water services shall be live tapped into the new water main with a tapping saddle.

Contractor shall field verify the location of all laterals prior to installing tapping saddle.

Curb Boxes shall be installed at the locations indicated on the plans. Support curb boxes in vertical position on level.

Existing curb boxes shall be removed. Removal of existing curb boxes is incidental to the curb box item.

Adjustment of proposed valves is incidental to the valve item.

D Measurement

The department will measure Corporation Stop and Curb Box by each individual unit, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.43	1.25-Inch Corporation Stop	EACH
SPV.0060.44	1.5-Inch Corporation Stop	EACH
SPV.0060.45	2-Inch Corporation Stop	EACH
SPV.0060.46	1.25-Inch Curb Box	EACH
SPV.0060.47	1.5-Inch Curb Box	EACH
SPV.0060.48	2-Inch Curb Box	EACH

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, fittings, tapping saddle, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, cutting, cleanup, disinfection, restoration, and incidentals necessary to complete the work.

51. Cap and Abandon Existing Water Main, Item SPV.0060.49.

A Description

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for water main installation required in these specifications and on the drawings. This work shall comply with "Standard Specifications for Sewer and Water Construction in Wisconsin" (SWS).

B Materials

Fittings shall be compact style with AWWA C153. Bolts shall be Cor-Ten Blue Steel, AWWA C153.

Backfill granular grade 1 shall conform to standard spec 305.

C Construction

Contractor shall cap and abandon all sides of existing water main that is shown on the plans to be abandoned. Contractor shall cap existing water main and secure with MJ restrained joints.

Mega-lug restrainers or approved equal shall be used where thrust restraint is required. In addition, concrete buttress may also be used in conjunction with the mega-lug restraint.

Backfill and compact abandoned structures with backfill granular grade 1 in 12-inch lifts.

D Measurement

The department will measure Cap and Abandon Existing Water Main by each location, acceptably abandoned.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49	Cap and Abandon Existing Water Main	EACH

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, fittings, bulkheads, thrust restraint, sheathing, shoring, dewatering, cutting, cleanup, disinfection, restoration, and incidentals necessary to complete the work.

52. Adjusting Sanitary Manhole, Item SPV.0060.50.

A Description

This work includes adjusting sanitary manholes to an elevation as determined by the engineer as well as installing frame and lid, internal/external frame/chimney seal, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and as hereinafter provided.

Add or remove cast iron adjusting rings as needed. This item applies to structures to be lowered less than 6 inches or raised less than 12 inches.

B Materials

B.1 General

Furnish internal/external manhole seal by Adapter Inc., external seal by Cretex, or equal as approved by the village engineer.

B.2 Backfill Slurry

Backfill slurry shall meet the material and construction requirements of section 8.43.8 of the SSSW.

C Construction

C.1 General

The location of existing sanitary manholes to be adjusted is indicated on the plans. Adjust these items as shown in the plans. Adjust manholes as necessary so that the frames and lid when placed will be at the established required grade.

Set the frames and lids accurately, so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements. Place a 6- foot straightedge over the centerline of each frame parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the 2 measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If the frame is higher than the adjacent pavement, then make the 2 measurements at each end of the straightedge and average them.

Install seals according to the manufacturer's recommended installation procedures. Furnish and use backfill slurry in the manhole excavation area to existing surface or to appropriate depth for pavement restoration. Salvage and reinstall existing frames and lids.

C.2 Surface Preparation

Remove manhole cover and power wire brush the lower 3 inches of the manhole frame to remove any loose rust or scale and repair any imperfections by either grinding smooth or filling with mortar. A smooth, clean sealing surface is required. Realign the casting if it is offset more than approximately 2 inches from the chimney. Remove all loose and protruding mortar and brick from the upper 7-Inch chimney and clean surface by power wire brushing. Provide a 4-Inch wide sealing surface starting 2 inches down from the bottom of the frame.

All sealing surfaces must be circular, reasonably smooth, clean and free of any loose material or excessive voids. If such a surface does not exist for the bottom of the sleeve to seal against, use one-component, quick-set, high strength, non-shrink, polymer modified patching mortar which has been formulated for vertical or overhead use. If the bottom of the sleeve is to seal against the top of an eccentric (straight side) cone and an inadequately high vertical surface does not exist, contact the manufacturer to obtain details to build the required vertical surface.

Use caulk to fill minor irregularities in the bottom sealing surface. The caulk shall be a butyl rubber caulk conforming to AASHTO M-198, Type B. Apply a single bead of the caulk to the center portion of the lower sealing surface of the sleeve.

Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

C.3 Manhole Seal

Adjusting rings and manhole frames shall be set with butyl rubber sealant troweled into a 1/4-inch-thick layer over the entire surface areas of the top of cone and all adjusting rings.

D Measurement

The department will measure Adjusting Sanitary Manhole as a unit at each location, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER DESCRIPTION UNIT SPV.0060.50 Adjusting Sanitary Manhole EACH

Payment is full compensation for providing and installing all required materials including adjusting rings, internal/external frame/chimney seals, and masonry and fittings; for salvaging and reinstalling existing or new covers, including frames and lids; for excavating, backfilling, and compacting; for furnishing and placing backfill slurry; for disposing of surplus materials; and for cleaning out and restoring the structure.

53. Adjusting Water Valve Boxes, Item SPV.0060.51.

A Description

This special provision describes the adjustment of existing water valve boxes to match the proposed finish grade, by screwing or sliding the valve box top section, as shown in the plans and as hereinafter provided.

B (Vacant)

C Construction

C.1 Water Valve Boxes

Adjust water valve boxes vertically as required by contractor operations. The top of valve boxes and manhole castings shall be set 1/4 inch below the finished asphaltic grade. Protect the top section of the box. Provide a new top section if broken.

Correct the condition of the valve if the Village of Fox Point determines the valve is inoperable even after pavement is installed at the contractor's expense. Make corrections within five days of notification by the village.

D Measurement

The department will measure Adjusting Water Valve Boxes as each individual unit, acceptably completed, regardless of the number of adjustments made to the valve box.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.51Adjusting Water Valve BoxesEACH

Payment is full compensation for providing all required materials; for removing, reinstalling and adjusting the valves. The contractor shall replace valves rendered unusable by the contractor's operations or rendered inoperable by the Village of Fox Point at no expense to the village.

54. RRFB System STH 32 NB at Barnett Ln assembly, Item SPV.0060.61; RRFB System STH 32 SB at Holly Ct assembly, Item SPV.0060.62;

RRFB System STH 32 NB at Green Tree Rd assembly, Item SPV.0060.63;

RRFB System STH 32 SB at Green Tree Rd assembly, Item SPV.0060.64;

RRFB System STH 32 NB at Bridge Ln assembly, Item SPV.0060.65;

RRFB System STH 32 SB at Bridge Ln assembly, Item SPV.0060.66;

RRFB System STH 32 NB at Beach Dr assembly, Item SPV.0060.67;

RRFB System STH 32 SB at Beach Dr assembly, Item SPV.0060.68;

RRFB System STH 32 NB at Fox Ln assembly, Item SPV.0060.69;

RRFB System STH 32 SB at Fox Ln assembly, Item SPV.0060.70;

RRFB System STH 32 NB at Dean Rd assembly, Item SPV.0060.71;

RRFB System STH 32 SB at Dean Rd assembly, Item SPV.0060.72.

A Description

This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered, and pedestrian activated. The assemblies shall be wirelessly controlled and multiple units shall be synchronized. This specification is according to requirements contained in FHWA interim approval 1A-21 dated March 20, 2018 for flashing requirements and beacon operation.

B Materials

Furnish a RRFB system with multiple assemblies. Each assembly may consist of, but not limited to, light indications, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

B.1 Light Indications

- 1. Each indication shall be a minimum size of approximately 7" wide x 3" high with 8 high power LEDs
- 2. Two indications shall be installed on an assembly facing in the direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
- A 6 LED or approved equal indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
- 4. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
- 5. The light intensity of the indications shall be certified to meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class 1(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 and be available upon request
- 6. Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
- 7. All exposed hardware shall be anti-vandal.
- 8. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
- 9. To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.

B.2 Sign

1. All signs shall be supplied and installed under a separate bid item in signing plan quantities. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field. The R10-25 9" x 12" push button sign is incidental to this assembly.

B.3 Control Circuit

- The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be FHWA approved and engineer programmed.
- 2. The controller shall be one of the following:
 - Web enabled to allow for remote programming and system diagnostics. Including flash time, flash pattern and report system information, such as battery voltage, and temperature.
 - On-board user interface that provides system diagnostics and allows system setting changes.
 - Approved equal.
- 3. The flashing output shall have 75 flashing sequences per minute during each 800 millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:
 - The RRFB indication on the left side shall be illuminated for approximately 50 milliseconds.
 The RRFB indication on the right side shall be dark for approximately 50 milliseconds.
 - Both RRFB indications shall be dark for approximately 50 milliseconds.
 - The RRFB indication on the left side shall be dark for approximately 50 milliseconds. The RRFB indication on the right side shall be illuminated for approximately 50 milliseconds.

- Both RRFB indications shall be dark for approximately 50 milliseconds.
- The RRFB indication on the left side shall be illuminated for approximately 50 milliseconds.
 - The RRFB indication on the right side shall be dark for approximately 50 milliseconds.
- Both RRFB indications shall be dark for approximately 50 milliseconds.
- The RRFB indication on the left side shall be dark for approximately 50 milliseconds. The RRFB indication on the right side shall be illuminated for approximately 50 milliseconds.
- Both RRFB indications shall be dark for approximately 50 milliseconds.
- Both RRFB indications shall be illuminated for approximately 50 milliseconds.
- Both RRFB indications shall be dark for approximately 50 milliseconds.
- The RRFB indication on the left side shall be dark for approximately 50 milliseconds. The RRFB indication on the right side shall be illuminated for approximately 50 milliseconds.
- Both RRFB indications shall be dark for approximately 250 milliseconds.
- 4. Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
- 5. The control circuit shall be installed in an IP67 NEMA rated enclosure or NEMA 3R.
- 6. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series, Carmanah RRFB or approved equal.
- All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

B.4 Beacon Operation:

- 1. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
- 2. All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
- 3. If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a Push Button To Turn On Warning Lights (R10-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector. See signing plan
- 4. The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.
- 5. The predetermined flash period shall be immediately initiated each and every time that a pedestrian pressing a pushbutton detector.
- 6. A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

B.5 Battery

- 1. The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
- 2. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications or battery system that is 14Ah or 48AR Gel Battery and is suitable for usage model and system autonomy requirements or approved equal.
- 3. All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
- 4. The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).

- 5. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series or approved equal.
- 6. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. Solar calculations shall be provided.

B.6 Wireless Radio

- 1. Radio control shall operate on 900 MHz frequency hopping spread spectrum network or 2.4 GHz ISM band mesh network radio
- 2. Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
- 3. The Radio shall synchronize all of the remote light indications so they will turn on within 120 msec of each other and remain synchronized through-out the duration of the flashing cycle.
- 4. Radio systems shall operate from 3.6 vdc to 15vdc
- 5. The Radio unit shall have an LCD display to program flash time and communicate system information, such as battery voltage, battery temperature and solar charge level an onboard diagnostics.
- 6. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

B.7 Pushbutton

- 1. Ensure APS push button complies with US Access Board's Guidelines for Accessible Public Rights of Way (PROWAG) Section R306. In addition, ensure that the APS complies with and provides operation consistent with requirements of Sections 4E.09 through 4E.13 of the 2009 Edition of the Federal Highway Administration publication, Manual on Uniform Traffic Control Devices and conforms to all of the following requirements:
- 2. The push button shall be the Polara iNX
- 3. Sunlight visible "yellow LED" lights when the button is pushed and remains on until the RRFB stops flashing.
- 4. Audible "Tick" sound is heard each time the button is pushed, as well as tactile feedback given.
- 5. Extended push button can turn on boost volumes.
- 6. All audible sounds automatically adjust in volume in relation to ambient noise level.
- 7. Audio Amplifier Power Output: 10 W, 8 ohm, weatherproof.
- 8. Provide separate volume controls for locator tone, walk message, and extended button volumes.
- 9. Volume Control Automatic Adjustment Range: 35 dB max.
- 10. Microphone For Ambient Noise approximate frequency range: 170 Hz to 2.3 kHz.
- 11. Audible Locating Tone: 880 Hz plus harmonic, 0.1-second duration, 1-second interval. All tones shall meet MUTCD requirements.
- 12. Optional standard locating tone, and multiple voice message languages.
- 13. All sounds are synchronized. Sound alternate in front of the pedestrian and behind the pedestrian during the walking and/or ped clearance phase ("Ping Pong" feature).
- 14. Temperature Range: -50 degrees F to 185 degrees F.
- 15. Pedestrian Push Button Interface accepts 10-24 V DC.
- 16. Dimensions: Length: 14.0-Inch, Width: 9-Inch, Depth: 2.6-Inch.
- 17. Frame: cast aluminum, powder coated yellow.
- 18. Face Plate: aluminum, powder coated, painted black background.
- 19. Arrow Push Button: aluminum, powder coated. Direction of arrow can adjust to one of four directions.

- 20. Push Button: ADA compliant, cast aluminum, nickel plated, powder coated. Speaker: 8 ohm, 10 W MAX, weather proof.
- 21. Include a Pedestrian Push Button sign that shall be mounted to each push button assembly.
- 22. The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
- 23. Pushbutton shall be ADA compliant.
- 24. Pushbutton facing sidewalk area that is accessible to wheelchair person

B.8 Solar Panel

- 1. The Solar Panel shall provide a minimum of 10 watts and maximum of 55 watts at peak total output or approved equal.
- 2. The Solar Panel shall be affixed to an aluminum plate and bracket, at minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
- The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket, to allow for maximum solar collection and optimal battery strength or approved equal.
- 4. The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).

B.9 Pedestal Shaft

- 1. Shall meet the requirements as set forth in standard spec 657.
- 2. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
- 3. Shall be a 13' Schedule 80 pipe raw aluminum.
- 4. Shall be per SDD 09E07
- Incidental to RRFB
- 6. See signing plan for locations

B.10 Pedestal Base

- 1. Shall meet the requirements as set forth in standard spec 657.2.5.
- 2. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
- 3. The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
- 4. Shall be per SDD 9C3
- Incidental to RRFB

B.11 Concrete Base

- 1. Shall meet the requirements as set forth in standard spec 654.2, as applicable.
- 2. The concrete base shall be a Type 1 base per SDD 09C02 type 1 base
- 3. Drilling of shaft is incidental to base.
- Incidental to RRFB

B.12 Anchor Bolts

- 1. The anchor bolts shall be galvanized steel 1" x 42".
- 2. Set of 4 includes lock washer and nut.
- 3. Incidental to RRFB

B.13 Crosswalk Illuminator

- 1. Each illuminator shall be a minimum size of approximately 4.5" wide x 3.5" high and 4.5" deep with 2 high power LEDs.
- 2. The crosswalk illumination shall be mounted above the pedestrian crossing sign.
- 3. It shall have 2 LEDS, with a color temperature of 6,500 K.
- 4. The beam light shall project outward illuminating the middle of the cross walk and the flood flight shall illuminate the approach area of the crosswalk.
- 5. The minimum illuminance shall be 20 LUX for a two lane crosswalk.
- The bracket shall be made of adjustable aluminum, and all exposed hardware shall be antivandal.
- 7. The lights shall have a minimum operating temperature range of -40° to 176°F (-40° to 80°C) with a wind rating of up to 120 MPH and ingress protection rating of 66.

C Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. NOTE: The RRFB's back-to-back assemblies include an RRFB facing both NB and SB.

D Measurement

The department will measure Rectangular Rapid Flashing Beacon System (Location) by the individual unit, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item.

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.61	RRFB System STH 32 NB at Barnett Ln Assembly	EACH
SPV.0060.62	RRFB System STH 32 SB at Holly Ct Assembly	EACH
SPV.0060.63	RRFB System STH 32 NB at Green Tree Rd Assembly	EACH
SPV.0060.64	RRFB System STH 32 SB at Green Tree Rd Assembly	EACH
SPV.0060.65	RRFB System STH 32 NB at Bridge Ln Assembly	EACH
SPV.0060.66	RRFB System STH 32 SB at Bridge Ln Assembly	EACH
SPV.0060.67	RRFB System STH 32 NB at Beach Dr Assembly	EACH
SPV.0060.68	RRFB System STH 32 SB at Beach Dr Assembly	EACH
SPV.0060.69	RRFB System STH 32 NB at Fox Ln Assembly	EACH
SPV.0060.70	RRFB System STH 32 SB at Fox Ln Assembly	EACH
SPV.0060.71	RRFB System STH 32 NB at Dean Rd Assembly	EACH
SPV.0060.72	RRFB System STH 32 SB at Dean Rd Assembly	EACH

Payment is full compensation for providing and installing a fully operational RRFB system consisting of multiple assemblies.

55. Pavement Cleanup Project, Item SPV.0075.01.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, paths, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, paths, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, paths, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- STH 32 (Lake Drive)
- And all other roadways approved by the department for construction hauling and equipment use

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

D Measurement

The department will measure Pavement Cleanup Project by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours.

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0075.01Pavement Cleanup ProjectHR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

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56. Concrete Ditch Bottom, Item SPV.0090.01.

A Description

This special provision describes constructing concrete lined ditches according to the pertinent provisions of standard spec 601, the plan details and as hereinafter provided.

B Materials

Conform to standard spec 601.2 and the construction detail included on the plans.

C Construction

Conform to standard spec 601.3 and the construction detail included on the plans. Place the concrete ditch bottom to maintain positive drainage while matching the abutting concrete lined ditch profile grades. Place expansion and contraction joints and tie bars as directed by the engineer.

D Measurement

The department will measure Concrete Ditch Bottom by the linear foot, acceptably completed, measured along the flowline.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.01

Concrete Ditch Bottom

LF

Payment is full compensation for preparing the foundation; for providing all materials including concrete, expansion and contraction joints, and tie bars; for placing, finishing, protecting, and curing concrete; and for sawing joints.

57. Pipe Underdrain Exploration, Item SPV.0090.31; Storm Sewer Lateral Exploration, Item SPV.0090.32.

A Description

This special provision describes performing the exploratory trenching in sufficient advance of the grading and storm sewer construction operations to allow uninterrupted progress of these operations.

B (Vacant)

C Construction

Construct the trench a minimum 12 inches wide and deep enough to intercept all existing pipes (underdrain pipes and storm sewer laterals). Do not backfill trench until approved by the engineer. Backfill with suitable fill material conforming to standard spec 209.

D Measurement

The department will measure Pipe Underdrain Exploration and Storm Sewer Lateral Exploration by the linear foot, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0090.31Pipe Underdrain ExplorationLFSPV.0090.32Storm Sewer Lateral ExplorationLF

Payment is full compensation for furnishing all excavating, for placing and compacting backfill material, and for restoring the work site.

58. PVC Hydrant Lead 6-Inch, Item SPV.0090.40;

PVC Water Main 6-Inch, Item SPV. 0090.41;

PVC Water Main 8-Inch, Item SPV.0090.42;

PVC Water Main 12-Inch, Item SPV.0090.43.

A Description

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for water main installation required in these specifications and on the drawings. This work shall comply with "Standard Specifications for Sewer and Water Construction in Wisconsin" (SWS) and State of Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction.

B Materials

B.1 Pipe Materials

- a. Polyvinyl Chloride (PVC) water pipe (Open Cut Trench Installation) or PVC Certa-Lok (Horizontal Directional Drilling), SWS 4.6.0 and 8.20.0.
 - AWWA C-900 and C-900 RJ. Class 150. SDR 18.
 - ii. Joints: Push-on joints with flexible elastomeric ring gasket according to AWWA D-1869, and Certa-Lok restrained joint. The use of the backhoe bucket bearing directly against the pipe to force the spigot home is not allowed.
 - iii. NSF-61 lubricant recommended by the pipe manufacturer shall be applied to each pipe spigot before insertion into bell and all mechanical joint fittings.

B.2 Fittings

- a. Compact style according to AWWA C153 Tyler/Union.
- b. Mechanical joint, Mega Lug retainer glands shall be installed at all fitting locations.
- c. Cement lined, AWWA C104.
- d. Couplers Hymax or equal approved by municipality.
- e. Anchoring Tees Tyler or approved equal are required on all hydrant leads.
- f. Bolts: Cor-Ten Blue Steel, AWWA C153.

B.3 Tracer Wire

Furnish tracer wire according to SWS: 4.3.1.

- a. All buried pipe shall include a tracer wire "CopperHead industries 12 Gauge. SoloShot EHS #1150 The vendor is ISCO Industries, Inc. Marc Harren 1150 Richard St, Lomira WI, 53048, Cell #414-403-1476 Corp #1-800-345-4726. Tracer wire shall be installed and taped along the side of the pipe. Install at one deadend Copperhead 1lb. Drive in magnesium anode. Tracer shall be "pulled" with the installation of the new HDPE or PVC pipe during the HDD performance.
- b. A loop of tracer wire shall be run to the surface at all hydrants, with a Valvco tracer wire terminal box (or approved equal). The box shall be located behind the hydrant with at least two (2) feet of wire inside the box.
- c. Locking SnakeBite splices. The wires can be spliced together using a corrosion proof wire connector.

This work shall be considered incidental to the overall cost of construction and no additional payment will be made to the contractor.

The wires can be spliced together using a corrosion proof wire connector.

B.4 Joint Restraint

Furnish joint restraints according to SWS: 4.9.0.

Mega-Lug retainers, or an approved equal, manufactured for water main pipe, shall be used where thrust restraint is required. In addition to Mega-Lugs, or approved equal, concrete buttresses may also be used at the direction of the village.

Mega-Lug restraints are not allowed for HDPE pipe. Mechanical joint adapters shall be used on all HDPE pipe.

Main Size	Туре	Deflection	Length of Continuous or Restrained Pipe (Feet)	Location
8"	Bend	11 1⁄4º	2	In Pipe and Out Pipe
8"	Bend	22 1/20	5	In Pipe and Out Pipe
8"	Bend	45°	10	In Pipe and Out Pipe
8"	Bend	90°	25	In Pipe and Out Pipe
6"	Bend	11 1⁄4º	2	In Pipe and Out Pipe
6"	Bend	22 ½°	4	In Pipe and Out Pipe
6"	Bend	45°	8	In Pipe and Out Pipe
6"	Bend	90°	19	In Pipe and Out Pipe
8"x8"	Tee	90°	30	Branch Pipe
8"x6"	Tee	90°	18	Branch Pipe
8"x6"	Reducer	0°	16	Larger Pipe
8"	Dead End	0°	39	In Pipe

Calculations for joint restraint table assumes the following:

- a. PVC pipe
- b. Unified Soils Classification System, ASTM Standard D2487 CH soils with backfill granular grade 1
- c. Type 3 ANSI/AWWA C150/A21.50 Trench Condition
- d. 150 Test Pressure
- e. Safety Factor = 1.5 to 1
- f. 6.5 ft. bury depth

Mega-Lug restraints are not allowed for HDPE pipe. Mechanical joint adapters shall be used on all HDPE pipe.

Buttress concrete: Class F SWS 6.35.3. Use one of the following:

- a. Ready-mixed 5000 PSI grade only
- b. Job site mixed above grade.
- c. Concrete Block

Unrestrained couplers (Hymax coupling, etc.) will not be allowed for permanent applications.

B.5 Bedding and Cover Materials

a. %" Limestone chips: SWS 8.43.2.

b. Cover: Same material as bedding.

B.6 Backfill

- a. 1-1/4" graded crushed stone or crushed concrete dense material conforming to the gradation requirements of Table 39, Section 8.43.7 of the SWS. Use crushed stone backfill to a distance 5 feet outside the roadway edges as well.
- b. Excavated areas under the asphalt pavement shall be backfilled with granular material up to 6.5" below final grade. Place 6.5" HMA over the backfilled trench
- c. Excavated areas within the grass area shall be backfilled with excavated material with proper soil consolidation/compaction, provide 4-inches of topsoil, hydroseed, fertilizer, and mulch.
- d. All backfill shall be mechanically compacted. Backfill shall be compacted in a maximum 2' lift for the initial compacted lift and each subsequent lift shall be a maximum of 18," in compliance with the compaction requirements of Section 2.6.14(b)1. of the "Standard Specifications for Sewer and Water".
- e. Trench backfill for the water and storm sewer pipes will be 1-1/4" crushed stone or crushed concrete dense material.

B.7 Excavated Material

- Excavated Material: Surplus excavated material shall be disposed of at contractor's cost outside village limits.
- b. Clean dirt and construction material as requested by engineer and municipality.
- c. Provide street sweeping power pickup, minimum once per week and at the discretion of engineer if contractor is not diligent in containment of spoil pile.
- d. All cast, iron, and copper salvaged materials shall be delivered to the village DPW yard.

B.8 Connection, Removal and Abandonment

Comply with Chapter 4.14.0 of the SWS except as modified below:

- a. Make connections with existing mains under pressure using live tap sleeve assembly where indicated. Active water mains may not be interrupted to make tie-ins to existing mains.
- b. Live tap sleeve assembly (wet connection) "Core Drill" shall comply with MSS SP-60 and shall include tapping sleeve and valve compatible with drilling machine. Tapping sleeve shall be Ford Stainless Steel Tapping Sleeve, Style FTSS with MJ outlet. Valve shall be AWWA, cast-iron, non-rising-stem, resilient seated gate valve, with one raised face flange mating tapping-sleeve flange. Include valve adaptor and valve box of the type specified for standard gate valves for the project.
- c. Where the contractor must tie-in to the existing water main and require a shut-off, contractor must provide village a one-week notice.
- d. The locations of existing water mains have been shown on the Plans to the extent that information about their location is available. The contractor shall excavate and expose the existing water main at each point of connection far enough in advance to permit any necessary adjustments to line and/or grade.
- e. The exact method of connection, such as the exact location of the reducer, if one is specified, shall be determined by the contractor in the field.
- f. Contractor shall abandon existing valves 2' below surface, Hydrants-abandon below shoe.
- g. Backfill abandoned gate valve risers with granular material and break off 2' below grade.
- h. Plug and or cap abandoned water main and secure with MJ restrained joint per the SWS. Mega-Lug retainers, or an approved equal, manufactured for water main pipe, shall be used where thrust restraint is required. In addition to Mega-Lugs, or approved equal, concrete buttresses may also be used at the direction of the village.

B.9 Insulation Installation (Incidental to PVC water main bid items)

- a. Chapter 4.17.0 of the SWS except as modified below.
 - i. Where depth of cover is less than 5½, insulate trench walls from top of cover material to bottom of bedding, and surface of cover material at width of trench.
 - ii. Prior to placement of horizontal insulation, place bedding material 6" deep over top of pipe, level, and compact. Lightly scarify surface of cover material to depth of ½".

C Construction

C.1 General

Install water main according to SWS Part IV.

The contractor is responsible for using proper techniques/methods for the installation of water main, hydrants, valves and water services. Those techniques shall be approved by the engineer and Village of Fox Point prior to start any construction activities.

Construction procedures and material handling shall conform to Part IV of the "Standard Specifications for Sewer and Water." Water main relay work shall include the proper abandonment of existing water mains and valves and all work associated with making the proper connections to the existing mains. All new water mains shall be buttressed, disinfected and hydrostatically tested according to the aforementioned Part IV prior to connecting services to the new main.

Particular attention shall be paid to keeping the interior of the water main clean as it is being installed, including the use of inflatable or mechanical pipe plug installed in the pipe at the end of each workday.

All pipe stored directly on the ground during non-working hours shall be sealed on both ends. Placement of pipe in drainage ditches will not be allowed, unless the ditch is completely dry and the pipe is to be installed the same work day.

C.2 Open Cut Trench Installation

- a. This work shall consist of furnishing and installing the specified water main pipe, abandoning the existing water main and connecting to the adjacent water mains according to the Plans, Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and as hereinafter provided.
- b. Contractor shall install 1-ft of clear stone over the top of the water main.
- c. The contractor shall have sufficient and adequate equipment on site for unloading and lowering pipe and fittings into the trench.
- d. Open trench to be backfilled within 80 feet of the shield.
- e. The contractor shall exercise extreme care in handling all pipe, fittings and special castings so as to prevent breakage. Under no circumstances shall they be dropped into the trench or receive hard blows or jolts when being moved.
- f. The contractor shall be responsible for temporary relocation of the mailboxes and road signs, and reinstallation after work completion.

C.3 Horizontal Directional Drilling (HDD)

- a. This work shall consist of furnishing and installing horizontal directional drilled HDPE or PVC Certa-Lok according to Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and as hereinafter provided.
- b. Contractor shall follow Horizontal Directional Drilling Good Practices Guidelines, by the HDD Consortium and as hereinafter provided.
- c. Work Shafts. The contractor shall locate the working shafts at designated sites, prepare and submit a plan to the engineer for approval at least 10 days prior to excavation.

Vacuum excavation or equal shall be required to assist with "pothole" excavation operation, to determine location and depth of existing underground facilities prior to HDD operation. Any damaged underground facilities shall be repaired by contractor to their own cost. Vacuum excavation or equal shall be considered incidental to the project.

Vacuum excavation or equal shall be required to assist with "pothole" excavation operation. Vacuum excavation or equal shall be considered incidental to the project.

Excavation of the working shafts and protection with erosion control measures shall be considered incidental to the PVC water main bid items.

Shafts shall be of suitable size and shape, and properly equipped to carry on the necessary work, but shall be of such minimum size as not to be an unnecessary traffic obstruction.

When possible, work shafts shall not be located within the limits of, or close to, street intersections to create a traffic problem.

Furnish, place and maintain all sheathing and bracing to provide adequate protection to the work, workers, and general public.

Maintain a logbook that includes driller notes and records for bores using steering and tracking system. Data will include pipe number, depth, pitch, steering commands, and notes. Log must also include rig performance parameters (thrust, pullback, torque, drilling fluid circulation, and drilling fluid composition, ground conditions, obstructions encountered, time shift started and ended, and footage during shift). Logbook will include information on drilling fluid (composition, viscosity, density). This logbook must be available for review throughout the project and must be submitted to the engineer and municipality at completion of the project.

At the completion of the horizontal directional drilling, the pipe log indicating the horizontal and vertical position and to confirm conformance with the depth and alignment shown on the plans shall be submitted. This submittal shall include the type and manufacturer of tracking equipment used, date of most recent shop calibration record, and the method to ensure data was captured. No payment for any footage of directionally drilled HDPE water services will be made until its corresponding log is submitted to the engineer and the municipality.

Excavated material from the boring and receiving pits shall be stored in locations that minimize the interference with operations, minimize environmental damage, and protect adjacent areas from flooding, runoff, and sedimentation.

C.4 Testing and Disinfection

Pressure Test for Water Mains:

Adhere to SWS 4.15.0. Follow the pipe manufacturer's requirements.

Municipality and engineer must be present at start and end of test.

Bacteriological Testing:

Perform bacteriological testing with the engineer and municipality present for the test.

- a. Water wasted from pipeline that may reach bodies of surface water may not contain any substances in concentrations that adversely affect the water as determined by Wisconsin Administrative Code NR 105 and 106. For chlorine, no total residual chlorine may be measured in water being discharged to surface water. Advise Utility of proposed discharge schedule to arrange DNR-required measurements. Contractor will de-chlorinate pipeline after chlorination.
- b. No disinfecting solution shall be allowed to drain into storm sewer or wetland.
- c. Connections to existing mains and services: Make after all services are installed, tests passed, and safe sample report is submitted to municipality.

Disinfection of Water Mains:

Section 4.3.12 and Chapter 4.16.0 of the SWS except as modified below.

Where pipe, valves, and fittings installed at connections to existing mains cannot be flushed and sterilized same as new installations, use following procedures:

- a. After existing pipe, valve and fittings exposed and plug removed, wash existing bell clean with not less than 2 applications of 25% solution of sodium hypochlorite.
- b. Clean and wash each new fitting, valve and pipe section to remove foreign materials which could cause contamination. After cleaning and just before lowering into trench, wash with 2 applications of 25% solution sodium hypochlorite. Sterilize joint material before use. In making installation, avoid contaminating surfaces coming in contact with water when installation restored to service.

D Measurement

The department will measure PVC Water Main (Size) by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types completed and accepted according to contract, measured along centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves and other fittings.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.40	PVC Hydrant Lead 6-Inch	LF
SPV.0090.41	PVC Water Main 6-Inch	LF
SPV.0090.42	PVC Water Main 8-Inch	LF
SPV.0090.43	PVC Water Main 12-Inch	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, plugs, fittings, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, connections to existing facilities as shown on the plans, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work.

59. HDPE Water Service 1.25-Inch, Item SPV.0090.44; HDPE Water Service 1.5-Inch, Item SPV.0090.45; HDPE Water Service 2-Inch, Item SPV.0090.46.

A Description

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for water main installation required in these specifications and on the drawings. This work shall comply with "Standard Specifications for Sewer and Water Construction in Wisconsin" (SWS).

B Materials

Service lines, valves and fittings per SWS 5.5.0 (use HDPE pipe for the water services).

Work shall consist of replacement of existing water services from the new water main or from existing 12" CI water main up to and including the curb stop: furnishing and installing the necessary tapping saddles and corporation valves, making the taps into the new main, furnishing and installing new 1.25-inch, 1.5-inch or 2-inch HDPE water laterals.

For the water services 2-inch and smaller follow SWS Part V and:

- a. Install with minimum amount of service interruption. Connect services to new main after all testing is complete and accepted.
- b. Backfill trenches with granular material and compact according to Chapter 2.6.0 of SWS.
- c. The approximate length of water laterals shown on the plans and needs to be V.I.F.
- d. The contractor shall assist in locating laterals not indicated on drawings.
- e. Service lateral reconnections shall include installation of a 3 lb. magnesium.

C Construction

- a. The contractor shall install a new 1.25-inch, 1.5-inch, or 2-inch HDPE water lateral from the existing 8-inch or 12-inch water main to new curb stop (paid by base bid items).
- b. Contractor shall have sufficient parts to connect to the existing water service. Existing water services vary in material and need to be verified in field. According to the best information available, the existing material for water services is proposed to be copper except for the following:
 - 6440 N. Lake Drive lead
 - 6441 N. Lake Drive lead
 - 6448 N. Lake Drive lead

- c. Contractor shall have sufficient parts to connect to the existing water service. Existing water services vary in size and need to be verified in field. According to the best information available, the existing size for water services is proposed to be 1-inch except for the following:
 - 6400 N. Lake Drive 2-inch
 - 6410 N. Lake Drive 1.25-inch
 - 6424 N. Lake Drive 1.25-inch
 - 6439 N. Lake Drive 1.5-inch
 - 7707 N. Marie Lane 1.25-inch
 - 7820 N. Lake Drive 1.25-inch
- d. Expose corporation valve and lead lateral. Turn off water main. Cut lead lateral and unscrew corporation stop from the water main. Install 12-inch wide repair style tapping saddle over the old tap, and center the tap on the new saddle over the old hole. Install new corporation stop in the new saddle. Run the new HDPE lateral to the new curb stop box.
- e. Contractor shall install new service from the corporation stop to the new curb box.
- f. Services shall be installed at a minimum of 6-ft in depth.
- g. Tracer wire shall be installed on the top of the water service and taped at 1-ft intervals. Wire shall be wrapped around the curb box and terminated at grade.

D Measurement

The department will measure HDPE Water Service (Size) along centerline of pipe from corporation stop to connection to existing water service by the linear foot acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.44	HDPE Water Service 1.25-Inch	LF
SPV.0090.45	HDPE Water Service 1.5-Inch	LF
SPV.0090.46	HDPE Water Service 2-Inch	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, fittings, tapping saddle, corporation stop, curb stop, curb box, tracer wire, thrust restraint, sheathing, shoring, dewatering, connections to existing facilities where indicated on drawings, magnesium anode bag, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work.

60. Management of Solid Waste, Item SPV.0195.01.

A General

A.1 Description

This work will conform with the requirements of Section 205 of the Standard Specifications; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Soil considered to be solid waste may be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Waste Management Orchard Ridge Landfill W124 N9355 Boundary Road Menomonee Falls, WI 53051 (866) 909-4458

Green For Life (GFL) Environmental Emerald Park Landfill W124S10629 South 124th Street Muskego, WI 53150 (414) 529-1360

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use if it is necessary to dispose of solid waste soil.

A.2 Notice to the Contractor-Solid Waste Location

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Results indicate that solid waste soil may be present at the following location as shown on the plans:

Green Tree Road

• Station 48+78.30 to 49+75, from 11 feet to 85 feet right of reference line, from approximately 1 to 6+ feet bgs. The estimated volume of contaminated soil to be excavated at this location is 74 CY (approximately 125 tons using a conversion factor of 1.7 tons per cubic yard).

Excavate the possible contaminated soil in the area shown in the plan. Stockpile and environmentally protect the material within the project footprint on DOT right-of-way as approved by the engineer, pending lab results and landfill acceptance. Construct and maintain a temporary stockpile of the material according to NR 718.05, including, but not limited to, placement of the contaminated soil on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation.

The environmental consultant will coordinate analytical testing of possible contaminated soil for landfill acceptance. Up to 10 business days should be allowed for the laboratory to conduct the testing and issue results. In the event the laboratory analytical results do not indicate contamination is present, the stockpiled material may be considered common excavation and can be handled according to the erosion control implementation plan (ECIP).

Once landfill acceptance permitting is complete, directly load and haul soils to the landfill as directed by the environmental consultant. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soil or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations.

If obviously contaminated soil or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

If dewatering is required at the above location, conduct the dewatering according to Section C below.

If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For wells that do not need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

For further information regarding previous investigation and remediation activities in this area contact:

Name: Andrew Malsom

Address: 141 NW Barstow Street, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: andrew.malsom@dot.state.wi.us

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 6737 W. Washington St., Suite 3460, West Allis, WI 53214

Contact: Bryan Bergmann

Phone: (262) 901-2126 office / (262) 227-9210 cell

Fax: (262) 879-1220

E-mail: <u>bbergmann@trccompanies.com</u>

The role of the environmental consultant will be limited to:

- Determining the location and limits of solid waste soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying soils to be hauled to the landfill facility;
- 3. Documenting that activities associated with management of solid waste soil are in conformance with the solid waste management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of solid waste from the landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste soil described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste, if necessary, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the potentially impacted area. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the potentially impacted area. Perform excavation in the potentially impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter historic fill contaminated with industrial waste (foundry sand) and associated regulated metals and organic compounds. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each impacted area as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control operations in the potentially impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the area identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

If necessary, directly load and haul solid waste soil designated by the environmental consultant for offsite disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the area of possible contamination, larger pieces of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in area of potential contamination, water generated from dewatering activities may contain chlorinated solvents, petroleum compounds and/or metals. Such water may require analytical testing, and with approval from the Village of Fox Point and the Milwaukee Metropolitan Sewerage District (MMSD) be discharged to the sanitary sewer as follows:

- Meet all applicable requirements of the Village of Fox Point and MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with the Village of Fox Point and MMSD requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the Village of Fox Point and MMSD requirements.
- 2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Groundwater with a petroleum sheen cannot be discharged to the sanitary sewer per MMSD guidelines. If dewatering is necessary where the groundwater has a sheen on the surface, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal.

Notify the engineer of any dewatering activities and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in contaminated area are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

D Measurement

The department will measure solid waste by the ton of waste, accepted by the disposal facility and as documented by weight tickets.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item: ITEM NUMBER DESCRIPTION UNIT

SPV.0195.01 Management of Solid Waste Ton

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including "pipeline" activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor's needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

point of initial hire as a TrANS program placement.

On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 Eligibility and Duration: To the employing contractor, for up to 2000 hours from the

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>4</u> (number) TrANS Graduate(s) be utilized on this contract.

On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>2</u> (number) TrANS Apprentice(s) be utilized on this contract.

3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

- If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

<u>NOTE</u>: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal

Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - Produce accurate and complete quotes
 - Understand highway plans applicable to their work
 - Understand specifications and contract requirements applicable to their work
 - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. Assigned DBE Contract Goal: The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. DBE Commitment: The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- Supplier: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the
 materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold
 or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time
 of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday)
 OR
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit.
 Instructions for eSubmit.

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 - 1. Approve the request (adequate documentation of GFE has been submitted) no conditions placed on the contract with respect to the DBE Commitment;
 - 2. *Deny* the request (inadequate documentation of GFE has been submitted) the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): https://www.bidx.com/wi/main, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See Sample Contractor Solicitation Letter, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, a discussion between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - Additional evaluation Evaluation of DBE quotes with <u>tied bid items</u>. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D - Good Faith Effort Evaluation Measures and Appendix E - Good Faith Effort Best Practices.

- c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
 - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, they will not be paid for the work. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the "Contracting with a DBE" webpage in the <u>ASP-3 and Good Faith Effort Guidance</u> section.

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- **d.** The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- **g.** The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- **h.** See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCl website at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100**% percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

(1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

- and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
 - i. To ensure that the appropriate credit is assigned, follow the procedure below:
 - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
 - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
 - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
 - d. The full value of the original invoice submitted to the DBE Office, above in (1)
 - e. The amount of material or product used on this project
 - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
 - ii. DBE Office Process (Applies only to bulk purchases)
 - Supply/Commodity commitment is received
 - Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
 - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
 - d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as 10% of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

- (1) Project ID number
- (2) WisDOT Contract Project Engineer's name and contact information
- (3) DBE subcontractor name and work type and/or NAICS code
- (4) Contract's progress schedule
- (5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- (6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

 A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission-"Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS will be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

10. Commercially Useful Function

- **a.** Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- **b.** The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- **d**. Offsite Hauling when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
 - (1) Indicate Offsite Hauling on Attachment A
 - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
 - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
 - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

13. Mentor-Protégé

- **a.** If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- **b.** DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
 - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
 - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- **c.** A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- **d.** Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- **a.** The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the <u>Application to Use</u> <u>Joint Checks</u> after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

Appendix A Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

- 1. Determine DBE subcontractor's interest in quoting
- 2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- 3. Assess their interest and experience in the road construction industry by asking questions such as:
 - Have you competed for other WisDOT contracts? Ratio of competed/to wins
 - Have you performed on any transportation industry contracts (locally or with other states)?
 - What the largest contract you've completed?
 - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 - Does this project fit into your schedule? Are you working on any contracts now?
 - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 - What region do you work in? Home base?
 - Which line items are you considering?
 - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

- 1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
- 2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

Appendix B

Sample Contractor Solicitation Letter Page 1 (This sample is provided as a guide, not a formatting requirement)

DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov). This same website can be checked for the contract status.
- What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

Sample Contractor Solicitation Letter Page 2

(This sample is provided as a guide, not a formatting requirement)

REQUEST FOR QUOTE

[Prime Contractor] Letting Date: [Month] [Day], [Year] Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)

rime Contractor Contact:	DBE:	
none:		
mail:		
Please circle the proposals an	nd items you will be quoting below and	d contact us with any question
Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	Х
Curb/Gutter/Sidewalk	X	
Erosion Control Items		Х
Excavation	X	Х
Pavement Marking		Х
Traffic Control	X	
Sawing	X	Х
QMP, Base		Х
Pipe Underdrain	X	
Landscape		Х
Beam Guard	X	
Electrical	X	

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

X

X

Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking <u>your</u> subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments [attach Solicitation Letter] and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by <u>date</u>. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. (Include if your company is willing to answer these types of DBE questions)
- o Plans and Specifications can be found: WisDOT HCCI Website: List webpage where plans are located
- If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u>
 Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
 Our office hours are 7:30 a.m. 5:00 p.m.

Thank you - we look forward to working with your company on this project!

Prime Contractor Project Manager

Direct: 414-555-555 Cell: 414-555-556

Sample Contractor Solicitation Email to non-DBE WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION WISDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to <u>solicit and utilize</u> DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u> Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor Project Manager Direct: 414-555-5555 Cell: 414-555-5566

Appendix C Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

- 1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
- 2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
 - d. Add attachments to sub-quotes.
- 3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
- 4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov to request an account. **DBE firms can:**

- 1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
- 2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
- 3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- 4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
- 5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
- 6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

Appendix D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met <u>or</u> if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project. Such as: Updated solicitation letter and email, timely		
	solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation.		
	Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)		
Documentation of Project Information provided to Interested DBEs	Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS	GFE RUBRIC ANALYSIS				
OBOEC DECISION	APPROVAL OR DENIAL				
Prime Contractor					
Proposal					
Project					
Bid Letting					
DBE Goal Amount					
DBE Goal Amount Achieved					
Bid Analysis					
Goal %	Achieved %				
Apparent Low Bidder	%				
Bidder B					
Bidder C					
Average of OTHER Bidders (Not including Apparent Low Bidder)					
DBE Quotes Received					
DBE Quotes Awarded					
DBE Quote(s) Rejected	Rejected Quote Analysis				
DBE Quote(s) Awarded	Awarded DBE Amount				

Appendix E Good Faith Effort Best Practices

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE 'training session' clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- > Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- ➤ DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

Appendix F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO S				-	Wisconsin			nsportation
DT1506 12/2021 s.84.06(2			¥1 5 3	Project ID: Proposal #				
Prime Contractor: County:				Letting Date:				
This contract requires that a spe	cified percentag	e of the work be subcontra	acted to a	Total \$ Value of	Φ.			
disadvantaged business enterprises described in ASP-3. The submit	ise and that this	information be submitted ith the bid proposal consti	as tutes vour	Prime Contract: DBE Contract Go	\$	%		
DBE commitment. Include Attac	hment A for DBE	Es included on commitmen	it.	DBE Goal Achiev	-	0.00%		
This form must be complete	ed and returne	ed for this proposal.						
1. DBE Firm	2. Work or Ite	ems to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE F Subcontr		6. DBE .	
				O# L#				
				O# L#				
				O# L#				
				O# L#				
			1	0#				
			+	L# O#	1			
				L# O#				
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Government Approved A	mounts							
A = \$ V = \$	%				41			
V = \$ Total = \$	<u>%</u>			Prime Representa	tive Sign:	ature & [Jate	
Signature:								
Date:	V			DBE Office Signat	ure & Da	te Appro	ved	
Good faith effort approved:	res ∐ ˈ	Vo □						

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:			osal Number:		
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	an one)	
Type of Work or Type of Mate	erial Supplied:				
Total Subcontract Value:			Total DBE Credit Value:		
		Prime	e Contractor Representative's Sigr	ature	
FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.		Prime Contractor Representative's Name (Print Name)			
		Prime Contractor (Print Company Name)			
		Date			
FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.		Participating DBE Firm Representative's Signature Date			
		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		Participating DBE Firm (Print Company Name)			
		DBE	Firm's Address:		
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	00 00000	-DBE-Owned sed Trucks
Off site Hauling					



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin-Department-of-Transportation DT1202......3/2020

+

Project ID Proposal-No.		Letting
Prime Contractor	County	
Person-Submitting-Document		Telephone Number
Address		Email-Address

All-bidders-must-undertake-necessary-and-reasonable-steps-to-achieve-the-assigned-DBE-contract-goal-per-federal-regulatory-guidance-at-49-CFR-Part-26.-Bidders-use-this-form-to-document-all-efforts-employed-to-meet-the-assigned-goal-as-a-record-of-contractor-good-faith-efforts-(GFE).-Refer-to-ASP3-or-49-CFR-Part-26-for-guidance-on-actions-that-demonstrate-good-faith-effort.

It is critical to list-all-efforts, attach-documentation, and follow the instructions to complete this submission.

Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit-good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

- a. Purpose: To identify all-reasonable and available activities the bidder-performed to solicit the interest of all-certified DBEs who have the capacity and ability to perform work on the project. All-solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask-questions.
- b. Action: Identify and list-all-activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid-meetings; networking events; market-research; advertising.

2.→ Selected·Work·Items·Documentation:

- a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur-even when you prefer to perform the work yourself.
- b. Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

- a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b.→ Action: Provide DBEs · access · to · plans, · specifications, · and · other · contract · requirements . · Early · solicitation · allows · ample · opportunity · to · provide · project · information, · links · to · Let · advertisements, · and · substantive · engagement · with · DBEs.

4.→ Documentation of Negotiation with Interested DBEs:

- a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.
- b. Action: Provide-sufficient evidence to demonstrate that good-faith negotiations took-place. Merely-sending-out-solicitations requesting-bids from DBEs does not constitute sufficient good-faith efforts. A bidder using good-business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5.→ Documentation·of·Sound·Reason·for·Rejecting·DBEs:

- a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.
- b. Action: Provide-sufficient-evidence to demonstrate that DBE-was rejected for sound reasons such as past-performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6.→ Documentation·of·Assistance·to·Interested·DBEs-·Bonding,·Credit,·Insurance,·Equipment,· Supplies/Materials:·

- a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.
- b. Action: Assist-interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

- a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.
- b.→Action: Contact-organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to: Wisconsin-Department of Transportation DBE-Program-Office PO-Box-7965 Madison, WI-53707-7965 DBE_Alert@dot.wi.gov

I-certify-that-I-have-utilized-comprehensive-good-faith-efforts-to-solicit-and-utilize-DBE-firms-to-meet-the-DBE-participation-requirements-o- this-contract-proposal, as-demonstrated-by-my-responses-and-as-specified-in-Additional-Special-Provision-3-(ASP-3). I-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief I-further-understand-that-any-willful-falsification,-fraudulent-statement,-or-misrepresentation-will-result-in-appropriate-sanctions,-which-may			
involve debarment and/or prosecution under applicable state (Tra	ns·504)·and·Federal·laws.		
	(Bidder/Authorized Representative Signature)		
}	00000		
	(Print-Name)		
}	90000		
}	(Title)		

Good·Faith·Effort·-·Sample·Documentation·Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email-communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION·LOG-

Date	Activity	Name-of-DBE-Solicited	Follow-up
4/1/2020	Sent-May-Let-solicitation	Winterland Electric	Spoke-with-Mark-Winterland-on-4/15/20-to-ask-if- he-would-quote-

SELECTED WORK-ITEMS-SOLICITED LOG

Work-Type	DBE-Firm	Contact-Person	Date	Contact·Mode
Davis and Madrian	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Electrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

INFORMATION-PROVIDED-LOG

Request- Date	DBE-Firm	Information·Requested·&·Provided	Response- Date
4/1/2020		Requested-info-on-electrical-requirements;-provided- plan-and-link-to-specs	4/3/2020
4/21/2020	Absolute-Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS:LOG

Date	DBE-Firm	Contact-Name	Work-Type	Quotes- Rec'd?	Considere d-for- project?	If-not-selected, why?
4/12/2020	ABC-Landscape	John-Dean	Erosion-Control	Yes	No	Cannot-perform-all-items
4/17/2020	Wild-Ferns	Sandy-Lynn	Erosion-Control	Yes	Yes	
4/20/2020	#1·Marking	Mark-Smart	Electrical	Yes	Yes	

ASSISTANCE-LOG

Date	DBE-Firm	Contact-Person	Assistance-Provided
4/1/2020	ABC-Sawing	Jackie-Swiggle	Informed·DBE·on·how·to·obtain·bonding
4/17/2020	Supreme-Construction		Provided-contact-for-wholesale-supply- purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization· Contacted	Contact-Person	Assistance Requested
4/1/2020	Women-in-Construction	LaTonya-Klein	Contact-information-for-woman-owned-suppliers
4/28/2020	WBIC	Sam-Smith	Asked-for-information-to-provide-to-DBE-regarding- financing-programs-through-WBIC

Official Form DT1202 can be found here: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

Additional Special Provision 6 (ASP-6) Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (https://www.faa.gov/uas).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 - 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

- 2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
- 3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

(1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

(1) Furnish materials conforming to the following:

Water	501.2
Select crushed material	312.2
Concrete	501
Reinforcement	
Expansion joint filler	415.2.3
Asphaltic materials	

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
 - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 - 5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
 - 6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 - 7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at: https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: https://awpkb.dot.wi.gov/
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is used in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of $\underline{40}$ $\underline{\text{U.S.C. }3144(b)}$ or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, $\underline{18}$ U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant
 who has entered into a covered transaction with a recipient or
 subrecipient of Federal funds (such as the prime or general
 contractor). "Lower Tier Participant" refers any participant who
 has entered into a covered transaction with a First Tier
 Participant or other Lower Tier Participants (such as
 subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	County	<u>%</u>	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few
 minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20240010 11/08/2024

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- |. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- $|\cdot|$ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/21/2024
7	06/28/2024
8	07/05/2024
9	08/02/2024
10	08/23/2024
11	09/06/2024
12	11/08/2024

^{*} BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 38.86	27.00
* BRWI0002-002 06/01/2024		
ASHLAND, BAYFIELD, DOUGLAS, AND I	RON COUNTIES	

Rates Fringes
BRICKLAYER.....\$ 46.60 27.01

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 41.62	27.03
* BRWI0003-002 06/01/2024		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0004-002 06/01/2024		
KENOSHA, RACINE, AND WALWORTH COL	JNTIES	
	Rates	Fringes

^{*} BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

27.90

^{*} BRWI0002-005 06/01/2024

	Rates	Fringes
BRICKLAYER	.\$ 38.33	27.53
* BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	.\$ 39.34	28.15
* BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA CO	UNTIES
	Rates	Fringes
BRICKLAYER	.\$ 46.16	
* BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN	COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0019-002 06/01/2024		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 38.18	27.68
* BRWI0034-002 06/01/2024		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		27.32
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0231-002 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	INE, WASHINGTON	, AND WAUKESHA

	Rates	Fringes	
CARPENTER	\$ 41.91	29.72	

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		28.44 28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes	
CARPENTERPiledriver		27.06 27.02	

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 36.15	20.43	
6488884 000 06/02/0004			

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER	•	28.44 28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

Rates	s Fr.	inges
CARPENTER\$ 42.4 PILEDRIVER\$ 42.4		28.44 28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,

KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	.\$ 42.00	28.85
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes	
CARPENTER		28.44	
PILEDRIVER	\$ 42.44	28.44	
CARP1143-002 06/03/2024			

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER	•	28.44 28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER	· · · · · · · · · · · · · · · · · · ·	28.44 28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

KLINOSHA, MI	LWAUKLL, OZAUKLL	, NACINL,	WASHINGTON,	AND WAUKLSHA	
		Rat	tes	Fringes	
PILEDRIVERM	AN	\$ 42	2.21	34.07	
	00 05 (06 (0004				

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 30.27

19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

^{*} ELEC0158-002 06/01/2024

Electricians: Electrical contracts over			
\$180,000	\$ 33.94	21.80	
\$180,000	\$ 31.75	21.73	
ELEC0242-005 06/02/2024			
DOUGLAS COUNTY			
	Rates	Fringes	
Electricians:	\$ 46.23	69.19%	
ELEC0388-002 06/01/2023			
ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES			
	Rates	Fringes	
Electricians:	\$ 38.74	26%+11.76	
ELEC0430-002 06/01/2023			
RACINE COUNTY (Except Burlington	Township)		
	Rates	Fringes	
Electricians:	\$ 46.70	25.02	
ELEC0494-005 05/26/2024			
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COL	JNTIES	
	Rates	Fringes	
Electricians:	\$ 49.48	27.34	
ELEC0494-006 05/26/2024			
CALUMET (Township of New Holstein including Chester Township), FONE (Schleswig), and SHEBOYGAN COUNTI	DU LAC, MANITO		
	Rates	Fringes	
Electricians:	\$ 42.77	24.66	
ELEC0494-013 05/26/2024			
DODGE (East of Hwy 26 including (Twp), FOND DU LAC (Except Waupuir MANITOWOC (Schleswig), WASHINGTON	n), MILWAUKEE, C	ZAUKEĒ,	

Rates Fringes

Installer\$	36.03	18.87
Technician\$	36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	\$ 40.00	22.69
ELEC0890-003 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
	Naces	11 Inges
Electricians:	.\$ 43.65	25.95%+12.26
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction:		
(1) Lineman	.\$ 47.53	21.43
(2) Heavy Equipment		
Operator		19.80
(3) Equipment Operator	.\$ 38.02	18.40
(4) Heavy Groundman Driver.	.\$ 33.27	16.88
(5) Light Groundman Driver.	.\$ 30.89	16.11

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 46.37	28.80

(6) Groundsman....\$ 26.14

Group	2\$	45.87	28.80
Group	3\$	44.77	28.80
Group	4\$	44.51	28.80
Group	5\$	44.22	28.80
Group	6\$	38.32	28.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill

operator; Oiler, pump (over 3 i Tender, day light machine	nches); Drillinຍຸ	g Machine
GROUP 6: Off-road material hauler	with or withou	-
IRON0008-002 06/02/2024		
BROWN, CALUMET, DOOR, FOND DU LAC MARINETTE, OCONTO, OUTAGAMI, SHAW COUNTIES:	-	-
	Rates	Fringes
IRONWORKER	\$ 43.02	32.32
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christn		uly 4th, Labor
IRON0008-003 06/02/2024		
KENOSHA, MILWAUKEE, OZAUKEE, RACI WASHINGTON, AND WAUKESHA COUNTIES		.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 44.79	32.32
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christn		uly 4th, Labor
IRON0383-001 06/02/2024		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. ti JEFFERSON, JUNEAU, LA CROSSE, LAF MARQUETTE, MENOMINEE, MONROE, POF area, vicinity of Edgerton and Mi WAUSHARA, AND WOOD COUNTIES	p), GREEN LAKE, AYETTE, LANGLADI RTAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER		31.93
* IRON0498-005 06/01/2024		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	Rates	Fringes
IRONWORKER	\$ 46.59	48.80

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

^{*} IRON0512-008 04/28/2024

	Rates	Fringes
IRONWORKER		35.22
* IRON0512-021 04/28/2024		
ASHLAND, BAYFIELD, BURNETT, DOUGL PRICE, SAWYER, VILAS AND WASHBUR		LN, ONEIDA,
	Rates	Fringes
IRONWORKER		
LABO0113-002 06/03/2024		
MILWAUKEE AND WAUKESHA COUNTIES		
	Rates	Fringes
LABORER Group 1	\$ 35.76 \$ 35.96 \$ 36.11 \$ 36.26	25.01 25.01 25.01 25.01 25.01 25.01
LABORERS CLASSIFICATIONS		
Demolition and Wrecking Laborer Bridge Builder; Landscaper; Mul Stone Handler; Bituminous Worke Utility Man); Batch Truck Dumpe Bituminous Worker (Dumper, Iron Concrete Handler GROUP 2: Air Tool Operator; Jo	tiplate Culvert r (Shoveler, Lo r or Cement Han er, Smoother, a	Assembler; ader, and dler; nd Tamper);
(Pavement); Vibrator or Tamper Operated); Chain Saw Operator; Laborer		
GROUP 3: Bituminous Worker (Ra (Curb, Sidewalk, and Pavement);		
GROUP 4: Line and Grade Speciali	st	
GROUP 5: Blaster and Powderman		
GROUP 6: Flagperson; traffic con	trol person	
LABO0113-003 06/03/2024		
OZAUKEE AND WASHINGTON COUNTIES		
	Rates	Fringes
LABORER Group 1	\$ 34.96 \$ 35.01	25.01 25.01 25.01 25.01

Group	5\$	35.06	25.01
Group	6\$	31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Ī	Rates	Fringes
LABORER			
Group	1\$	34.67	25.01
Group	2\$	34.82	25.01
Group	3\$	35.02	25.01
Group	4\$	34.99	25.01
Group	5\$	35.32	25.01
Group	6\$	31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	F	Rates	Fringes
LABORER			
	1\$	40.57	19.45
•	2\$		19.45
Group	3\$	40.72	19.45
•	4\$		19.45
Group	5\$	40.77	19.45
Group	6\$	37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	ı	Rates	Fringes
LABORER			
Group 1	1\$	40.85	19.45
Group 2	2\$	40.95	19.45
Group 3	3\$	41.00	19.45
Group 4	4\$	41.20	19.45
Group 5	5\$	41.05	19.45
Group 6	5\$	37.20	19.45

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	36.16	26.27
Spray,	Sandblast, Steel\$	36.76	26.27
Repaint	:		
Brush,	Roller\$	34.66	26.27
Spray,	Sandblast, Steel\$	35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	\$ 42.04	22.95
Spray & Sandblast	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

PAINTER		12.45	
PAIN0781-002 06/01/2024			
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON,	AND WAUKESHA COUNTIES	
	Rates	Fringes	
Painters: Bridge Brush Spray & Sandblast	\$ 40.64 \$ 41.39	24.92 24.92 24.92	
PAIN0802-002 06/01/2024			
COLUMBIA, DANE, DODGE, GRANT, ROCK, AND SAUK COUNTIES	GREEN, IOWA,	LAFAYETTE, RICHLAND,	
	Rates	Fringes	
PAINTER Brush	\$ 36.35	20.87	
PREMIUM PAY: Structural Steel, Spray, Bri hour.	dges = \$1.0	00 additional per	
PAIN0802-003 06/01/2024			
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
PAINTER		20.87	
PAIN0934-001 06/01/2024			
KENOSHA AND WALWORTH COUNTIES			
	Rates	Fringes	
Painters: Brush	\$ 39.67	26.32 26.32 26.32	
PAIN1011-002 06/02/2024			
FLORENCE COUNTY	D-#-	Fud-serve	
Deinten	Rates	Fringes	
Painters:		15.89	
PLAS0599-002 06/01/2023			

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	\$ 37.57	27.41
Dumptor & Articulated, Truck Mechanic	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at $\hfill \hfill$

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

"General Decision Number: WI20240008 11/08/2024

Superseded General Decision Number: WI20230008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- l. Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all| covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

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01/05/2024

1

01/19/2024

2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/14/2024
7	06/21/2024
8	06/28/2024
9	07/05/2024
10	07/26/2024
11	08/23/2024
12	09/06/2024
13	11/08/2024

^{*} BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 38.86	27.00
* BRWI0002-002 06/01/2024		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER	.\$ 41.62	27.03	
* BRWI0003-002 06/01/2024			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 38.45	27.41	
* BRWI0004-002 06/01/2024			
KENOSHA, RACINE, AND WALWORTH COUNTIES			
	Rates	Fringes	
	_		

^{*} BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

27.90

^{*} BRWI0002-005 06/01/2024

	Rates	Fringes	
BRICKLAYER	.\$ 38.33	27.53	
* BRWI0007-002 06/01/2024			
GREEN, LAFAYETTE, AND ROCK COUNT	IES		
	Rates	Fringes	
BRICKLAYER	•	28.15	
* BRWI0008-002 06/01/2024			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	INTIES	
	Rates	Fringes	
BRICKLAYER	•	27.33	
* BRWI0009-001 06/01/2024			
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO, WAUPA	CA, WASHARA,	
	Rates	Fringes	
BRICKLAYER	.\$ 38.45	27.41	
* BRWI0011-002 06/01/2024			
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	OUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 38.45	27.41	
* BRWI0013-002 06/01/2024			
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES		
	Rates	Fringes	
BRICKLAYER	.\$ 40.17	27.32	
* BRWI0019-002 06/01/2024			
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES			
	Rates	Fringes	
BRICKLAYER		27.68	
* BRWI0021-002 06/01/2024			
DODGE AND JEFFERSON COUNTIES			

Rates Fringes

BRICKLAYER	\$ 39.10	28.37
* BRWI0034-002 06/01/2024		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 40.17	27.32
BURNETT (W. of Hwy 48), PIERCE 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen	\$ 41.19	27.05
CARP0231-002 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RA COUNTIES	CINE, WASHING	TON, AND WAUKESHA
	Rates	Fringes
CARPENTER	\$ 41.91	29.72
(Western Portion of the County) COUNTIES	, TAYLOR, VIL	AS, AND WOOD
	Rates	Fringes
CARPENTER Piledriver	\$ 42.44	28.44 28.44
CARP0314-001 06/05/2023		
COLUMBIA, DANE, DODGE, GRANT, G LAFAYETTE, RICHLAND, ROCK, SAUK		
	Rates	Fringes
CARPENTER Piledriver	\$ 39.43	27.06 27.02
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND D		
BAYFIELD (West of Hwy 63) AND D	OOUGLAS COUNTI Rates	ES
BAYFIELD (West of Hwy 63) AND D	OOUGLAS COUNTI Rates	ES Fringes

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
Piledriver	\$ 42.44	28.44	

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes	
CARPENTER	· · · · · · ·	28.44 28.44	

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER	\$ 42.44	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER PILEDRIVER		28.44 28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,

	Datas	Fuitana
		Fringes
CARPENTER PILEDRIVER		28.44 28.44
CARP2337-009 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE, R	ACINE, WASHING	STON, AND WAUKESHA
	Rates	Fringes
PILEDRIVERMAN	•	34.07
CARP2337-010 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE, R	ACINE, WASHING	STON, AND WAUKESHA
	Rates	Fringes
MILLWRIGHT	\$ 42.31	32.21
ELEC0014-002 05/26/2024		
CROSSE, MONROE, PEPIN, PIERCE, CROIX, SAWYER, TAYLOR, TREMPEA COUNTIES		
Electricians:	\$ 42.73	23.99
ELEC0127-002 06/01/2023		
KENOSHA COUNTY		
	Rates	Fringes
Electricians:	\$ 46.05	30%+13.15
* ELEC0158-002 06/01/2024		
BROWN, DOOR, KEWAUNEE, MANITOW MARINETTE(Wausuakee and area S (East of a ine 6 miles West of County), SHAWANO (Except Area Hutchins) COUNTIES	outh thereof), the West bour	OCONTO, MENOMINEE
	Rates	Fringes
ELECTRICIAN	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK

	Rates	Fringes
ELECTRICIAN	.\$ 48.55	25.91
ELEC0219-004 06/01/2019		
FLORENCE COUNTY (Townships of Au Florence and Homestead) AND MARI Niagara)		
	Rates	Fringes
Electricians: Electrical contracts over \$180,000 Electrical contracts under \$180,000		21.80 21.73
ELEC0242-005 06/02/2024		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:	•	69.19%
ELEC0388-002 06/01/2023		
Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	man & Pem he West b	bine), MENOMINEE (Area oundary of Oconto
	Rates	Fringes
Electricians:		26%+11.76
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burlington	Township)
	Rates	Fringes
Electricians:	•	
ELEC0494-005 05/26/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKE	SHA COUNTIES
	Rates	Fringes
Electricians:	-	27.34
ELEC0494-006 05/26/2024		
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC,	

Rates Fringes

Electricians:.....\$ 42.77 24.66

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	.\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 43.65	25.95%+12.26	

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 48.78	27.14
Group 2	.\$ 47.53	27.14
Group 3	.\$ 44.23	27.14
Group 4	.\$ 43.70	27.14
Group 5	.\$ 41.63	27.14
Group 6	.\$ 40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 45.04	26.80
Group 2	\$ 44.26	26.80
Group 3	\$ 43.31	26.80
Group 4	\$ 42.26	26.80
Group 5	\$ 40.86	26.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers
- GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)
- GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor
- GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.
- GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes
IRONWORKER.....\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

TROUGOGO 002 06 /02 /2024

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 42.00	31.93

^{*} IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER	.\$ 46.59	48.80

^{*} IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 44.85	35.22
* TDONOE12 021 04/20/2024		

^{*} IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

	Rates	Fringes	
IRONWORKER	\$ 41.19	34.68	
LAB00113-004 06/03/2024			_

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	\$ 19.14	23.90
Group 2	\$ 21.61	23.90
Group 3	\$ 25.47	23.90
Group 4	\$ 35.66	23.90
Group 5	\$ 35.83	23.90
Group 6	\$ 35.89	23.90
Group 7	\$ 40.09	23.90
Group 8	\$ 43.16	23.90
Group 9	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LABO0113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	ı	Rates	Fringes
Laborers:			
Group	1\$	26.40	23.90
Group	2\$	32.87	23.90
Group	3\$	37.44	23.90
Group	4\$	39.37	23.90

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LABO0113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 25.47	23.90
Group 2	\$ 35.83	23.90
Group 3	\$ 35.89	23.90
Group 4	\$ 40.09	23.90
Group 5	\$ 40.23	23.90
Group 6	\$ 43.15	23.90
Group 7	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates Fringes

Laborers: (Tunnel -

^{*} LAB00113-009 06/03/2024

*COMPRESSED	AIR	0 -	15	lbs.)	

Group 1	\$ 25.47	23.90
Group 2	\$ 35.83	23.90
Group 3	\$ 40.67	23.90
Group 4	\$ 41.54	23.90
Group 5	\$ 41.68	23.90
Group 6	\$ 44.62	23.90
Group 7	\$ 45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/03/2024

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

ĺ	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1\$	35.63	19.45
Group 2\$	37.48	19.45
Group 3\$	37.68	19.45
Group 4\$	38.43	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

^{*}Compressed Air 15 - 30 lbs add \$2.00 to all classifications

^{*}Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 35.53	19.45
Group 2	\$ 37.73	19.45
Group 3	\$ 37.93	19.45
Group 4	\$ 38.68	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	\$ 35.32	19.45
Group 2	\$ 37.38	19.45
Group 3	\$ 37.58	19.45
Group 4	\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TENNOON ON OF 104 10004

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids, Dumptor & Articulated,	.\$ 37.57	27.41
Truck Mechanic	.\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

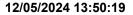
Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







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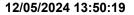
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	9.000 STA	·	<u> </u>
0004	201.0220 Grubbing	28.000 ID	<u> </u>	<u> </u>
0006	203.0100 Removing Small Pipe Culverts	5.000 EACH	<u> </u>	<u> </u>
8000	204.0100 Removing Concrete Pavement	10,855.000 SY	<u></u>	
0010	204.0115 Removing Asphaltic Surface Butt Joints	653.000 SY	<u> </u>	·
0012	204.0120 Removing Asphaltic Surface Milling	49,578.000 SY	<u> </u>	
0014	204.0150 Removing Curb & Gutter	4.000 LF	<u> </u>	
0016	204.0155 Removing Concrete Sidewalk	102.000 SY	<u> </u>	·
0018	204.0185 Removing Masonry	86.000 CY	<u> </u>	
0020	204.0195 Removing Concrete Bases	1.000 EACH	<u> </u>	
0022	204.0210 Removing Manholes	5.000 EACH	<u> </u>	
0024	204.0220 Removing Inlets	18.000 EACH	<u> </u>	
0026	204.0245 Removing Storm Sewer (size) 01. 10-Inch	167.000 LF	·	
0028	204.0245 Removing Storm Sewer (size) 02. 12-Inch	664.000 LF	·	
0030	204.0245 Removing Storm Sewer (size) 03. 15-Inch	74.000 LF	·	







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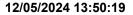
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 04. 18-Inch	128.000 LF		·
0034	204.0245 Removing Storm Sewer (size) 05. 21- Inch	147.000 LF		<u> </u>
0036	204.0245 Removing Storm Sewer (size) 06. 24- Inch	83.000 LF	·	·
0038	204.0245 Removing Storm Sewer (size) 07. 30-Inch	45.000 LF		
0040	204.9060.S Removing (item description) 01. Removing Decorative Headwalls	18.000 EACH		<u> </u>
0042	205.0100 Excavation Common	2,459.000 CY	·	
0044	209.1100 Backfill Granular Grade 1	170.000 CY		
0046	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 2225-00-73	1.000 EACH		<u> </u>
0048	213.0100 Finishing Roadway (project) 01. 2225- 00-73	1.000 EACH		<u></u>
0050	305.0110 Base Aggregate Dense 3/4-Inch	2,002.000 TON	·	
0052	305.0120 Base Aggregate Dense 1 1/4-Inch	1,002.000 TON		
0054	305.0500 Shaping Shoulders	277.000 STA		
0056	310.0110 Base Aggregate Open-Graded	915.000 TON		
0058	311.0110 Breaker Run	2,070.000 TON		







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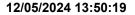
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	455.0605 Tack Coat	9,014.000 GAL		<u> </u>
0062	460.2000 Incentive Density HMA Pavement	14,919.000 DOL	1.00000	14,919.00
0064	460.5223 HMA Pavement 3 LT 58-28 S	8,441.000 TON	·	
0066	460.5224 HMA Pavement 4 LT 58-28 S	5,855.000 TON	·	
0068	465.0105 Asphaltic Surface	73.000 TON	·	
0070	465.0120 Asphaltic Surface Driveways and Field Entrances	119.000 TON		·
0072	520.8000 Concrete Collars for Pipe	31.000 EACH	·	<u> </u>
0074	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	·	·
0076	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	1.000 EACH		·
0078	601.0110 Concrete Curb Type D	76.000 LF	·	
0800	601.0411 Concrete Curb & Gutter 30-Inch Type D	176.000 LF	·	
0082	602.0410 Concrete Sidewalk 5-Inch	5,749.000 SF	·	
0084	602.0515 Curb Ramp Detectable Warning Field Natural Patina	468.000 SF		·
0086	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	301.000 SF	<u> </u>	<u> </u>







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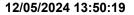
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
8800	606.0200 Riprap Medium	6.000 CY	·	
0090	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	753.000 LF		·
0092	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	468.000 LF		.
0094	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	72.000 LF		·
0096	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	148.000 LF		
0098	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	17.000 LF		·
0100	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	249.000 LF		
0102	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	107.000 LF	<u> </u>	·
0104	608.2329 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45- Inch	35.000 LF	.	
0106	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38- Inch	301.000 LF		
0108	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45- Inch	100.000 LF		
0110	611.0530 Manhole Covers Type J	3.000 EACH		
0112	611.0535 Manhole Covers Type J-Special	3.000 EACH	<u> </u>	







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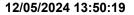
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0114	611.0612 Inlet Covers Type C	3.000 EACH	·	·
0116	611.0642 Inlet Covers Type MS	30.000 EACH		·
0118	611.2004 Manholes 4-FT Diameter	10.000 EACH	<u>-</u>	·
0120	611.2005 Manholes 5-FT Diameter	2.000 EACH		·
0122	611.2006 Manholes 6-FT Diameter	5.000 EACH		
0124	611.2007 Manholes 7-FT Diameter	2.000 EACH		
0126	611.2055 Manholes 5x5-FT	1.000 EACH	<u> </u>	
0128	611.3004 Inlets 4-FT Diameter	3.000 EACH		
0130	611.3901 Inlets Median 1 Grate	19.000 EACH	·	
0132	611.3902 Inlets Median 2 Grate	11.000 EACH		
0134	612.0106 Pipe Underdrain 6-Inch	3,282.000 LF	·	
0136	612.0206 Pipe Underdrain Unperforated 6-Inch	172.000 LF		
0138	612.0600 Underdrain Trench	172.000 LF	<u> </u>	
0140	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	20.000 EACH		
0142	616.0700.S Fence Safety	600.000 LF		·







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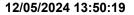
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2225-00-73	1.000 EACH		
0146	619.1000 Mobilization	1.000 EACH	·	
0148	623.0200 Dust Control Surface Treatment	6,931.000 SY	·	
0150	624.0100 Water	42.000 MGAL		
0152	625.0100 Topsoil	8,847.000 SY		
0154	627.0200 Mulching	8,847.000 SY		
0156	628.1104 Erosion Bales	41.000 EACH		
0158	628.1504 Silt Fence	1,113.000 LF		
0160	628.1520 Silt Fence Maintenance	1,113.000 LF		
0162	628.1905 Mobilizations Erosion Control	4.000 EACH		
0164	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH		
0166	628.2008 Erosion Mat Urban Class I Type B	8,847.000 SY		
0168	628.7005 Inlet Protection Type A	24.000 EACH		
0170	628.7010 Inlet Protection Type B	119.000 EACH		
0172	628.7504 Temporary Ditch Checks	214.000 LF		
0174	628.7555 Culvert Pipe Checks	436.000 EACH		







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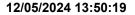
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	628.7570 Rock Bags	100.000 EACH	·	·
0178	629.0210 Fertilizer Type B	11.000 CWT		
0180	630.0140 Seeding Mixture No. 40	164.000 LB	<u> </u>	<u> </u>
0182	630.0200 Seeding Temporary	68.000 LB	<u></u>	
0184	630.0500 Seed Water	57.000 MGAL		<u></u>
0186	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	<u> </u>	·
0188	634.0818 Posts Tubular Steel 2x2-Inch X 18-FT	74.000 EACH	<u> </u>	
0190	637.2210 Signs Type II Reflective H	380.270 SF		·
0192	637.2230 Signs Type II Reflective F	390.860 SF		<u></u>
0194	638.2102 Moving Signs Type II	7.000 EACH	<u></u>	
0196	638.2602 Removing Signs Type II	71.000 EACH	<u> </u>	·
0198	638.3000 Removing Small Sign Supports	71.000 EACH	·	·
0200	642.5001 Field Office Type B	1.000 EACH	<u> </u>	
0202	643.0300 Traffic Control Drums	87,334.000 DAY		
0204	643.0420 Traffic Control Barricades Type III	9,587.000 DAY		·
0206	643.0705 Traffic Control Warning Lights Type A	19,173.000 DAY		·







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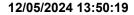
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	643.0900 Traffic Control Signs	36,840.000 DAY	<u> </u>	
0210	643.0920 Traffic Control Covering Signs Type II	10.000 EACH		<u> </u>
0212	643.1000 Traffic Control Signs Fixed Message	257.000 SF	<u> </u>	
0214	643.1050 Traffic Control Signs PCMS	28.000 DAY	<u> </u>	<u> </u>
0216	643.5000 Traffic Control	1.000 EACH	<u> </u>	·
0218	645.0111 Geotextile Type DF Schedule A	4,365.000 SY	·	·
0220	645.0120 Geotextile Type HR	33.000 SY	<u> </u>	
0222	645.0220 Geogrid Type SR	850.000 SY	·	·
0224	646.1020 Marking Line Epoxy 4-Inch	36,244.000 LF	<u> </u>	
0226	646.3020 Marking Line Epoxy 8-Inch	1,039.000 LF	<u> </u>	
0228	646.5020 Marking Arrow Epoxy	15.000 EACH	<u> </u>	<u> </u>
0230	646.5520 Marking Outfall Epoxy	22.000 EACH	<u> </u>	
0232	646.6120 Marking Stop Line Epoxy 18-Inch	622.000 LF		
0234	646.7120 Marking Diagonal Epoxy 12-Inch	851.000 LF		
0236	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	656.000 LF		







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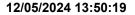
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SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0238	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	798.000 LF		
0240	650.4000 Construction Staking Storm Sewer	48.000 EACH		
0242	650.4500 Construction Staking Subgrade	3,337.000 LF		·
0244	650.5000 Construction Staking Base	3,337.000 LF		
0246	650.5500 Construction Staking Curb Gutter and Curb & Gutter	251.000 LF		·
0248	650.8000 Construction Staking Resurfacing Reference	13,817.000 LF	·	
0250	650.9000 Construction Staking Curb Ramps	55.000 EACH		·
0252	650.9911 Construction Staking Supplemental Control (project) 01. 2225-00-73	1.000 EACH	<u></u>	
0254	650.9920 Construction Staking Slope Stakes	3,337.000 LF		·
0256	690.0150 Sawing Asphalt	12,527.000 LF		
0258	690.0250 Sawing Concrete	3,650.000 LF		
0260	740.0440 Incentive IRI Ride	5,234.000 DOL	1.00000	5,234.00
0262	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,000.000 HRS	5.00000	5,000.00
0264	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00







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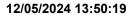
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0266	SPV.0060 Special 01. Temporary Pedestrian Crossings	20.000 EACH	<u> </u>	·
0268	SPV.0060 Special 02. Utility Line Opening	24.000 EACH		·
0270	SPV.0060 Special 03. Concrete Base Special	1.000 EACH		
0272	SPV.0060 Special 31. Pipe Connection to Existing Structure	6.000 EACH		
0274	SPV.0060 Special 32. Manhole Covers Special	8.000 EACH		·
0276	SPV.0060 Special 33. Inlet Covers Special	5.000 EACH		
0278	SPV.0060 Special 40. Hydrant Assembly With 6- Inch Gate Valve	27.000 EACH		·
0280	SPV.0060 Special 41. 8-Inch Gate Valve and Valve Box	14.000 EACH		·
0282	SPV.0060 Special 42. 12-Inch Gate Valve and Valve Box	24.000 EACH		·
0284	SPV.0060 Special 43. 1.25-Inch Corporation Stop	31.000 EACH		
0286	SPV.0060 Special 44. 1.5-Inch Corporation Stop	1.000 EACH		
0288	SPV.0060 Special 45. 2-Inch Corporation Stop	1.000 EACH		
0290	SPV.0060 Special 46. 1.25-Inch Curb Box	31.000 EACH		
0292	SPV.0060 Special 47. 1.5-inch Curb Box	1.000 EACH		
0294	SPV.0060 Special 48. 2-Inch Curb Box	1.000 EACH		







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Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0296	SPV.0060 Special 49. Cap and Abandon Existing Water Main	20.000 EACH	<u></u>	
0298	SPV.0060 Special 50. Adjusting Sanitary Manhole	6.000 EACH	·	·
0300	SPV.0060 Special 51. Adjusting Water Valve Boxes	10.000 EACH	·	·
0302	SPV.0060 Special 61. RRFB System STH 32 NB at Barnett Ln Assembly	1.000 EACH		
0304	SPV.0060 Special 62. RRFB System STH 32 SB at Holly Ct Assembly	1.000 EACH	·	·
0306	SPV.0060 Special 63. RRFB System STH 32 NB at Green Tree Rd Assembly	1.000 EACH	·	·
0308	SPV.0060 Special 64. RRFB System STH 32 SB at Green Tree Rd Assembly	1.000 EACH		
0310	SPV.0060 Special 65. RRFB System STH 32 NB at Bridge Ln Assembly	1.000 EACH		
0312	SPV.0060 Special 66. RRFB System STH 32 SB at Bridge Ln Assembly	1.000 EACH		.
0314	SPV.0060 Special 67. RRFB System STH 32 NB at Beach Dr Assembly	1.000 EACH	·	.
0316	SPV.0060 Special 68. RRFB System STH 32 SB at Beach Dr Assembly	1.000 EACH		.
0318	SPV.0060 Special 69. RRFB System STH 32 NB at Fox Ln Assembly	1.000 EACH	<u> </u>	
0320	SPV.0060 Special 70. RRFB System STH 32 SB at Fox Ln Assembly	1.000 EACH	·	.



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Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0322	SPV.0060 Special 71. RRFB System STH 32 NB at Dean Rd Assembly	1.000 EACH		·
0324	SPV.0060 Special 72. RRFB System STH 32 SB at Dean Rd Assembly	1.000 EACH		·
0326	SPV.0075 Special 01. Pavement Cleanup Project 2225-00-73	40.000 HRS	250.00000	10,000.00
0328	SPV.0090 Special 01. Concrete Ditch Bottoms	72.000 LF		
0330	SPV.0090 Special 31. Pipe Underdrain Exploration	100.000 LF		
0332	SPV.0090 Special 32. Storm Sewer Lateral Exploation	100.000 LF		·
0334	SPV.0090 Special 40. Hydrant Lead 6-Inch	513.000 LF		·
0336	SPV.0090 Special 41. PVC Water Main 6-Inch	166.000 LF	·	
0338	SPV.0090 Special 42. PVC Water Main 8-Inch	1,820.000 LF		
0340	SPV.0090 Special 43. PVC Water Main 12-Inch	2,133.000 LF	·	
0342	SPV.0090 Special 44. HDPE Water Service 1.25- Inch	1,267.000 LF		
0344	SPV.0090 Special 45. HDPE Water Service 1.5- Inch	26.000 LF		·
0346	SPV.0090 Special 46. HDPE Water Service 2-Inch	55.000 LF	<u> </u>	
0348	SPV.0195 Special 01. Management of Solid Waste	125.000 TON		

Section: 0001

Total:

Total Bid:	

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 6, 2025

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of January 14, 2025

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 09, 11 – 42, 44, and 45; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 02 and 18; WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposals 12 and 41; and WI 11 Building Davis Bacon Prevailing Wage Rates that are included in proposals 26 and 44. These wage rates are effective for all proposals they are included in in the January 14, 2025 letting. The updated wage rates are dated January 3, 2025 and are effective on or after January 13, 2025.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

"General Decision Number: WI20250010 01/03/2025

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |option is exercised) on or |after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- |. The contractor must pay | all covered workers at | least \$17.75 per hour (or | the applicable wage rate | listed on this wage | determination, if it is | higher) for all hours | spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

(

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes		
BRICKLAYER	.\$ 38.86	27.00		
BRWI0002-002 06/01/2024				
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES			
	Rates	Fringes		
BRICKLAYER	.\$ 46.60	27.01		
BRWI0002-005 06/01/2024				
ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES				
	Rates	Fringes		
CEMENT MASON/CONCRETE FINISHER	.\$ 41.62	27.03		
BRWI0003-002 06/01/2024				
BROWN, DOOR, FLORENCE, KEWAUNEE,	, MARINETTE, ANI	D OCONTO COUNTIES		
	Rates	Fringes		
BRICKLAYER	.\$ 38.45	27.41		
BRWI0004-002 06/01/2024				
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES			
	Rates	Fringes		
BRICKLAYER	· ·	27.90		
BRWI0006-002 06/01/2024				
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,				
	Rates	Fringes		
BRICKLAYER	.\$ 38.33	27.53		
BRWI0007-002 06/01/2024				
GREEN, LAFAYETTE, AND ROCK COUNT	TIES			

Rates

Fringes

BRICKLAYER.....\$ 39.34 BRWI0008-002 06/01/2024 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 46.16 27.33 BRWI0011-002 06/01/2024 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Rates Fringes BRICKLAYER.....\$ 38.45 27.41 BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Rates Fringes BRICKLAYER.....\$ 38.18 27.68 BRWI0034-002 06/01/2024 COLUMBIA AND SAUK COUNTIES Rates Fringes BRICKLAYER.....\$ 40.17 27.32 CARP0068-011 05/02/2022 BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES Rates Fringes Carpenter & Piledrivermen......\$ 41.19 27.05 CARP0231-002 06/05/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes CARPENTER.....\$ 41.91 CARP0310-002 06/03/2024 ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD

COUNTIES

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER	· · • · · · ·	27.06 27.02
CARROSCA 004 05 (04 (2040		

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 36.15	20.43
CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
Piledriver	\$ 42.44	28.44	
CARP0955-002 06/03/2024			_

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Kates	Fringes	
CARPENTER		28.44	
PILEDRIVER	\$ 42.44	28.44	
CARP1056-002 06/01/2024			-

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	
			-

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

Rat	es i	ringes
CARPENTER\$ 42 PILEDRIVER\$ 42		28.44 28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	
			-

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN	\$ 42.21	34.07

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	.\$ 42.73	23.99
ELEC0014-007 05/26/2024		

REMAINING COUNTIES

F	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician\$</pre>	30.27	19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:
 Electrical contracts over
 \$180,000......\$ 33.94 21.80
 Electrical contracts under
 \$180,000......\$ 31.75 21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates Fringes

Electricians:..... \$ 46.23 69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates	Fringes

Electricians:.....\$ 38.74 26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 36.03	18.87
Technician	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the

installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes	
Electricians:	\$ 40.00	22.69	
FLFC0890-003 06/01/2024			

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

F	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$ (4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$	42.78 38.02 33.27 30.89	21.43 19.80 18.40 16.88 16.11
(6) Groundsman\$	26.14	14.60

ENGI0139-005 06/01/2024

	Races	Fringes
Power Equipment Operator		
Group 1	.\$ 46.37	28.80
Group 2	.\$ 45.87	28.80
Group 3	.\$ 44.77	28.80
Group 4	.\$ 44.51	28.80
Group 5	.\$ 44.22	28.80
Group 6	.\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

TRONGOOD 003 05 /03 /303 /

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes IRONWORKER.....\$ 43.02 32.32 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. IRON0008-003 06/02/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes IRONWORKER.....\$ 44.79 32.32 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. ______ IRON0383-001 06/02/2024 ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES Rates Fringes IRONWORKER.....\$ 42.00 31.93 IRON0498-005 06/01/2024 GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES: Rates Fringes IRONWORKER.....\$ 46.59 48.80 IRON0512-008 04/28/2024 BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES Rates Fringes IRONWORKER.....\$ 44.85 IRON0512-021 04/28/2024 ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

Rates Fringes

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

IRONWORKER.....\$ 41.19 34.68

LABO0113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	35.61	25.01
Group	2\$	35.76	25.01
Group	3\$	35.96	25.01
Group	4\$	36.11	25.01
Group	5\$	36.26	25.01
Group	6\$	32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 34.86	25.01
Group	2\$ 34.96	25.01
Group	3\$ 35.01	. 25.01
Group	4\$ 35.21	. 25.01
Group	5\$ 35.06	25.01
Group	6\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	34.67	25.01
Group	2\$	34.82	25.01
Group	3\$	35.02	25.01
Group	4\$	34.99	25.01
Group	5\$	35.32	25.01
Group	6\$	31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,

WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 40.57	19.45
Group	2\$ 40.67	19.45
Group	3\$ 40.72	19.45
Group	4\$ 40.92	19.45
Group	5\$ 40.77	19.45
Group	6\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	\$ 40.85	19.45
Group 2	\$ 40.95	19.45
Group 3	\$ 41.00	19.45
Group 4	\$ 41.20	19.45
Group 5	\$ 41.05	19.45
Group 6	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch

Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

Rates

Fringes

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	'	Naces	i i Tiiges
Painters:			
New:			
Brush,	Roller\$	36.16	26.27
Spray,	Sandblast, Steel\$	36.76	26.27
Repaint	:		
Brush,	Roller\$	34.66	26.27
Spray,	Sandblast, Steel\$	35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 42.04	22.95	
Spray & Sandblast	\$ 43.04	22.95	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes	
PAINTER	\$ 24.11	12.15	
PAIN0259-004 05/01/2015			-

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge	\$ 41.39	24.92
Brush	\$ 40.64	24.92

Spray & Sandblast......\$ 41.39 24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....\$ 36.35 20.87

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2024

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

KENOSHA AND WALWORTH COUNTIES

PAIN1011-002 06/02/2024

FLORENCE COUNTY

PLAS0599-002 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 47.17	30.35
Area B	\$ 41.62	26.34
Area C	\$ 42.74	25.91
Area D	\$ 43.16	25.49
Area E	\$ 42.25	26.39
Area F	\$ 38.98	29.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE,

SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	\$ 37.57	27.41
3 or more Axles; Euclids,		
Dumptor & Articulated,		
Truck Mechanic	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

END OF GENERAL DECISION"

"General Decision Number: WI20250008 01/03/2025

Superseded General Decision Number: WI20240008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

https://sam.gov/wage-determination/WI20250008/0

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

VERNON COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 38.86	27.00
BRWI0002-002 06/01/2024		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNT	IES
	Rates	Fringes
BRICKLAYER	\$ 46.60	27.01
BRWI0002-005 06/01/2024		
ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 41.62	27.03
BRWI0003-002 06/01/2024		
BROWN, DOOR, FLORENCE, KEWAUNEE	, MARINETTE	, AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.45	27.41
BRWI0004-002 06/01/2024		
KENOSHA, RACINE, AND WALWORTH C	OUNTIES	
	Rates	Fringes
BRICKLAYER	· ·	27.90
BRWI0006-002 06/01/2024		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER		27.53
BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUN	TIES	

Rates

Fringes

BRICKLAYER.....\$ 39.34 BRWI0008-002 06/01/2024 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 46.16 27.33 BRWI0009-001 06/01/2024 GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES Rates Fringes BRICKLAYER.....\$ 38.45 BRWI0011-002 06/01/2024 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Rates Fringes BRICKLAYER.....\$ 38.45 27.41 BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND COUNTIES Rates Fringes BRICKLAYER.....\$ 40.17 27.32 BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Rates Fringes BRICKLAYER.....\$ 38.18 27.68 BRWI0021-002 06/01/2024 DODGE AND JEFFERSON COUNTIES Rates Fringes BRICKLAYER.....\$ 39.10 28.37 BRWI0034-002 06/01/2024 COLUMBIA AND SAUK COUNTIES Rates Fringes BRICKLAYER.....\$ 40.17 27.32

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

CARP0068-011 05/02/2022

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES Rates Fringes Carpenter & Piledrivermen.....\$ 41.19 27.05 ______ CARP0231-002 06/05/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes CARPENTER.....\$ 41.91 29.72 CARP0310-002 06/03/2024 ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES Rates Fringes CARPENTER.....\$ 42.44 28.44 Piledriver..... \$ 42.44 28.44 CARP0314-001 06/05/2023 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES Rates Fringes CARPENTER.....\$ 38.86 27.06 Piledriver.....\$ 39.43 27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER.....\$ 36.15 20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
Piledriver	\$ 42.44	28.44	
			-

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER	· · · · · · ·	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND **VERNON COUNTIES**

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes	
CARPENTER	· · · · · ·	28.44 28.44	
CARD2227 RAD RE/R2/2024			

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Fringes

PILEDRIVERMAN.....\$ 42.21 CARP2337-010 06/03/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes MILLWRIGHT.....\$ 42.31 32.21 ______ ELEC0014-002 05/26/2024 ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES Rates Fringes Electricians:.....\$ 42.73 ______ ELEC0127-002 06/01/2023 KENOSHA COUNTY Rates Fringes Electricians:.....\$ 46.05 30%+13.15 ELEC0158-002 06/01/2024 BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES Rates Fringes ELECTRICIAN.....\$ 40.25 29.75%+11.17 ELEC0159-003 05/26/2024 COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES Rates Fringes ELECTRICIAN.....\$ 48.55 ELEC0219-004 06/01/2019

https://sam.gov/wage-determination/WI20250008/0

Niagara)

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of

	Rates	Fringes
Electricians: Electrical contracts over \$180,000 Electrical contracts under		21.80
\$180,000	.\$ 31.75	21.73
ELEC0242-005 06/02/2024		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:		69.19%
ELEC0388-002 06/01/2023		
ADAMS, CLARK (Colby, Freemont, L Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	U, LANGLADE, LIN man & Pembine), he West boundary	NCOLN, MARATHON, MENOMINEE (Area of Oconto
	Rates	Fringes
Electricians:	.\$ 38.74	26%+11.76
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	.\$ 46.70	25.02
ELEC0494-005 05/26/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
Electricians:	.\$ 49.48	27.34
ELEC0494-006 05/26/2024	•	
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MANITO	
	Rates	Fringes
Electricians:	.\$ 42.77	24.66
ELEC0577-003 05/26/2024		
CALUMET (except Township of New including Townships of Berlin, S (N. part including Townships of and Springfield), OUTAGAMIE, WAU	t Marie, and Ser Crystal Lake, Ne	neca), MARQUETTE eshkoro, Newton,

COUNTIES

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates Fringes

Electricians:.....\$ 43.65 25.95%+12.26

Dates

- Fringe

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 48.78	27.14
Group 2	\$ 47.53	27.14
Group 3	\$ 44.23	27.14
Group 4	\$ 43.70	27.14
Group 5	\$ 41.63	27.14
Group 6	\$ 40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal);

Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

1	Rates	Fringes
Power Equipment Operator		
Group 1\$	45.04	26.80
Group 2\$	44.26	26.80
Group 3\$	43.31	26.80
Group 4\$	42.26	26.80
Group 5\$	40.86	26.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under;

or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric: Oiler and Greaser: Conveyor: High pressure utility locating machine (daylighting machine).

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

> Rates Fringes

IRONWORKER.....\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 42.00 31.93

1.95 AUNMORNER..... \$ 42.00

IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 46.59 48.80

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER...... \$ 41.19 34.68

LABO0113-004 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Laborers: (Open Cut)	
Group 1\$ 19.14	23.90
Group 2\$ 21.61	23.90
Group 3\$ 25.47	23.90
Group 4\$ 35.66	23.90
Group 5\$ 35.83	23.90
Group 6\$ 35.89	23.90
Group 7\$ 40.09	23.90
Group 8\$ 43.16	23.90
Group 9\$ 43.85	23.90

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LABO0113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

90
90
90
90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite

Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 25.47	23.90
Group 2	\$ 35.83	23.90
Group 3	\$ 35.89	23.90
Group 4	\$ 40.09	23.90
Group 5	\$ 40.23	23.90
Group 6	\$ 43.15	23.90
Group 7	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

LAB00113-009 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

l	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1\$	25.47	23.90
Group 2\$		23.90
Group 3\$	40.67	23.90
Group 4\$	41.54	23.90
Group 5\$	41.68	23.90
Group 6\$	44.62	23.90
Group 7\$	45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

^{*}Compressed Air 15 - 30 lbs add \$2.00 to all classifications

^{*}Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/03/2024

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1	\$ 35.63	19.45
Group 2	\$ 37.48	19.45
Group 3	\$ 37.68	19.45
Group 4	\$ 38.43	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO0464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	F	Rates	Fringes
LABORER			
	1\$	35 53	19.45
	2\$		19.45
•	3\$		19.45
•	4\$		19.45
droup	4	30.00	17.43

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	.\$ 35.32	19.45
Group 2	.\$ 37.38	19.45
Group 3	.\$ 37.58	19.45
Group 4	.\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders;

Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 47.17	30.35
Area B	\$ 41.62	26.34
Area C	\$ 42.74	25.91
Area D	\$ 43.16	25.49
Area E	\$ 42.25	26.39
Area F	\$ 38.98	29.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	\$ 37.57	27.41
Dumptor & Articulated, Truck Mechanic	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination $% \left(1\right) =\left(1\right) \left(1$

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

END OF GENERAL DECISION"

"General Decision Number: WI20250015 01/03/2025

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water

Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

BOIL0107-001 01/01/2021

Rates Fringes BOILERMAKER Boilermaker.....\$ 39.52 31.50 Small Boiler Repair (under 25,000 lbs/hr).....\$ 26.91 16.00 ______

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES**

Rates Fringes BRICKLAYER.....\$ 38.86 27.00 BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes BRICKLAYER.....\$ 46.60 27.01 BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 41.62 27.03 BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates Fringes BRICKLAYER.....\$ 38.45 ______ BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes BRICKLAYER.....\$ 43.21 27.90 BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

> Rates Fringes

BRICKLAYER		27.53
BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER		28.15
BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESH	IA COUNTIES
	Rates	Fringes
BRICKLAYER		27.33
BRWI0009-001 06/01/2024		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOY	GAN COUNTIES
	Rates	Fringes
BRICKLAYER		G
BRICKLAYER BRWI0013-002 06/01/2024		G
	.\$ 38.45	G
BRWI0013-002 06/01/2024	.\$ 38.45	G
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER	.\$ 38.45 COUNTIES Rates .\$ 40.17	27.41 Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND	.\$ 38.45 COUNTIES Rates .\$ 40.17	27.41 Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER	.\$ 38.45	27.41 Fringes 27.32 FAU CLAIRE, PEPIN,
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE	.\$ 38.45	27.41 Fringes 27.32 EAU CLAIRE, PEPIN, MASHBURN COUNTIES
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER	.\$ 38.45	27.41 Fringes 27.32 EAU CLAIRE, PEPIN, MASHBURN COUNTIES Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S	.\$ 38.45	27.41 Fringes 27.32 EAU CLAIRE, PEPIN, MASHBURN COUNTIES Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER	.\$ 38.45	27.41 Fringes 27.32 FAU CLAIRE, PEPIN, IASHBURN COUNTIES Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER BRWI0021-002 06/01/2024	.\$ 38.45	27.41 Fringes 27.32 AU CLAIRE, PEPIN, NASHBURN COUNTIES Fringes 27.68
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER BRWI0021-002 06/01/2024	.\$ 38.45	27.41 Fringes 27.32 EAU CLAIRE, PEPIN, MASHBURN COUNTIES Fringes 27.68

COLUMBIA AND SAUK COUNTIES

Rates Fringes BRICKLAYER.....\$ 40.17 27.32 CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes Carpenter & Piledrivermen......\$ 41.19 27.05 CARP0231-002 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Fringes CARPENTER.....\$ 41.91 29.72 CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

Rates Fringes CARPENTER.....\$ 42.44 28.44 Piledriver..... \$ 42.44 28.44 ______

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

Rates Fringes CARPENTER.....\$ 38.86 27.06 Piledriver.....\$ 39.43 ______ CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes CARPENTER.....\$ 36.15 20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

> Rates Fringes

CARPENTER......\$ 42.44 28.44 Piledriver.....\$ 42.44 28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTERPILEDRIVER	•	28.44 28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

Rates Fringes

CARPENTER.....\$ 42.44 PILEDRIVER.....\$ 42.44 28.44 ______ CARP2337-009 06/03/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes PILEDRIVERMAN.....\$ 42.21 34.07 _____ CARP2337-010 06/03/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes MILLWRIGHT.....\$ 42.31 ELEC0014-002 05/26/2024 ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES Rates Fringes Electricians:.....\$ 42.73 ______ ELEC0014-007 05/26/2024 REMAINING COUNTIES Rates Fringes Teledata System Installer Installer/Technician.....\$ 30.27 19.11 Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network). ______ ELEC0127-002 06/01/2023 KENOSHA COUNTY Rates Fringes Electricians:.....\$ 46.05 30%+13.15 ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto

County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN...... \$ 40.25 29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 48.55 25.91
-----ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:
 Electrical contracts over
 \$180,000......\$ 33.94 21.80
 Electrical contracts under
 \$180,000......\$ 31.75 21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 46.23 69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

RACINE COUNTY (Except Burlington Township)

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 42.77 24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 36.03	18.87
Technician	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes

Electricians:......\$ 40.00 22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 43.65	25.95%+12.26	

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$	47.53 42.78 38.02	21.43 19.80 18.40
<pre>(4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$</pre>		16.88 16.11
(6) Groundsman\$		14.60

ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 52.66	27.60
Group 2	.\$ 52.16	27.60
Group 3	.\$ 51.66	27.60
Group 4	.\$ 50.37	27.60
Group 5	.\$ 46.39	27.60
Group 6	.\$ 41.24	27.60

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson

Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments): Boiler Operators (temporary heat): Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/03/2024

REMAINING COUNTIES

1	Rates	Fringes
Power Equipment Operator		
Group 1\$	48.78	27.14
Group 2\$	47.53	27.14

Group	3\$	44.23	27.14
Group	4\$	43.70	27.14
Group	5\$	41.63	27.14
Group	6\$	40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone

Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER...... \$ 42.00 31.93

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 41.19	34.68
LABO0113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	35.61	25.01
Group	2\$	35.76	25.01
Group	3\$	35.96	25.01
Group	4\$	36.11	25.01
Group	5\$	36.26	25.01
Group	6\$	32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 34.86	25.01
Group 2	\$ 34.96	25.01
Group 3	\$ 35.01	25.01
Group 4	\$ 35.21	25.01
Group 5	\$ 35.06	25.01
Group 6	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and

Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
			J
LABORER			
Group	1\$	34.67	25.01
Group	2\$	34.82	25.01
Group	3\$	35.02	25.01
Group	4\$	34.99	25.01
Group	5\$	35.32	25.01
Group	6\$	31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,

JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	40.57	19.45
Group	2\$	40.67	19.45
Group	3\$	40.72	19.45
Group	4\$	40.92	19.45
Group	5\$	40.77	19.45
Group	6\$	37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	ŀ	Rates	Fringes
LABORER			
Group	1\$	40.85	19.45
Group	2\$	40.95	19.45
Group	3\$	41.00	19.45
Group	4\$	41.20	19.45
Group	5\$	41.05	19.45
Group	6\$	37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper);

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	36.16	26.27
Spray,	Sandblast, Steel\$	36.76	26.27
Repaint	:		
Brush,	Roller\$	34.66	26.27
Spray,	Sandblast, Steel\$	35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

VERNON COUNTIES

	Rates	Fringes
Painters:		
Brush, Roller\$	42.04	22.95
Spray & Sandblast\$	43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND

Rates Fringes
PAINTER.....\$ 22.03 12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

0/25, 7:25 AIVI		SAM.gov	
	Rates	Fringes	
Painters:			
Bridge		24.92	
Brush	\$ 40.64	24.92	
Spray & Sandblast		24.92	
PAIN0802-002 06/01/2024			
COLUMBIA, DANE, DODGE, GRANT, GRE	EN. IOWA. LAFAY	ETTE. RICHLAND.	
ROCK, AND SAUK COUNTIES		,	
	Rates	Fringes	
PAINTER Brush	\$ 36.35	20.87	
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	s = \$1.00 add	itional per	
PAIN0802-003 06/01/2024			
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
PAINTER		20.87	
PAIN0934-001 06/01/2024			
PAIN0934-001 00/01/2024			
KENOSHA AND WALWORTH COUNTIES			
	Rates	Fringes	
Painters:			
Brush	\$ 38.67	26.32	
Spray	•	26.32	
Structural Steel		26.32	
	•		
PAIN1011-002 06/02/2024			
FLORENCE COUNTY			
	Rates	Fringes	
Painters:	•	15.89	
PLAS0599-002 06/01/2024			
	Rates	Fringes	
CEMENT MACON/CONCRETE ETNICHES			
CEMENT MASON/CONCRETE FINISHER	¢ 17 17	20 25	
Area A	•	30.35	
Area B		26.34	
Area D	•	25.91 25.49	
Area E	•	26.39	
AI Ca E	p 42.23	20.33	

Area F.....\$ 38.98 2

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

PLUMBER.....\$ 49.32 27.18

PLUM0075-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

PLUMBER.....\$ 57.60 26.90

PLUM0075-004 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

PLUMBER.....\$ 57.60 26.90

PLUM0075-009 06/01/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

Rates Fringes

PLUMBER.....\$ 58.12 26.34

PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 43.90	27.53
PLUM0118-002 06/24/2024		
KENOSHA, RACINE, AND WALWORTH C	COUNTIES	
	Rates	Fringes
Plumber and Steamfitter		26.12
PLUM0400-003 05/31/2024		
ADAMS, BROWN, CALUMET, DODGE (ex LAC, GREEN LAKE, KEWAUNEE, MANIT Niagara), MENOMINEE, OCONTO, OU WAUPACA, WAUSHARA, AND WINNEBAG	OWOC, MARINE TAGAMIE, SHA	TTE (except
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 49.00	21.84
PLUM0434-002 06/16/2024		
BARON, BUFFALO, CHIPPEWA, CLARK FLORENCE, FOREST, GRANT, JACKSO LINCOLN, MARATHON, MONROE, ONEI PORTAGE, PRICE, RUSK, ST. CROIX VILAS, AND WOOD COUNTIES	DN, JUNEAU, L DA, PEPIN, P	A CROSSE, LANGLADE, TERCE, POLK,
	Rates	Fringes
PIPEFITTER	\$ 49.24	24.38
PLUM0601-003 06/03/2024		
Zone 1		
DODGE (Watertown), GREEN, JEFFE OZAUKEE, ROCK, WASHINGTON AND W		
	Rates	Fringes
PIPEFITTER		
PLUM0601-009 06/03/2024		
COLUMBIA, DANE, IOWA, MARQUETTE	, RICHLAND A	ND SAUK COUNTIES
	Rates	Fringes
PIPEFITTER	\$ 56.88	30.01
TEAM0039-002 06/01/2024		
	Rates	Fringes
TRUCK DRIVER 1 & 2 Axle Trucks 3 or more axles; Euclids	\$ 37.57	27.41

or Dumptor, Articulated	
Truck, Mechanic\$ 37.72	27.41
CHUT2044 004 44 /4 C / 2044	

SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took

effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

END OF GENERAL DECISION"

"General Decision Number: WI20250011 01/03/2025

Superseded General Decision Number: WI20240011

State: Wisconsin

Construction Type: Building

Counties: Adams, Ashland, Barron, Bayfield, Buffalo, Burnett, Clark, Columbia, Crawford, Dodge, Door, Dunn, Florence, Fond Du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Jefferson, Juneau, Kewaunee, Lafayette, Langlade, Lincoln, Manitowoc, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sauk, Sawyer, Shawano, Taylor, Trempealeau, Vernon, Vilas, Walworth, Washburn, Waupaca, Waushara and Wood Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered | . | into on or after January 30, | | 2022, or the contract is | renewed or extended (e.g., an | . | option is exercised) on or | | after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 01/03/2025

ASBE0019-002 06/01/2024

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAUK, VERNON, AND WALWORTH COUNTIES

> Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.48

37.50

ASBE0034-005 06/01/2024

BARRON, BUFFALO, DUNN, PEPIN, AND POLK COUNTIES

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coatings, coverings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether

they contain asbestos or not)....\$ 45.65 36.18

ASBE0049-003 06/01/2023

ASHLAND, BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates **Fringes**

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems.

Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems whether
they contain asbestos or not)....\$ 37.62 29.00

ASBE0127-002 06/01/2024

ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JACKSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TREMPEALEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes Heat and Frost Insulator (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems; and the application of firestopping material in walls, floors, ceilings. Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.24 28.56 ______ BOIL0107-001 01/01/2021

Rates Fringes

BOILERMAKER
Boilermaker.....\$ 39.52 31.50
Small Boiler Repair (under
25,000 lbs/hr)......\$ 26.91 16.00

BRWI0001-003 06/03/2024

CRAWFORD, JUNEAU, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

Bricklayer & Tile Setter......\$ 38.86 27.00
-----BRWI0002-003 06/01/2024

ASHLAND, BURNETT, IRON, WASHBURN

Rates Fringes

BRICKLAYER
Bricklayer, Tile Setter.....\$ 46.60 27.01
Cement Mason/Concrete
Finisher......\$ 44.12 27.01

BRWI0002-004 06/01/2024

BAYFIELD COUNTY

	Rates	Fringes
BRICKLAYER Bricklayer & Tile Setter	.\$ 46.60	27.01
BRWI0003-001 06/01/2024		
DOOR, KEWAUNEE, FLORENCE, FOND D MARINETTE, MARQUETTE, OCONTO, SH COUNTIES		
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Setter		27.41
BRWI0004-003 06/01/2024		
WALWORTH COUNTY		
	Rates	Fringes
BRICKLAYERCEMENT MASON/CONCRETE FINISHER	.\$ 38.44 .\$ 37.09	27.90 27.90 27.90
BRWI0006-001 06/01/2024		
ADAMS, CLARK, FOREST, LANGLADE, PORTAGE, TAYLOR, VILAS AND WOOD		MENOMINEE, ONEIDA,
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Setter		27.53
BRWI0006-004 06/01/2024		
PRICE COUNTY		
	Rates	Fringes
Bricklayer & Tile Setter		
BRWI0007-003 06/01/2024		
GREEN AND LAFAYETTE COUNTIES		
	Rates	Fringes
Bricklayer & Tile Setter	.\$ 39.34	28.15
BRWI0013-003 06/01/2024		
GRANT, IOWA, AND RICHLAND COUNTI	ES	
	Rates	Fringes
Bricklayer	.\$ 40.17	27.32

BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND WASHBURN (Southern half) COUNTIES

Rates Fringes

BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....\$ 38.18 27.68

BRWI0019-005 06/01/2024

SAWYER COUNTY

Rates Fringes

Bricklayer & Tile Setter......\$ 38.18 27.68

BRWI0021-001 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....\$ 39.10 28.37

BRWI0034-001 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....\$ 40.17 27.32

CARP0068-013 05/02/2022

BURNETT (West of highway 48) AND POLK(West of Highways 35, 48 & 65) COUNTIES

Rates Fringes

CARPENTER (Including Drywall

Hanging, Acoustical work)......\$ 41.51 27.32

CARP0310-007 06/01/2024

ADAMS, BAYFIELD (Eastern 2/3), FOREST, IRON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

Rates Fringes

CARPENTER (Including Drywall

Hanging, Acoustical Work)......\$ 40.44 28.43

Piledriverman......\$ 40.44 28.43

CARP0310-008 06/01/2024

ASHLAND COUNTY

Rates Fri	.nges
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CABINET INSTALLER (Including

Drywall Hanging & Acoustical

Work).....\$ 40.44 28.43

CARP0314-006 06/05/2023

COLUMBIA, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, SAUK, AND WALWORTH COUNTIES

ŀ	Rates	Fringes
CARPENTER (Including Drywall		
Hanging, Acoustical Work)\$	38.86	27.06
Piledriverman\$	39.43	27.02

CARP0361-006 05/03/2021

BAYFIELD COUNTY (West of Hwy 63)

Rates Fringes

Carpenters: (Including Drywall Hanging, Acoustical

work)......\$ 39.71 26.01

CARP0731-006 06/01/2024

FOND DU LAC (Eastern Portion of the County) AND MANITOWOC COUNTIES

	Rates	Fringes	
CARPENTER (Including Drywall			
Hanging, Acoustical Work)	\$ 40.44	28.43	
Piledriverman	\$ 40.44	28.43	

CARP0955-004 06/01/2024

FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, WAUPACA, AND WAUSHARA COUNTIES

	Rates	Fringes	
CARPENTER (Including Drywall			
Hanging, Acoustical Work)	\$ 40.44	28.43	
Piledriverman	\$ 40.44	28.43	

CARP1056-004 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD (Eastern 2/3), BUFFALO, BURNETT, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, PEPIN, POLK (E. of Hwy. 35, 48 & 65),

PORTAGE, PRICE, RICHLAND, RUSK, SAUK, SAWYER, SHAWANO, TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes	
MILLWRIGHT	\$ 42.00	28.85	
CARP1074-009 06/01/2024			

BARRON, BURNETT (East of Hwy 48), CLARK, DUNN, POLK (East of Hwy 35, 48, 65), RUSK, SAWYER, AND WASHBURN COUNTIES

Rates	Fringes
.\$ 40.44	28.43
.\$ 40.44	28.43
	Rates .\$ 40.44 .\$ 40.44

CARP1143-006 06/01/2024

BUFALO, CRAWFORD, JACKSON, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
CARPENTER (Including Drywall			
Hanging, Acoustical Work)	\$ 40.44	28.43	
Piledriverman	\$ 40.44	28.43	

CARP1146-006 06/01/2024

DOOR, FLORENCE (Except area bordering Michigan), KEWAUNEE, MARINETTE (Except N.E. corner), MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes	
CARPENTER (Including Drywall	\$ 10 11	28.43	
Hanging, Acoustical Work) Piledriverman		28.43	
CARRA AR ARC OF /01 /2020			

CARP1348-006 05/01/2020

BAYFIELD COUNTY (Western 1/3)

	Rates	Fringes
MILLWRIGHT	.\$ 35.75	21.30
ELEC0014-001 05/26/2024		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (Except Colby, Fremont, Lynn, Maryville, Sherman, Sherwood, Unity), CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE, PEPIN, POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 42.73 23.99

ELEC0014-005 05/26/2024

Rates Fringes

Teledata System Installer

Installer/Technician......\$ 30.27
19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0158-007 06/01/2024

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

Electricians:.....\$ 40.25 29.75%+11.17

ELEC0159-001 05/26/2024

COLUMBIA, DODGE (West of Hwy 26 except Chester and Emmet Twps), GREEN LAKE COUNTY (Except Townships of Berlin, Seneca & St. Marie), IOWA, MARQUETTE COUNTY (Except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), AND SAUK COUNTIES

Rates Fringes

Electricians:.....\$ 48.55 25.91

ELEC0219-006 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

ELECTRICIAN

Electrical contracts over
\$180,000......\$ 33.94 21.80

Electrical contracts under
\$180,000......\$ 31.75 21.73

ELEC0388-004 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD

1/6/25, 7:23 AM COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 38.74	26%+11.76	
			-

ELEC0494-010 05/26/2024

DODGE COUNTY (Area East of Hwy 26 including all of Chester Township, but excluding Emmet Township), FOND DU LAC (except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 42.77	24.66	
FLECO404 014 0F /26 /2024			-

ELEC0494-014 05/26/2024

DODGE (Area East of Hwy 26 including Chester Twp but excluding Emmet Twp), FOND DU LAC (Except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 36.03	18.87
Technician	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

FLECOETT 001 0F/3c/3034

ELEC0577-001 05/26/2024

GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

	Rates	Fringes
ELECTRICIAN	.\$ 40.00	22.69
ELEC0890-005 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 43.65	25.95%+12.26
ENGI0139-004 06/03/2024		
	Rates	Fringes
OPERATOR: Power Equipment (1) Cranes, Tower Cranes with or w/o attachments over 100 tons; Cranes, tower Cranes with boom, leads and or jib length 176 ft or longer (2) Cranes, Tower Cranes with or w/o attachments 100 tons or less; Cranes, Tower Cranes with boom, leads, and or jib lengths 175 ft or less	.\$ 47.53	27.14 27.14
(bridge type)(4) Hydraulic Crane, 10	.\$ 44.23	27.14
tons or less		27.14 27.14
HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" Protection: \$3.0 EPA Level ""B"" Protection: \$2.0 EPA Level ""C"" Protection: \$1.0 IRON0008-012 06/02/2024	0 per hour	
CALUMET, DOOR, FOND DU LAC, KEWA OCONTO, OUTAGAMIE, SHAWANO AND W COUNTIES		
	Rates	Fringes
IRONWORKER	.\$ 43.02	32.32
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		ay, July 4th, Labor
IRON0383-004 06/02/2024		
ADAMS, COLUMBIA, CRAWFORD, DODGE GREENE (Except S.E. tip), GREEN LAFAYETTE, LANGLADE, MARATHON, M	LAKE, IOWA, MARQUETTE, M	JEFFERSON, JUNEAU, ENOMINEE, MONROE,

PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 42.00 31.93

IRON0498-007 06/01/2024

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

Rates Fringes

IRONWORKER.....\$ 46.59 48.80

IRON0512-009 04/28/2024

BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK, TAYLOR AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRON0512-023 04/28/2024

ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.19 34.68

LAB00140-003 06/03/2024

BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND, TREMPEALEAU (Southern part), AND VERNON COUNTIES

Rates Fringes

Laborer: Asbestos/hazardous

material remover

(Preparation, Removal and

Encapsulation of Hazardous

Materials from Non-Mechanical

NOTE: Mason Tender \$1.00 over general laborer scale; Pipelayer \$1.00 over general laborer scale

LAB00268-001 06/03/2024

AREA 1: BARRON, CLARK (West 1/3), DUNN, PEPIN, POLK, RUSK TAYLOR (West 1/3)

AREA 2: CLARK (East 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE, TAYLOR (East 2/3), VILAS, WOOD

AREA 3: BURNETT, IRON, SAWYER, WASHBURN

	Rates	Fringes
Laborer, General		
Area 1	\$ 36.35	19.45
Area 2	\$ 35.70	19.45
Area 3	\$ 35.00	19.45

Laborer: Asbestos/hazardous material remover (Preparation, Removal,

Encapsulation, Removal,
Encapsulation of Hazardous
materials from Non-mechanical

Systems)

Area 1\$	35.30	19.45
Area 2\$	35.30	19.45
Area 3\$	35.30	19.45

NOTE: Mason Tender \$1.00 over general laborer. Burnett, Iron, Sawyer & Washburn \$.70 over general laborer.

LAB00330-001 06/03/2024

DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, SHAWANO, WAUPACA, WAUSHARA

Rates Fringes
Laborer: Asbestos/hazardous

material remover

(Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical

NOTE: Mason Tender \$1.00 over general laborer.

LAB00464-005 06/03/2024

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes	
Laborer, General Adams County Remaining Area Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical Systems) Adams County Remaining Area	\$ 36.35	19.45 19.45 19.45 19.45	

LAB00464-008 06/01/2024

Rates	Fringes
Landscape Laborer\$ 20.59	18.44

LAB01091-001 05/01/2024

BAYFIELD (West of County Trunk A including the Iron River National Fish Hatchery and Great Lakes Transmission Co., Station 6) COUNTY

	Rates	Fringes
Laborer, General		23.00
Systems)		23.00
LAB01091-002 05/01/2024		
ASHLAND & BAYFIELD (East of Cour Iron River National Fish Hatcher Co., Station 6) COUNTIES		
	Rates	Fringes
Laborer, General	.\$ 32.54	23.00
Systems)		23.00
PLAS0599-003 06/03/2024		
PEPIN COUNTY		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	•	26.84 24.13
PLAS0599-007 06/03/2024		
BUFFALO, CRAWFORD, JACKSON, JUNE TREMPEALEAU, AND VERNON COUNTIES		POLK, RICHLAND,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	.\$ 41.47	26.84 24.13
PLAS0599-011 06/03/2024		
GRANT, GREEN, IOWA, AND LAFAYETT	E COUNTIES	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 40.98	25.19 26.79
PLAS0633-046 06/01/2023		_ _
BAYFIELD, PRICE, AND SAWYER COL	UNTIES	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER		22.13 23.23

PLUM0011-009 05/06/2024

ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER (Including

HVAC work).....\$ 49.32

PLUM0075-006 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

Rates Fringes

PLUMBER (Including HVAC work)....\$ 57.60

PLUM0075-008 06/01/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

Rates Fringes

PLUMBER (Including HVAC work)....\$ 58.12 26.34

PLUM0118-003 06/24/2024

WALWORTH COUNTY

Rates Fringes

PLUMBER/PIPEFITTER (Including

HVAC work).....\$ 54.60 ·

PLUM0400-002 06/01/2024

ADAMS, CALUMET, DODGE (Except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (Except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

> Rates Fringes

PLUMBER/PIPEFITTER (Including

HVAC work)

(1) Small buildings (except industrial and power plants) where plumbing or heating is

21.73 \$50,000 or less.....\$ 45.86 (2) All other work.....\$ 49.00 21.84

PLUM0434-004 06/16/2024

BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

> Rates Fringes

HVAC work).....\$ 49.24 24.38

PLUM0601-006 06/03/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

Rates Fringes

PIPEFITTER (Including HVAC

work).....\$ 55.67 31.19

PLUM0601-008 06/03/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

Rates Fringes

PIPEFITTER (Including HVAC

work).....\$ 56.88 30.01

SHEE0010-031 05/01/2008

ASHLAND, BAYFIELD AND IRON COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 27.53 14.61

FOND DU LAC AND MANITOWOC COUNTIES

Rates Fringes

Sheet Metal Worker (Including

HVAC work)......\$ 40.76 31.62

CUEFO010 004 06 /01 /0004

SHEE0018-004 06/01/2024

ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

Rates Fringes

Sheet Metal Worker (Including

SHEE0018-014 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates Fringes

Sheet Metal Worker (Including

SHEE0018-015 09/01/2024

WALWORTH COUNTY

Rates Fringes

SHEET METAL WORKER (Including

HVAC work)..........\$ 46.34 37.54

SHEE0018-017 06/01/2024

GREEN COUNTY

Rates Fringes

Sheet Metal Worker (Including

HVAC work).....\$46.59 36.97

SHEE0018-018 06/01/2024

LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

Rates Fringes

Sheet Metal Worker (Including
HVAC work)
Contracts \$120,000 or less..\$ 40.90
Contracts over \$120,000....\$ 40.90
33.79

SHEE0018-022 06/01/2024

BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPEALEAU, AND WASHBURN COUNTIES

Rates Fringes

Sheet Metal Worker (Including

HVAC work).....\$ 40.75

SHEE0018-023 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

Sheet Metal Worker (Including

HVAC work).....\$ 48.42 33.55

SHEE0018-024 06/01/2024

CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

Rates Fringes

SHEET METAL WORKER (Including

HVAC work).....\$ 42.84 30.59

TEAM0346-003 05/01/2024

ASHLAND, BAYFIELD, BURNETT, SAWYER & WASHINGTON COUNTIES

Rates Fringes

TRUCK DRIVER

2 Axle Trucks...........\$ 34.86 23.03

TEAM0662-002 06/01/2024

ADAMS, BARRON, BUFFALO, CLARK, DOOR, DUNN, JACKSON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO, ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR,

TEMPEALEAU, WAUPACA & WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER 2 Axle Trucks		27.41 27.41
SUWI2002-001 01/23/2002		
	Rates	Fringes
Fence Installers	\$ 15.00 **	2.37
GLAZIER	\$ 20.21	1.86
Painters: Brush & Roller (Excluding Drywall Finishing) Spray		2.55 2.25
Power Equipment Operator Backhoe Excavator Front End Loader	\$ 17.37 **	7.61 7.45 4.61
ROOFER	\$ 15.52 **	3.21
TRUCK DRIVER (3-Axle)	\$ 15.28 **	4.78

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

END OF GENERAL DECISION"



Wisconsin Department of Transportation

January 8, 2025

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #18: 2225-00-73, WISC 2025181

V Fox Point, N Lake Dr School Road to Dean Road

STH 32

Milwaukee County

2225-00-74, WISC 2025182

V Fox Point Crosswalk Enhancements

6 Locations on Lake Dr Const/Ped Enhancement

Milwaukee County

2225-00-83

V Fox Point, N Lake Dr School Road to Dean Road

Const/Watermain Milwaukee County

Letting of January 14, 2025

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions		
Article No.	Description	
3	Prosecution and Progress	
6	Utilities	
20	Other Contracts	
42	Temporary Pedestrian Crossings, Item SPV.0060.01	

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change	Proposal Total After Addendum
204.0100	Removing Concrete Pavement	SY	10,855	-9,202	1,653
204.0120	Removing Asphaltic Surface Milling	SY	49,578	-2	49,576
204.0155	Removing Concrete Sidewalk	SY	102	19	121
204.0210	Removing Manholes	EACH	5	1	6
209.1100	Backfill Granular Grade 1	CY	170	10	180
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	921	49	970
455.0605	Tack Coat	GAL	9,014	64	9,078
460.2000	Incentive Density HMA Pavement	DOL	14,919	105	15,024
460.5223	HMA Pavement 3 LT 58-28 S	TON	8,441	86	8,527
460.5224	HMA Pavement 4 LT 58-28 S	TON	5,855	14	5,869
465.0105	Asphaltic Surface	TON	73	8	81
465.0120	Asphaltic Surface Driveways and Field Entrances	TON	119	11	130
520.8000	Concrete Collars for Pipe	EACH	31	1	32
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	72	20	92
608.0321	Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	LF	148	-88	60
611.0535	Manhole Covers Type J-Special	EACH	3	2	5
611.2005	Manholes 5-FT Diameter	EACH	2	-1	1
611.3901	Inlets Median 1 Grate	EACH	19	-1	18
623.0200	Dust Control Surface Treatment	SY	6,931	154	7,085
625.0100	Topsoil	SY	8,847	379	9,226
627.0200	Mulching	SY	8,847	379	9,226
628.2008	Erosion Mat Urban Class I Type B	SY	8,847	379	9,226
630.0140	Seeding Mixture No. 40	LB	164	8	172
630.0500	Seed Water	MGAL	57	2	59
690.0150	Sawing Asphalt	LF	12,527	486	13,013
690.0250	Sawing Concrete	LF	3,650	373	4,023
SPV.0060.31	Pipe Connection to Existing Structure	EACH	6	-1	5
SPV.0060.43	1.25-Inch Corporation Stop	EACH	31	11	42
SPV.0060.46	1.25-Inch Curb Box	EACH	31	11	42
SPV.0060.49	Cap and Abandon Existing Water Main	EACH	20	1	21
SPV.0090.01	Concrete Ditch Bottoms	LF	72	27	99
SPV.0090.40	Hydrant Lead 6-Inch	LF	513	-23	490
SPV.0090.42	PVC Water Main 8-Inch	LF	1,820	-59	1,761
SPV.0090.43	PVC Water Main 12-Inch	LF	2,133	302	2,435
SPV.0090.44	HDPE Water Service 1.25-Inch	LF	1,267	401	1,668

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
108.4400	CPM Progress Schedule	EACH	0	1	1
608.0421	Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	LF	0	108	108

Plan Sheets:

Revised Plan Sheets			
Plan			
Sheet	Plan Sheet Title (brief description of changes to sheet)		
3	General Notes (Updated 'Utility Contacts' information)		
27	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
28	Plan Details (Revised watermain/laterals, added driveway to plan details)		
31	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
32	Plan Details (Revised watermain/laterals, slope intercepts)		
33	Plan Details (Revised watermain/laterals, slope intercepts)		
34	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
35	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
36	Plan Details (Revised watermain/laterals, asphaltic path details, and other plan details)		
38	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
39	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
40	Plan Details (Revised HMA pavement areas, and other plan details)		
45	Plan Details (Revised watermain/laterals, slope intercepts)		
46	Plan Details (Revised watermain/laterals, HMA pavement areas, and other plan details)		
47	Plan Details (Revised watermain/laterals, slope intercepts)		
48	Plan Details (Revised HMA pavement areas, and other plan details)		
99	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
100	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
103	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
104	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
105	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
106	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
108	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
110	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
111	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
117	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
118	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
119	Erosion Control (Updated slope intercepts, EMAT-Class I Type B)		
124	Drainage Removal Plan (Updated removal limits, asphaltic path impacts)		
126	Drainage Removal Plan (Updated removal limits, asphaltic path impacts)		
129	Drainage Plan (Revised drainage structures, structure limits)		
136	Drainage Plan (Revised drainage structures, structure limits)		
139	Drainage Plan (Revised drainage structures, structure limits)		
143	Drainage Plan (Revised drainage structures, structure limits)		
148	Watermain Plan (Revised Watermain, lateral locations for impacts)		
150	Watermain Plan (Revised Watermain, lateral locations for impacts and testing)		
151	Watermain Plan (Revised lateral locations for impacts and testing)		
152	Watermain Plan (Revised Watermain, lateral locations for impacts)		
154	Watermain Plan (Revised Watermain)		
160	Watermain Plan (Revised Vatermain) Watermain Plan (Revised lateral locations for impacts)		
161	Watermain Plan (Revised Watermain, lateral locations for impacts)		
169	Watermain Plan (Revised Watermain, lateral locations for impacts) Watermain Plan (Revised Watermain, lateral locations for impacts and testing)		
	Miscellaneous Quantities (Revised 'Removals' table / updated 'Removing Asphaltic Milling'		
275	table)		
277	Miscellaneous Quantities (Updated 'Backfill Granular' table / updated 'Aggregate' table)		
278	Miscellaneous Quantities (Updated Backiii Grandial table rupdated Aggregate table)		
279	Miscellaneous Quantities (Updated 'HMA Favernent table) Miscellaneous Quantities (Updated 'Asphaltic Surface' table)		
281	Miscellaneous Quantities (Updated 'Aspiratic Surface table) Miscellaneous Quantities (Updated 'Dust Control' table)		
282	Miscellaneous Quantities (Updated Busi Control table)		
202	I Miscellaneous Analitites (Obraten Elosion Contini rable)		

285	Miscellaneous Quantities (Updated 'Sawing' table)
292	Miscellaneous Quantities (Updated 'Concrete Ditch Bottoms' table)
293	Miscellaneous Quantities (Updated 'Removing Manholes' table)
297	Miscellaneous Quantities (Updated 'Concrete Collars for Pipe' table / updated 'Pipe
	Connection to Existing Structure' table)
298	Miscellaneous Quantities (Updated 'Storm Sewer Pipes' table)
299	Miscellaneous Quantities (Updated 'Storm Sewer Pipes' table and added item)
300	Miscellaneous Quantities (Updated 'Storm Sewer Structures' table)
301	Miscellaneous Quantities (Updated 'Storm Sewer Structures' table)
308	Miscellaneous Quantities (Updated 'Watermain items' table)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDENDUM NO. 01 2225-00-73, 2225-00-74, 2225-00-83 January 8, 2025

Special Provisions

3. Prosecution and Progress.

Add the following to section titled **B Contractor Coordination**:

Village of Fox Point 2024 Drainage and Water Main Improvements Lake Drive

Fox Point Contact: Scott Brandmeier, P.E.; (414) 351-8900 ext. 6624;

sbrandmeier@villageoffoxpoint.com

6. Utilities.

Replace entire article language with the following:

This contract does not come under the provision of Administrative Rule Trans 220.

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the project engineer after the contract has been awarded and executed. Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

2225-00-73: STH 32 (School Road to Dean Road)

The following utilities will require work during construction:

AT&T Wisconsin has existing aerial and underground communications facilities within the project limits. The existing underground facilities cross the proposed water main, proposed hydrants, and proposed storm sewer at multiple locations. AT&T Wisconsin is in the process of migrating customers from their copper network to a fiber network. AT&T Wisconsin will discontinue their copper network from station 134+60 to station 168+50 and remove the retired copper and pedestals prior to construction based on an anticipated contractor start of April 2025. AT&T Wisconsin will relocate the existing pedestal on the southeast corner of the Dean Road intersection in conflict with a proposed curb ramp at station 270+98, 48' RT prior to construction based on an anticipated contractor start of April 2025. AT&T Wisconsin will protect and support existing facilities during grading, water main, and storm sewer construction at the locations shown below.

Proposed Improvement crossing AT&T Wisconsin	Location (station, offset)
Water Main	218+75, 6' LT
Storm Sewer Pipe & Manhole	218+94, 24' RT
Water Main	234+67, 18' LT
Storm Sewer Pipe	259+69, 28' RT

Everstream has existing underground communications facilities within the project limits. Everstream's existing facilities have several crossings with proposed water main at stations 142+00, 146+50, 149+75, and 158+75. Everstream will adjust their communication facilities in conjunction with water main and grading operations. It is anticipated that Everstream will need 1 working day at each location to complete this work.

Milwaukee Metropolitan Sewerage District (MMSD) – Sewer has existing underground sewer facilities within the project limits. Proposed water main crosses the existing 15" MMSD MIS at station 211+80, 32' RT (Water Main station 29+31.79). In conjunction with water main and grading operations, MIS cover material will need to be exposed, removed, and replaced with crushed stone by MMSD. It is anticipated that MMSD will need 1 working day at each location to complete the work. In conjunction with paving operations, MMSD has one existing manhole to adjust within the pavement resurfacing limits at station 201+66, 20' LT. It is anticipated that MMSD will need 1 working day to complete the work.

Village of Fox Point – Sewer has existing underground sanitary sewer facilities within the project limits. Adjust manholes as directed by the engineer and shown in the plans and bid items.

Village of Fox Point – Water has existing underground water facilities within the project limits. Install new water facilities and adjust water valve boxes as shown in the plans and bid items.

We Energies – Gas has existing underground gas facilities within the project limits. We Energies – Gas plans to complete relocations prior to construction based on an anticipated contractor start of April 2025. Throughout the corridor, We Energies – Gas is discontinuing and replacing its existing gas main on the east side of the roadway. At the north end of the corridor, from Gray Log Lane to Dean Road, the proposed main crosses to the west side of the roadway. The proposed gas facilities also cross the roadway at various side roads to link up with existing facilities in adjacent neighborhoods. During construction and in conjunction with grading and paving operations, We Energies – Gas will adjust the following valve boxes.

- V22602 = 142+61, 52' Left
- V13662 = 146+36, 54' Left
- V09487 = 174+65, 31' Right
- V28691 = 216+62, 44' Right
- V28692 = 225+84, 35' Right
- V28695 = 247+54, 38' Right
- V15978 = 254+94, 28' Right
- V24793 = 255+40, 35' Right
- V09548 = 271+56, 26' Left

It is anticipated that We Energies – Gas will need 1 working day to complete each adjustment.

The following utility owners have facilities within the project limits that need adjustments:

We Energies – Electric has existing aerial and underground electric facilities within the project limits. We Energies – Electric plans to complete relocations prior to construction based on an anticipated contractor start of April 2025. We Energies – Electric plans to relocate power pole guy wires at station 270+97, moving the existing west guy anchor approximately 2' south to resolve a conflict with a proposed curb ramp. We Energies – Electric will discontinue existing facilities under sidewalk adjacent to and crossing Churchill Lane and bore a new underground electric facility from station 258+99 to station 259+91, approximately 18' LT across Churchill Lane to accommodate proposed storm sewer.

The following utility owners have facilities within the project limits:

Spectrum has existing aerial and underground communications facilities within the project limits. The existing fiber optic facilities cross the proposed water main at multiple locations. No conflicts are anticipated.

Verizon Business has existing underground communications facilities within the project limits. The existing facilities cross the proposed water main at multiple locations. No conflicts are anticipated.

ID 2225-00-74: Const/Ped Enhancement (6 Locations on Lake Dr)

All coordination was done under Project 2225-00-73.

2225-00-83: Const/Watermain (School Road to Dean Road)

All coordination was done under Project 2225-00-73.

20. Other Contracts.

Add the following project anticipated to be under construction concurrently with the work under this contract:

Village of Fox Point 2024 Drainage and Water Main Improvements Lake Drive Fox Point Contact: Scott Brandmeier, P.E.; (414) 351-8900 ext. 6624; sbrandmeier@villageoffoxpoint.com

42. Temporary Pedestrian Crossings.

Replace entire article language with the following:

A Description

This special provision describes furnishing, installing, and removing temporary pedestrian crossings conforming to standard specs 205, 208, 305, 520, 625, 629, 631, 637, 643, and 644, as the plans show, and as follows.

B Materials

Furnish materials as the plans show and engineer directs conforming the standard specs for the following:

Excavation Common	
Borrow	208.2
Base Aggregate Dense	305.2
Culvert Pipe Temporary	520.2
Topsoil or Salvaged Topsoil	625.2
Erosion Mat	628.2
Fertilizer	629.2
Seed and Water	630.2
Sod and Water	631.2
Temporary Marking Crosswalk	643.2
Temporary Pedestrian Surface	644.2
Temporary Pedestrian Curb Ramp	644.2
Temporary Pedestrian Detectable Warning Field	644.2
Temporary Pedestrian Barricade	

C Construction

Construct the temporary pedestrian crossings at the locations on the plans and as the engineer directs. Utilize temporary culvert pipes, temporary pedestrian surfaces, temporary earthwork, temporary bridges, and temporary railings as needed to ensure ADA-compliant temporary pedestrian crossings of roadway ditches.

Remove all temporary materials after completion of the permanent curb ramp and pedestrian crossing.

Restore disturbed areas at temporary pedestrian crossings with topsoil or salvaged topsoil, fertilizer, seeding mixture no. 40 and erosion mat urban class I type B or sod, and water.

Dispose of all surplus and unsuitable material as specified in standard spec 205.3.12.

D Measurement

The department will measure Temporary Pedestrian Crossings as each individual plan location acceptably completed. A temporary diversion of a pedestrian route from an existing pedestrian facility into or across a roadway and back to an existing pedestrian facility is considered one location.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Temporary Pedestrian CrossingsEach

Payment is full compensation for all excavating, grading, placing borrow, base aggregate, shaping, and compacting; for providing and placing temporary culvert pipes, topsoil or salvaged topsoil, fertilizer, seeding and erosion mat or sod, and water, temporary crosswalk markings, temporary pedestrian surfaces, temporary pedestrian curb ramps, temporary pedestrian detectable warning fields, and temporary pedestrian barricades; for furnishing and placing ADA-compliant roadway ditch crossings; for removing all temporary materials; for restoring disturbed areas; and for disposing of surplus materials at each temporary pedestrian crossing location.

Traffic control drums, traffic control signs, and traffic control barricades will be paid for separately.

Schedule of Items

Attached, dated January 9, 2025, are the revised Schedule of Items Page 1 – 13.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 3, 27, 28, 31, 32, 33, 34, 35, 36, 38, 39, 40, 45, 46, 47, 48, 99, 100, 103, 104, 105, 106, 108, 110, 111, 117, 118, 119, 124, 126, 129, 136, 139, 143, 148, 150, 151, 152, 154, 160, 161, 169, 275, 277, 278, 279, 281, 282, 285, 292, 293, 297, 298, 299, 300, 301, 308.

END OF ADDENDUM

ORDER OF SECTION 2 SHEETS

GENERAL NOTES
PROJECT OVERVIEW
TYPICAL SECTIONS
CONSTRUCTION DETAILS
PLAN DETAILS
PAVING GRADES
CURB RAMP DETAILS
EROSION CONTROL PLAN
PRANNAGE PLAN

WATERMAIN DAMS SIGNING PLAN RECTANGULLAR RAPID FLASHING BEACONS PAREMENT MARKING TRAFE CONTROL STAGE CONSTRUCTION DETOUR PLAN PEDESTRANT TRAFE CONTROL PLAN ALIGNMENT PLAN

STATE AGENCIES

7711 N PORT WASHINGTON ROAD

OTHER CONTACTS

MILWAUKEE, WI 53217 PHONE: (414) 751-7230 EMAIL: ABUBB@KAPURINC.COM

VERSTREAM - COMMUNICATION LINE

324 E WISCONSIN AVENUE

MILWAUKEE, WI 53202

435 S 95TH STREET MILWAUKEE, WI 53214 PHONE: (414) 491-2855 EMAIL: JBS175@ATT.COM

WISDOT - PROJECT MANAGER

NGUYEN LY
141 WW BARSTOW STREET
WAUKESHA, WI 53188
PHONE: (262) 548-8739
EMAIL: NGUYEN LY ® DOT WI.GOV

WISDOT - UTILITY ENGINEER
DYLAN GATES
141 NW BARSTOW STRET
WALKESHA, WI 53188
PHONE: (414) 550-2689
ENAIL: DYLAN GATES@DOT.WI.GOV

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT - SEWER

PHONE: (847) 525-3511 EMAIL: JHINES@EVERSTREAM.NET

1027 W SAINT PAUL AVE MILWAUKEE, WI 53233 PHONE: (414) 750-7495 EMAIL: RYAN.PAPPAS@WI.GOV

PHONE: (414) 351-8911 EMAIL: CFREEDY@VILLAGEOFFOXPOINT.COM TOBY CARLSON 4401 W RIVER LANE BROWN DEER, WI 53223 PHONE: (114) 357-0113 EMAIL: TCARLSON@NSFIRE.ORG OX POINT POLICE DEPARTMENT CHRISTOPHER FREEDY 7300 N SANTA MONICA BLVD FOX POINT, WI 53217 **IORTH SHORE FIRE RESCUE**

PHONE: (414) 257-5992 EMAIL: DONNA,BROWNMARTIN@MILWAUKEECOUNTYWI.GOV MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION DONNA BROWN-MARTIN 10320 W WATERTOWN PLANK RD, 2ND FLOOR WAUWATOSA, WI 53226

9480 W WATERTOWN PLANK RD
WAUWATOSA, WI 53226
PHOINE: (144) 257-2725
EMAIL SARAH.TOOMSEN@MILWAUKEECOUNTYWI.GOV MILWAUKEE COUNTY PARKS
SARAH TOOMSEN

OUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

VERZON BUSINESS - COMMUNICATION LINE
RU CACTELLO JR
19775 W RYERSON ROAD
NEW BERLIN, WI 53151
PHONE; (262) 222-1823
EMAIL: BANDY (CA'RELO@VERIZON.COM
SOUT BRANDWIER R
ZOOT NEWLY WIS SATA
PHONE; (414) 237-6624
EMAIL: SBRANDMIER @VILLAGEOFFOXPOINT.COM

BEAU ABUYA BAZO NORTH DA MARTIN LUTHER KING JR. DRIVE MILWAUKEE, WI 53212 PHONE: (414) 758-9241 EMAIL: BEAU ABUYA@CHARTER.COM

PECTRUM - COMMUNICATION LINE

260 W SEEBOTH STREET MILWAUKEE, WI 53204 PHONE: (414) 225-2241 EMAIL: MLEE@MMSD.COM

VILLAGE OF FOX POINT - WATER
SCOT BRANDWIER R
7200 N SANTA MONICE R HONOR CR. WILLAGE BLOD
FOX POINT, WI SEST, PHONE: (4.41) 2.4-62.4
EMAIL: SBRANDMEIER@VILLAGEOFFOXPOINT.COM

ALCOS SCHAEFER
W140 N9100 LILLY ROAD
MENONOEE FALLS, WI 53051
PHONE: (262) 365-6452
EMAIL: JACOB SCHAEFER®WE-ENERGIES.COM

WE ENERGIES - ELECTRIC EMERGENCY PHONE: (800) 662-4797

WE ENERGIES - GAS NICK ERNSTER 500 S 116 ST

ROB MERRY - CHIEF SURVEYOR W239 N1812 ROCKWOOD DRIVE WAUKESHA, WI 53187-1607 PHONE: (262) 953-4289 EMAIL: RMERRY@SEWRPC.ORG

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
ANDY TRACER - CONSTRUCTION COORDINATOR
AND MASS MISLIZ ROCKWOOD DRIVE
PO BOX 1607

WAUKESHA, WI 53187-1607 PHONE: (262) 953-4296 EMAIL: ATRAEGER@SEWRPC.ORG

Addendum No. 01

Revised Sheet 3

January 9, 2025

ID 2225-00-73

JNION PACIFIC RAILROAD COMPANY 1525 RALEIGH STREET, SUITE 400 DENVER, CO 80204

PHONE: (303) 374-3162 EMAIL: SCOLLIER@OLSSON.COM

GENERAL NOTES COUNTY: MILWAUKEE

SHEET

Dial 🚮 or (800)242-8511

www.DiggersHotline.com

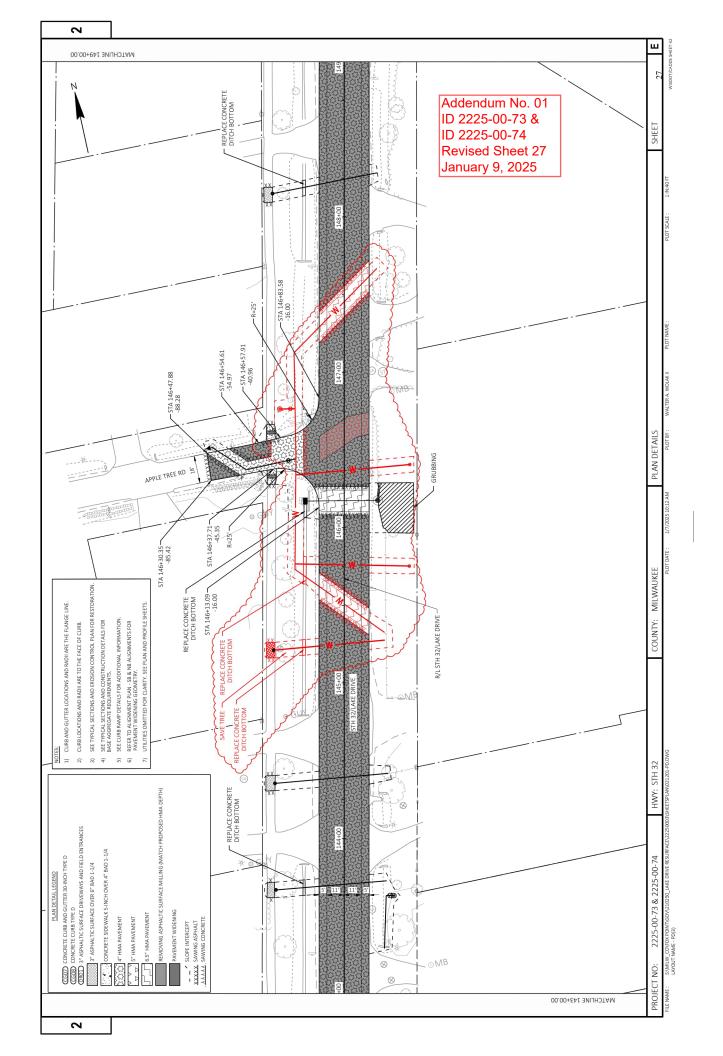
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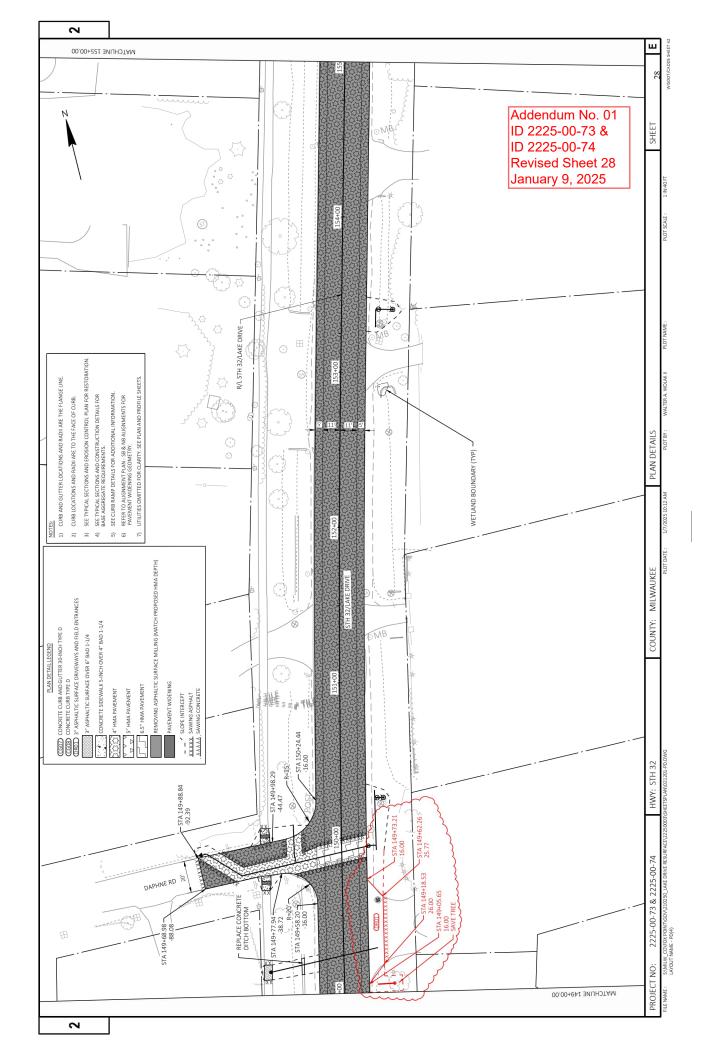
EMAIL: NICHOLAS.ERNSTER@WE-ENERGIES.COM WE ENERGIES - GAS EMERGENCY PHONE: (800) 261-5325

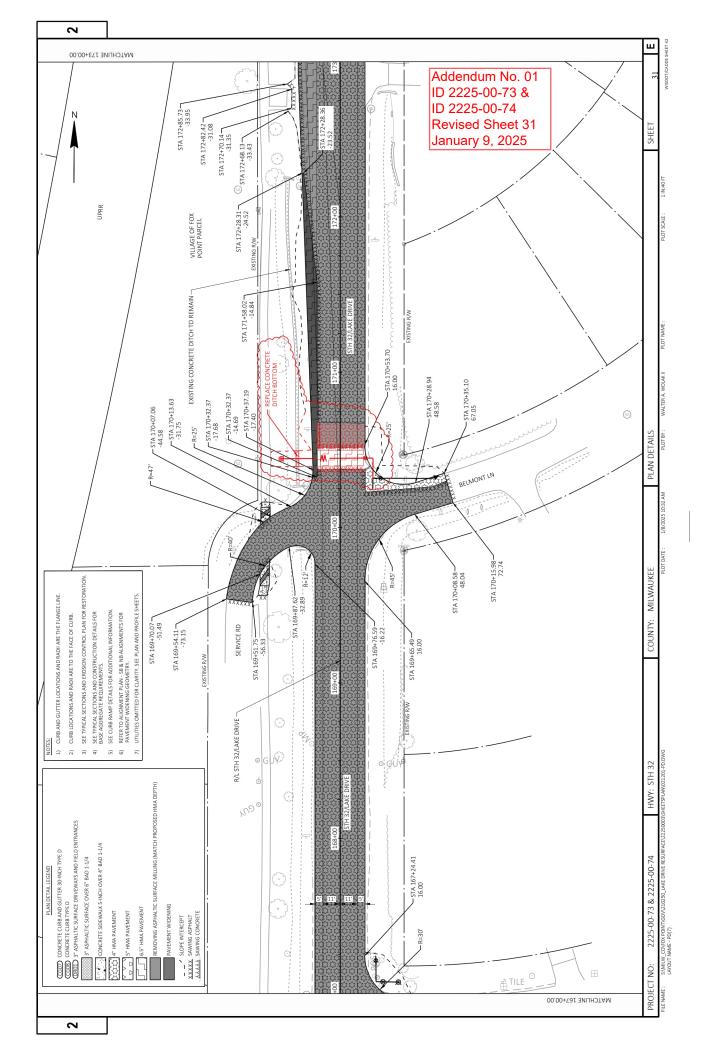
WEST ALLIS, WI 53214 PHONE: (414) 944-5574

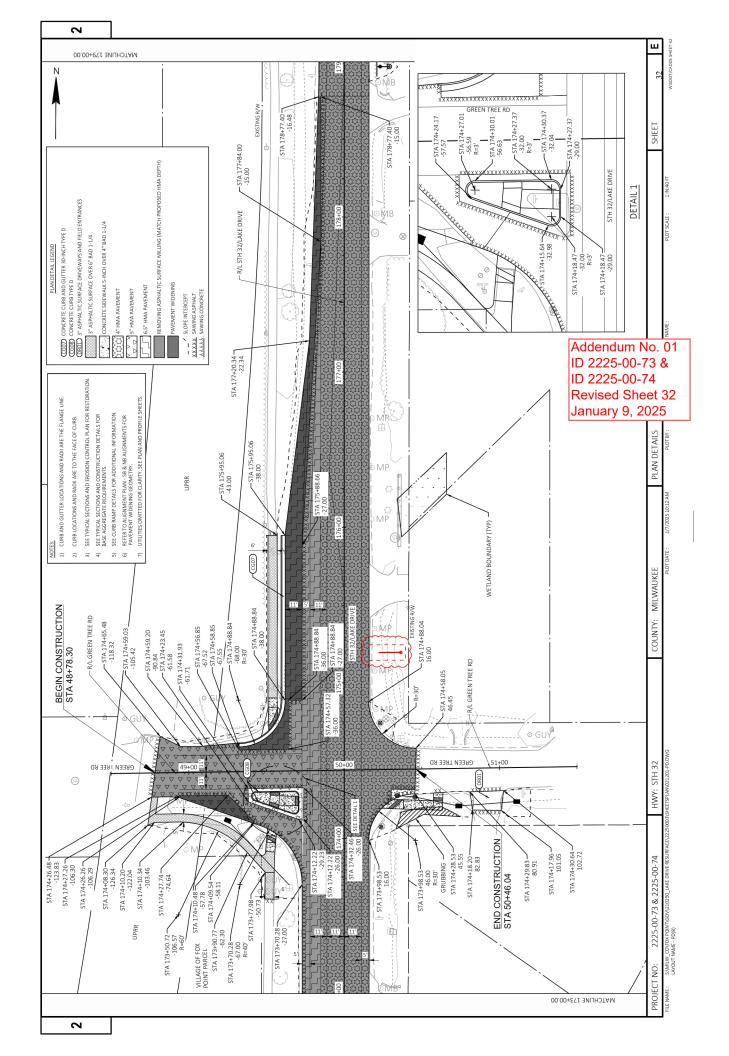
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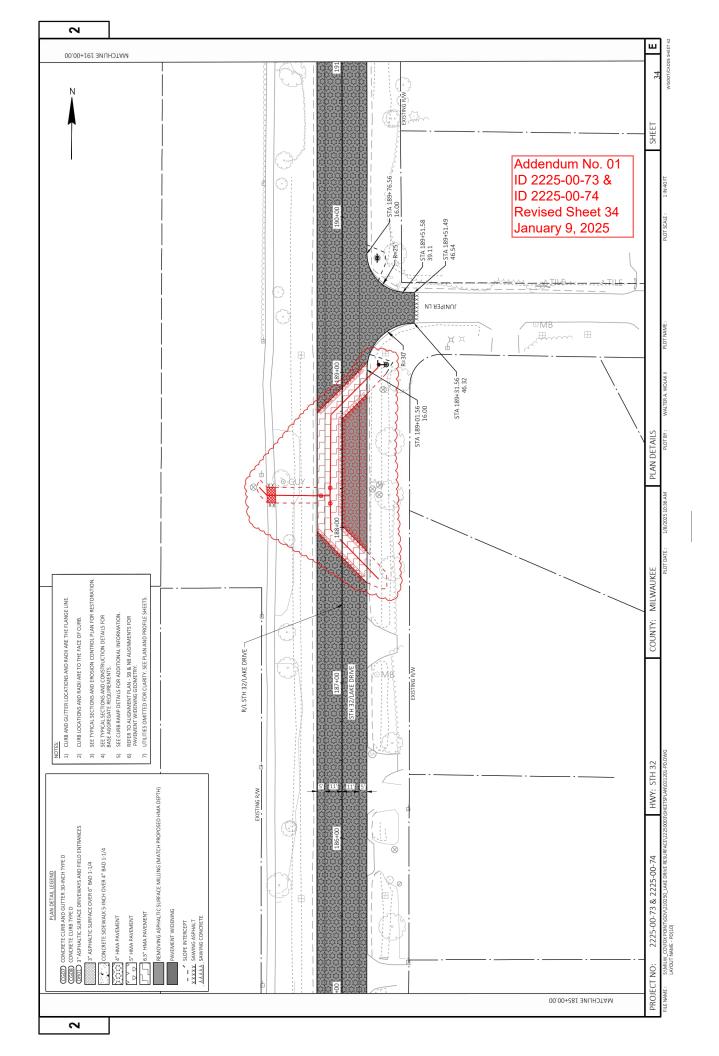
UTILITY CONTACTS

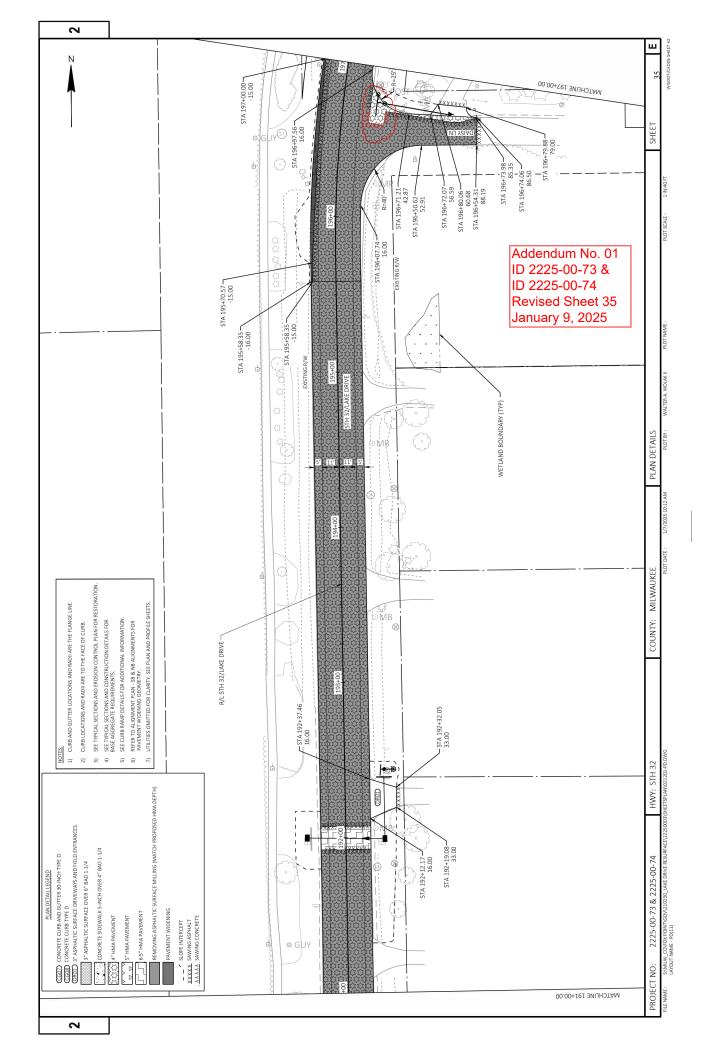


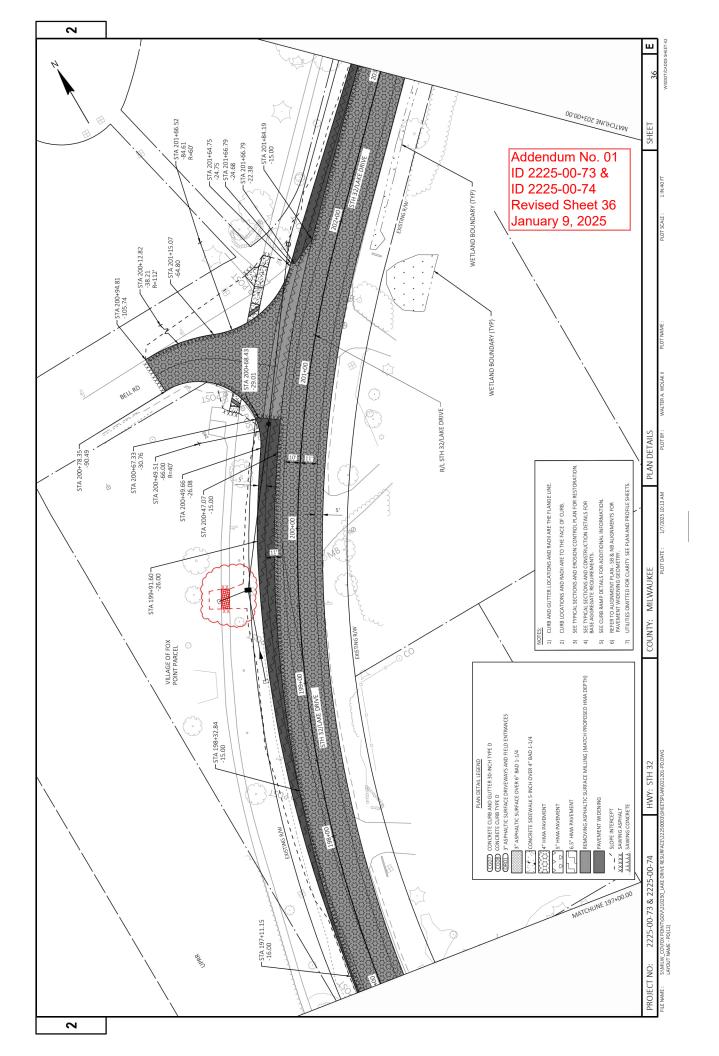


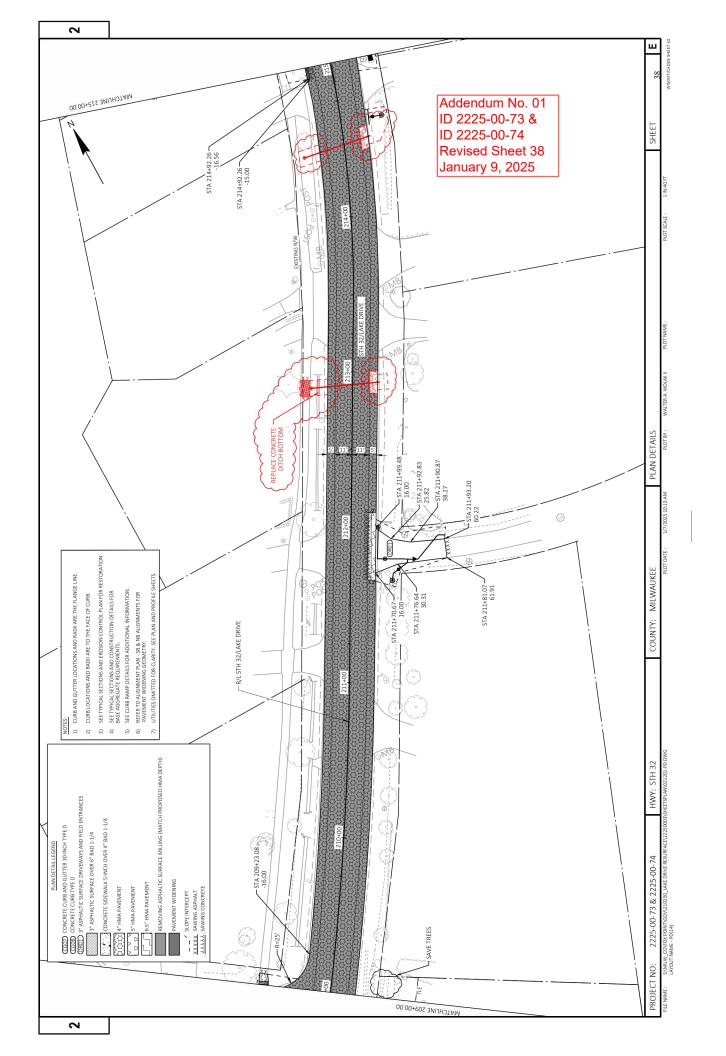


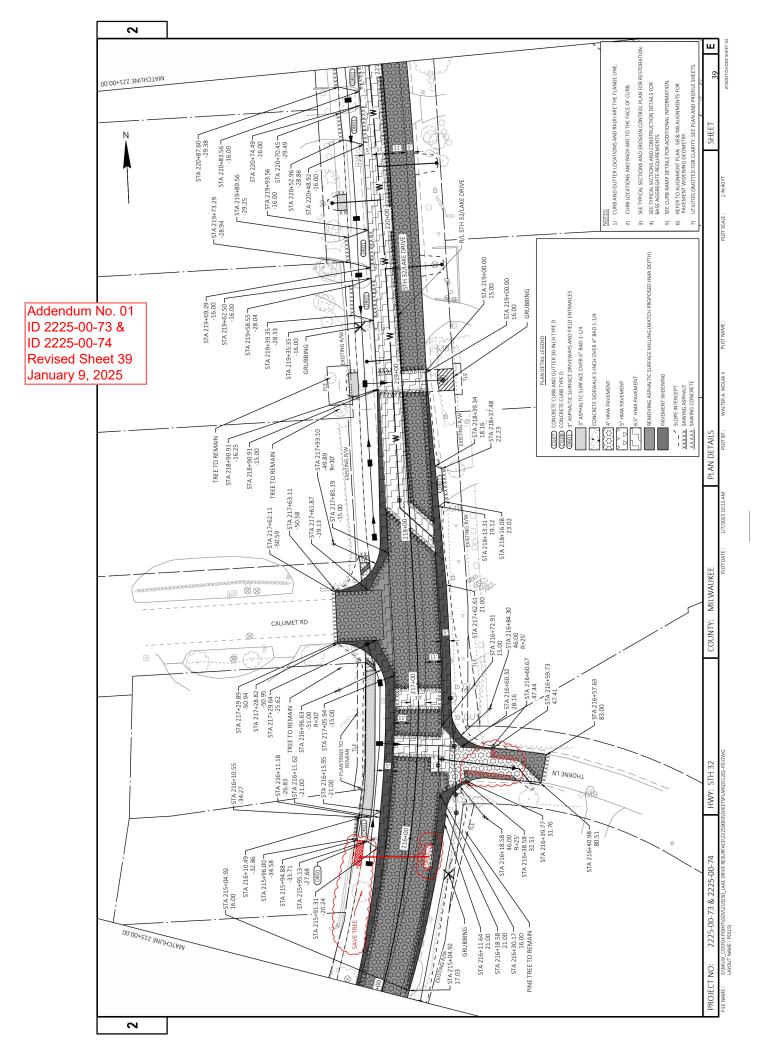


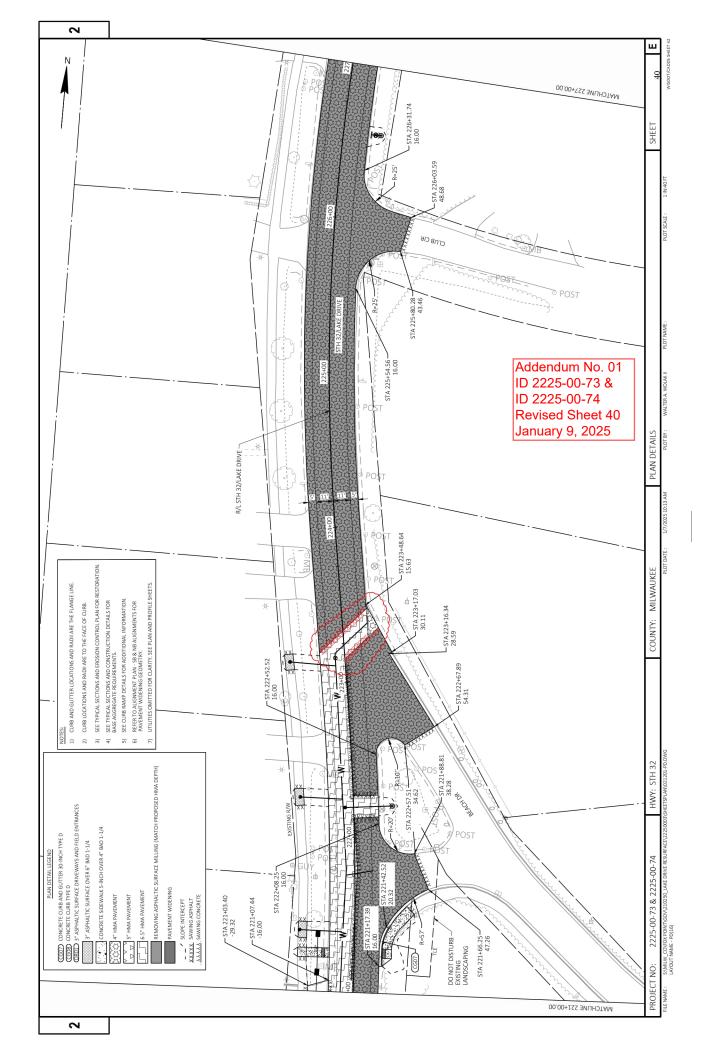


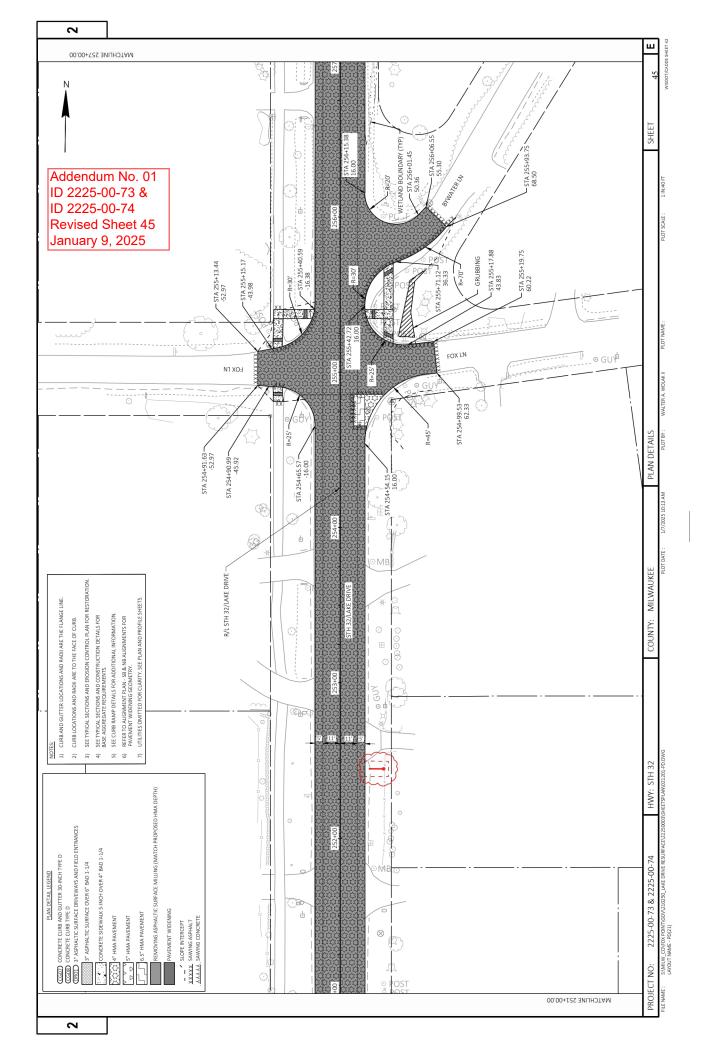


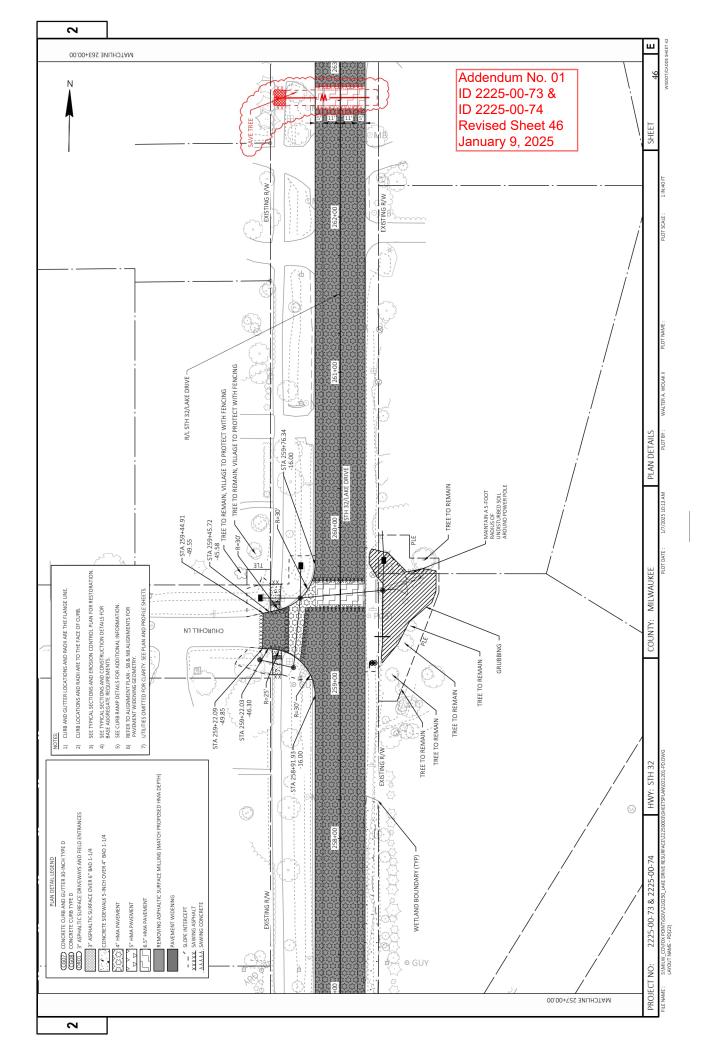


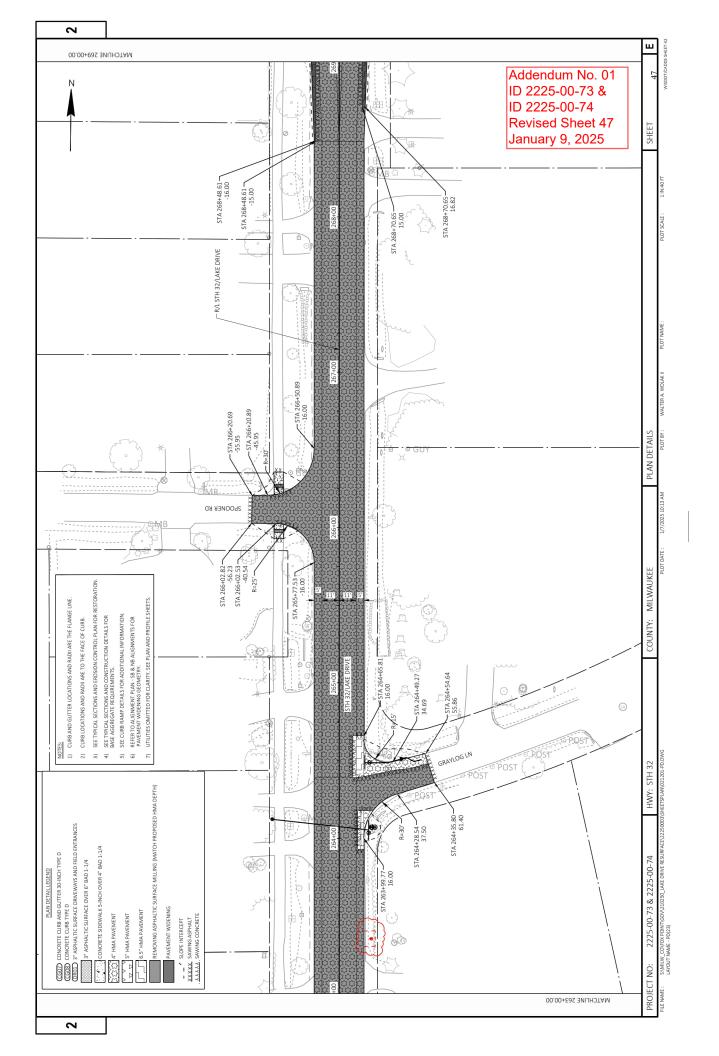


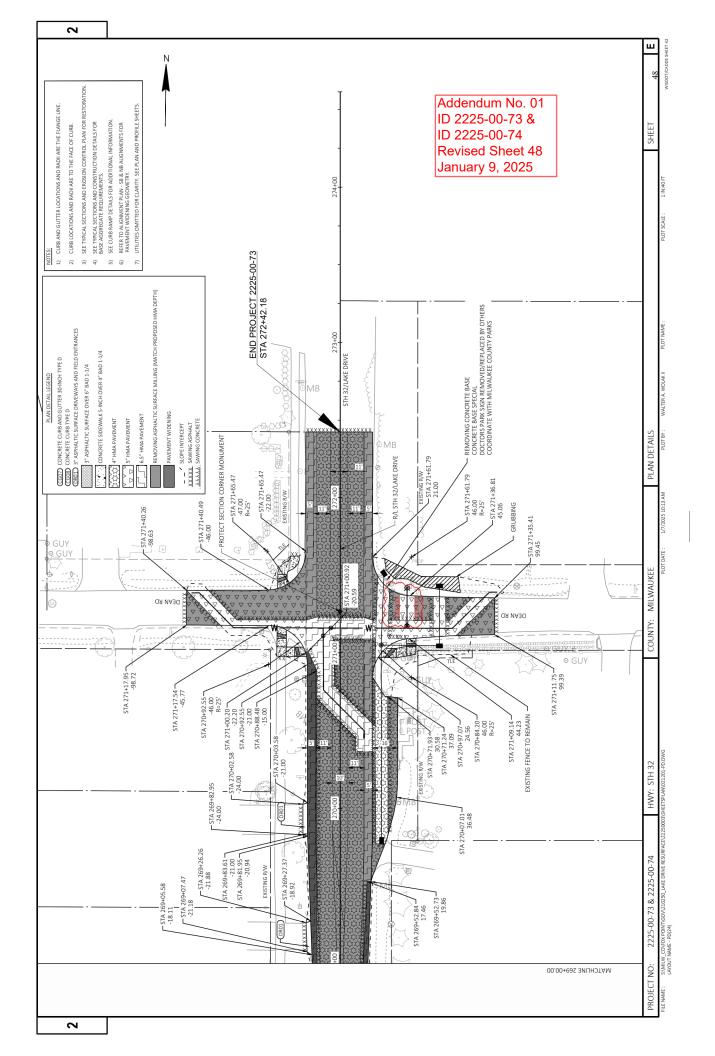


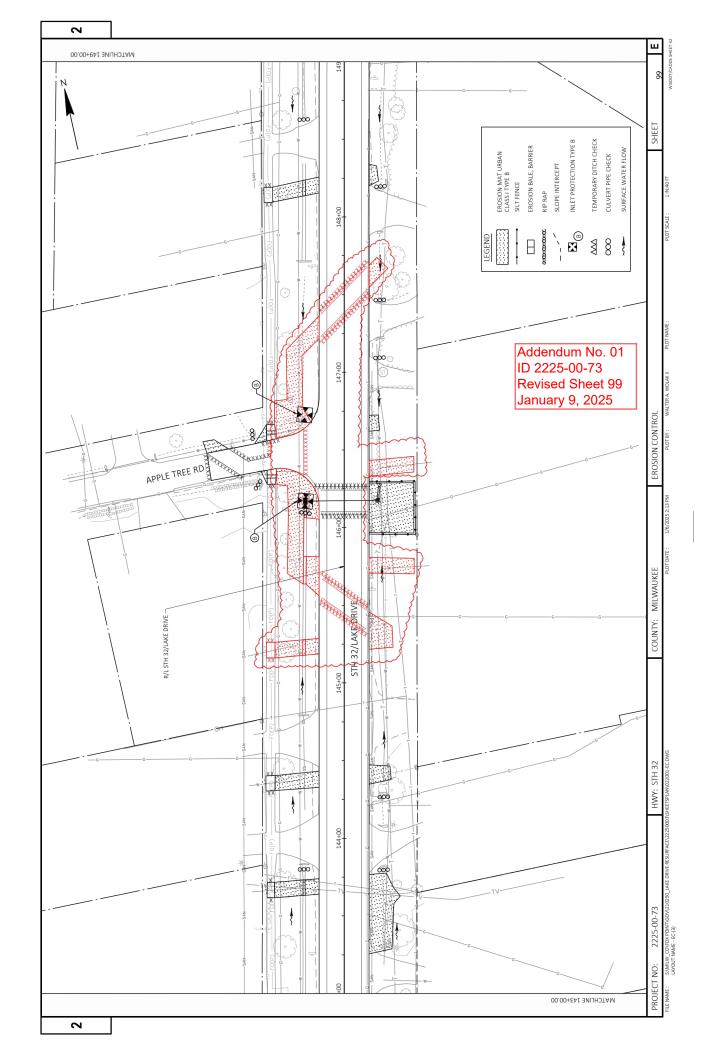


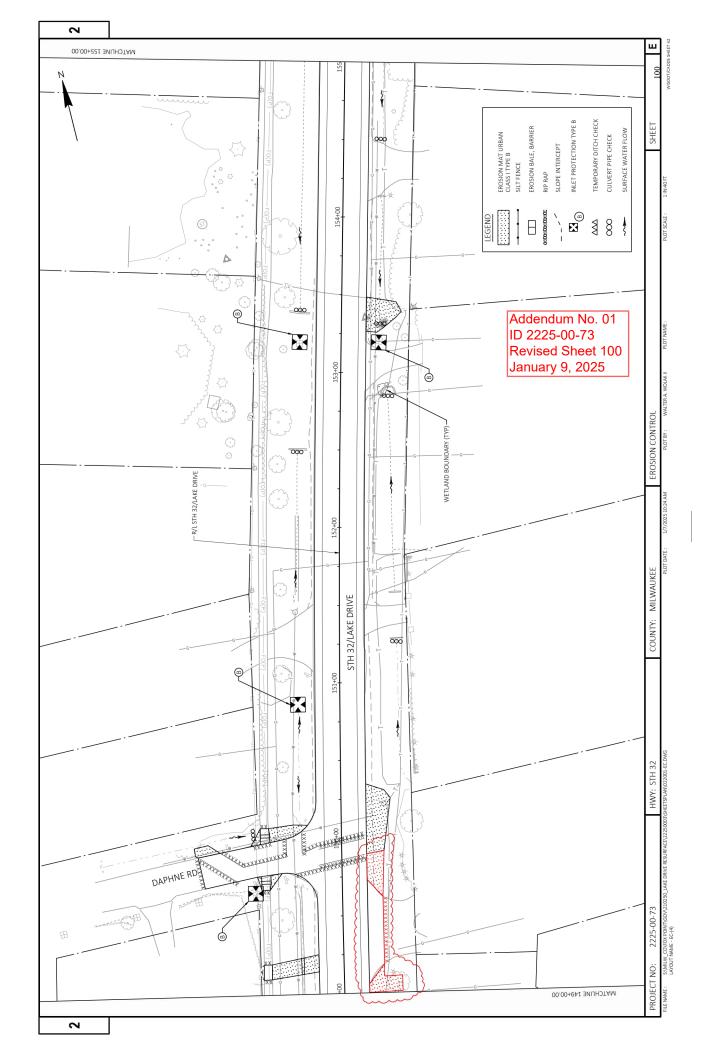


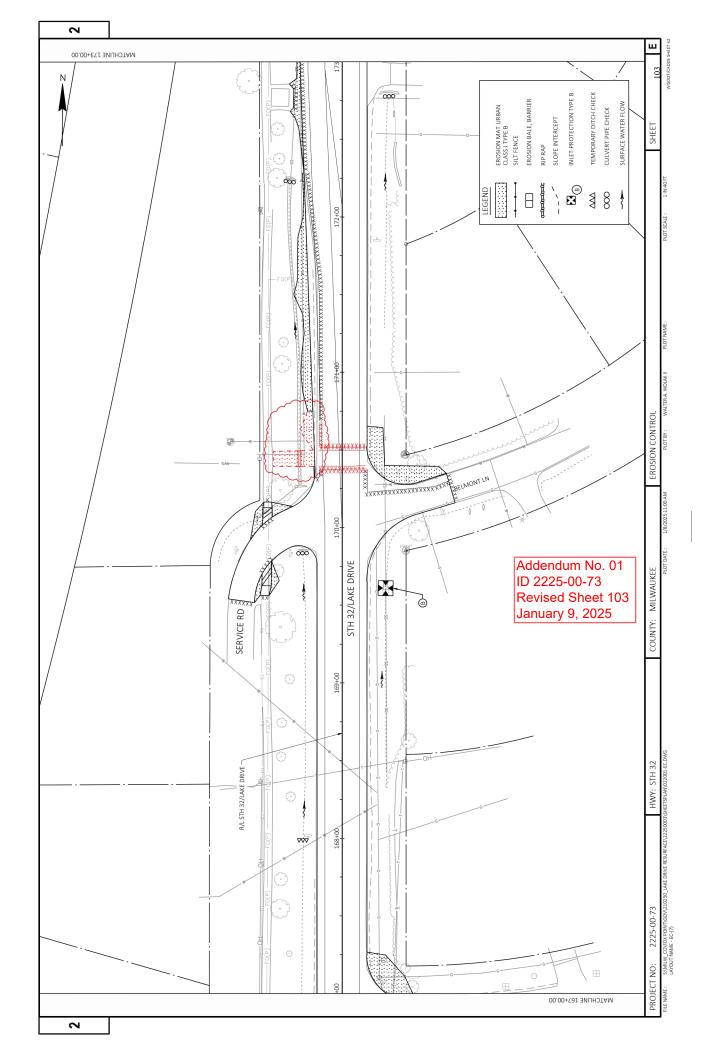


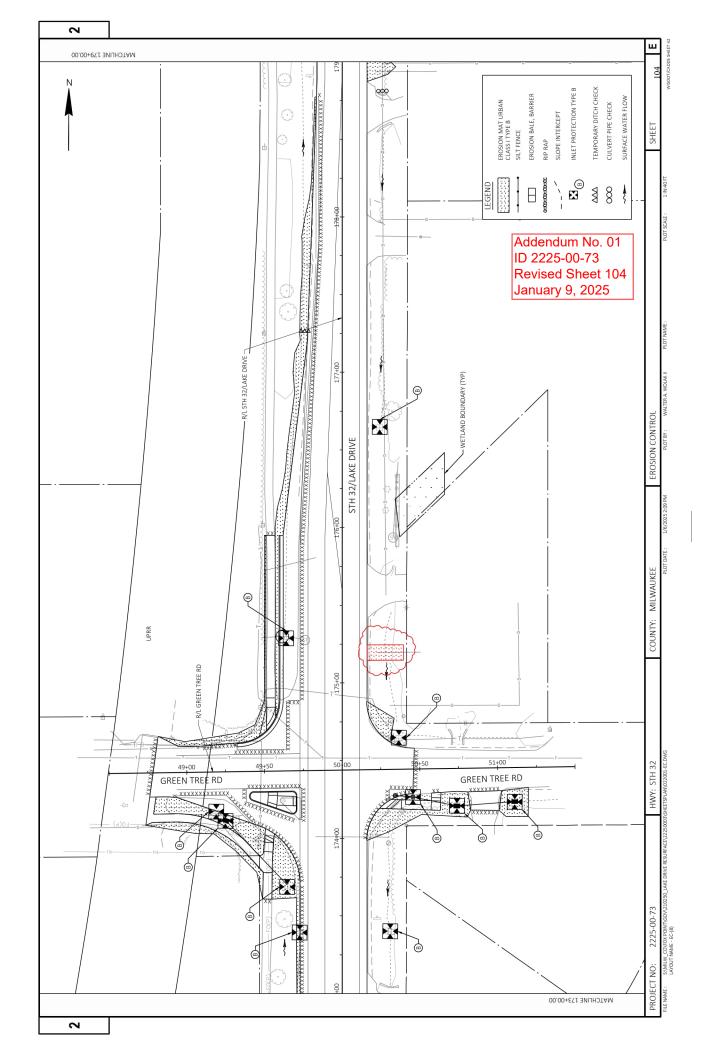


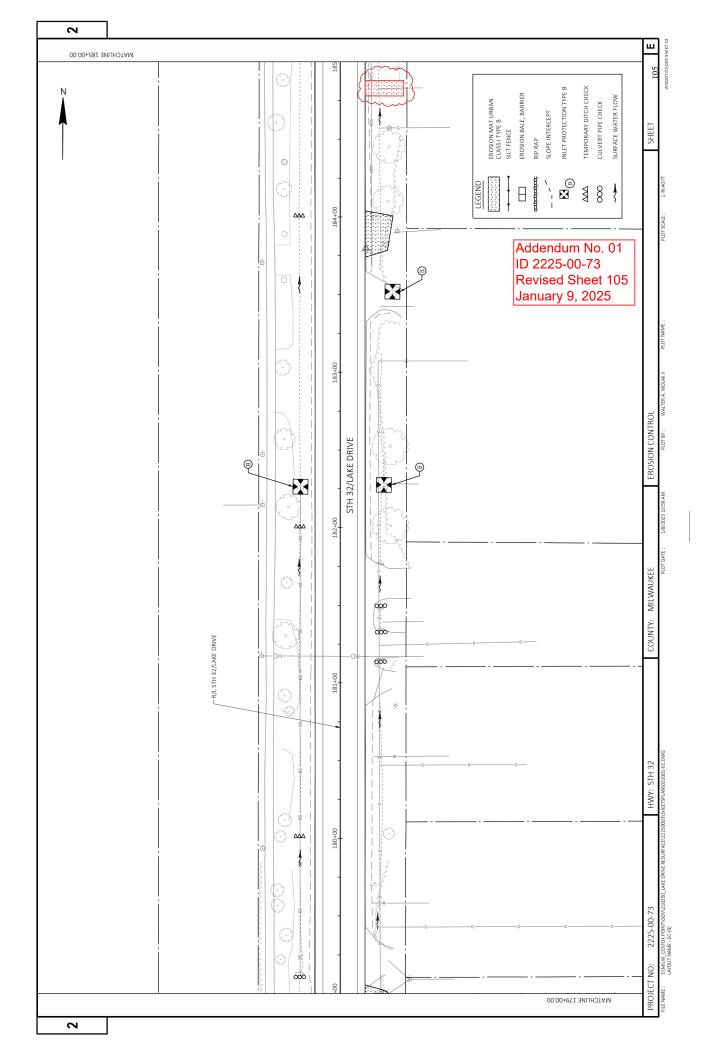


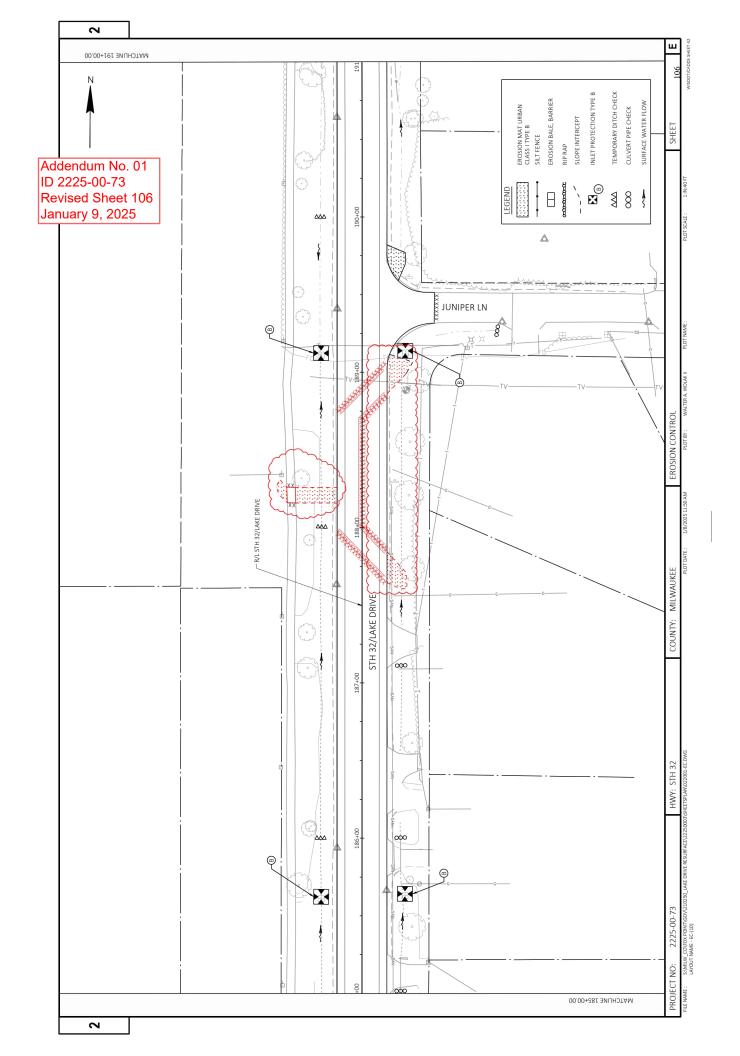


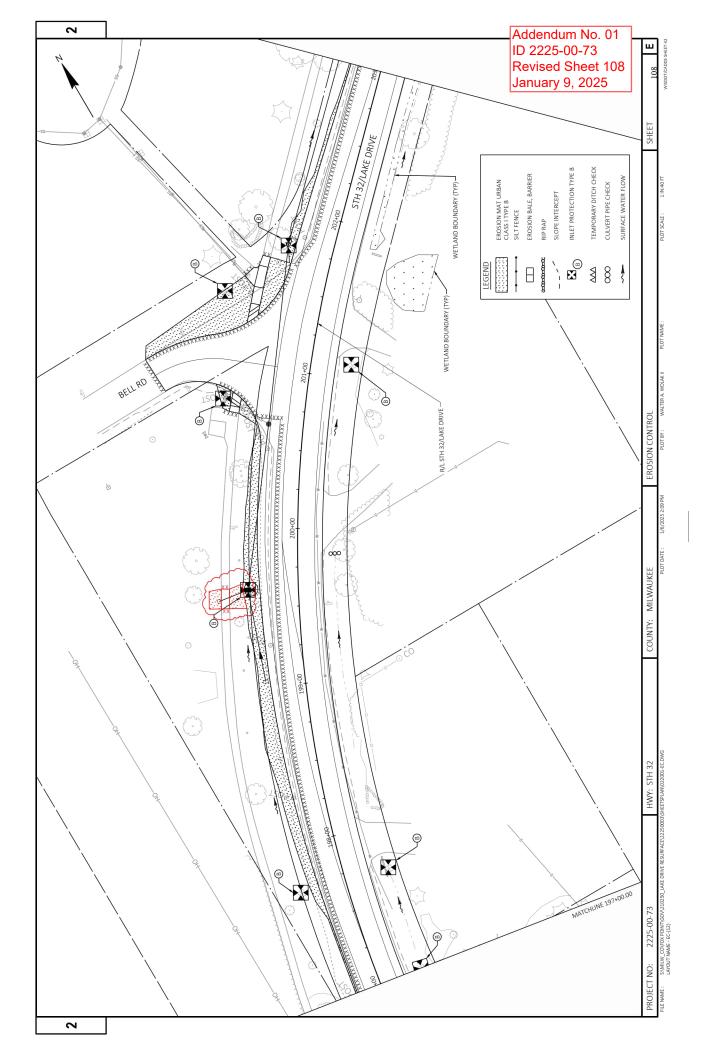


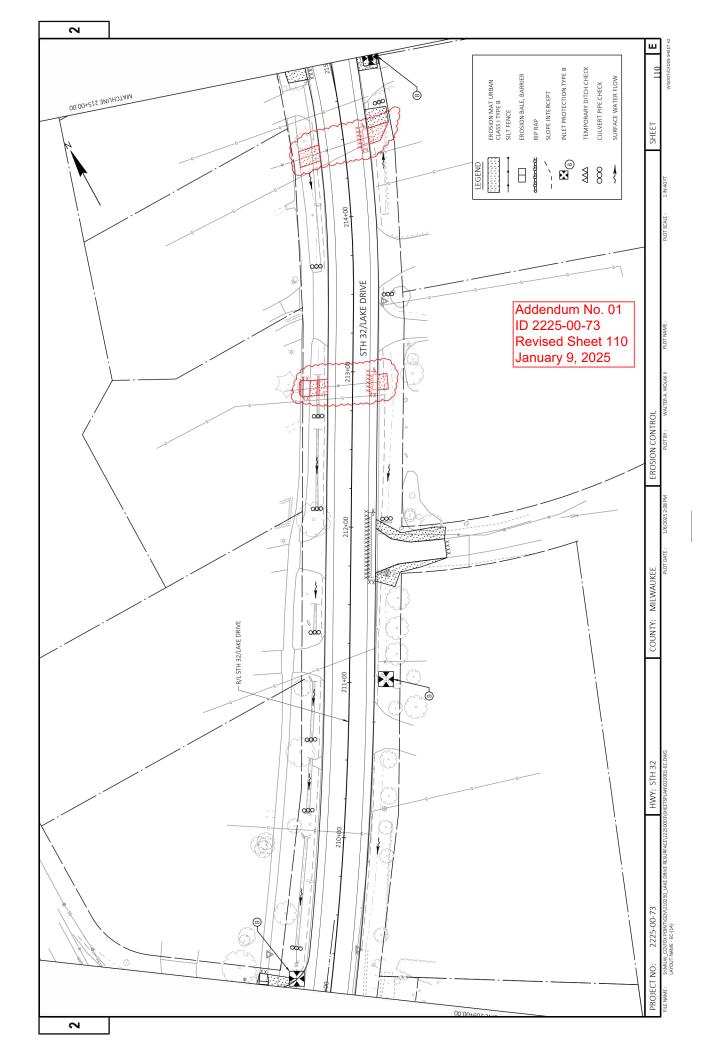


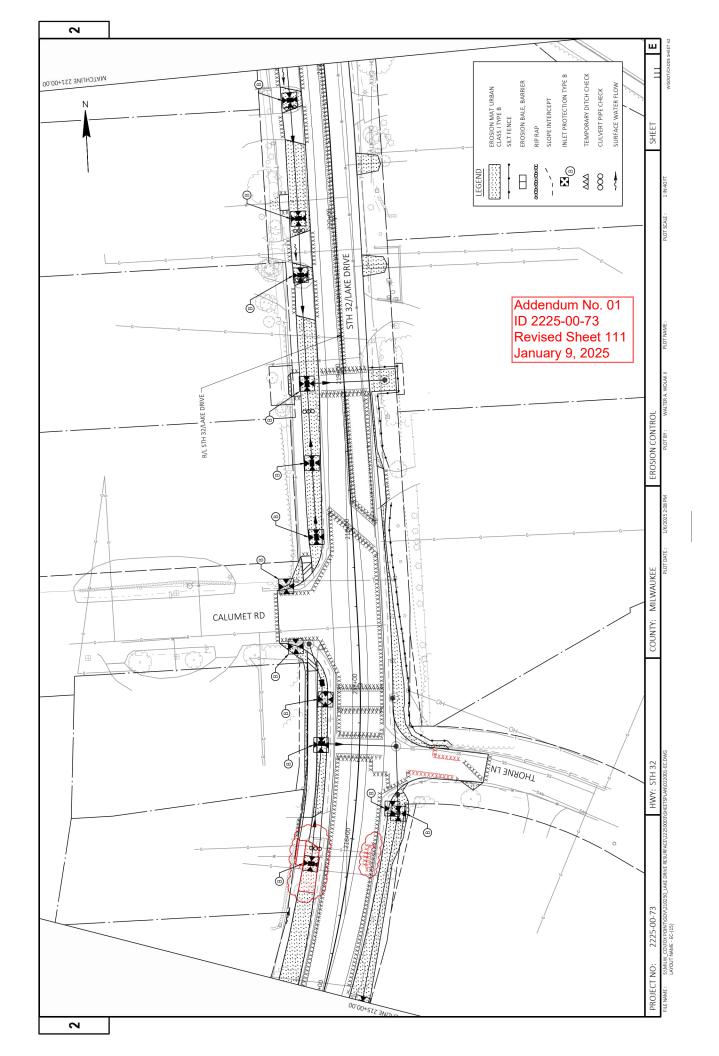


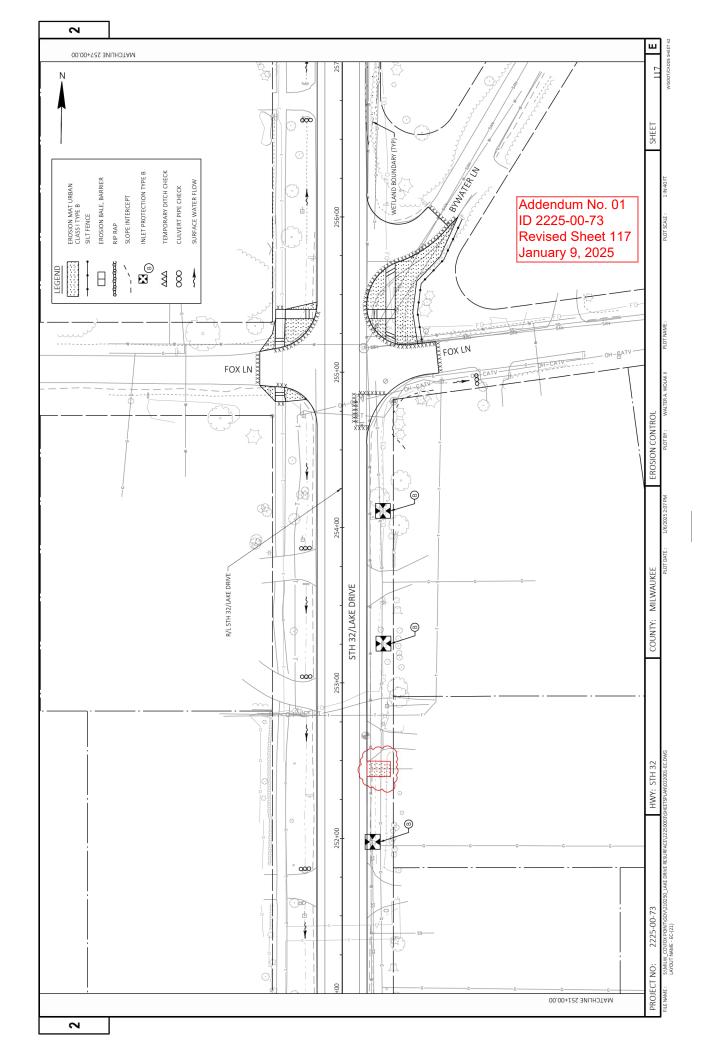


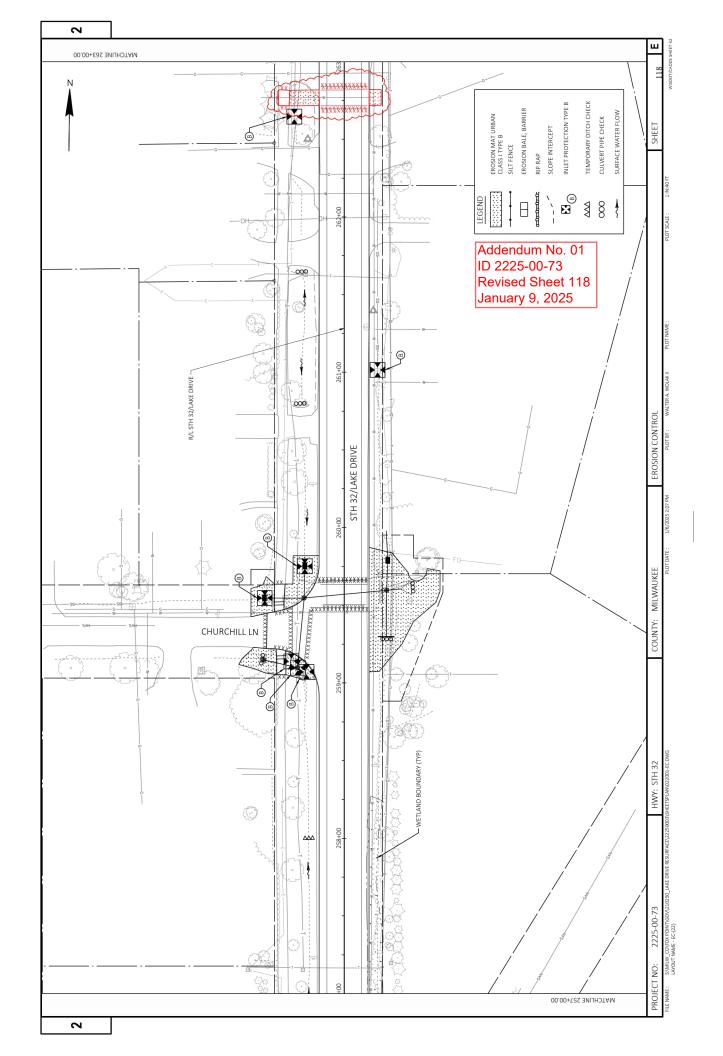


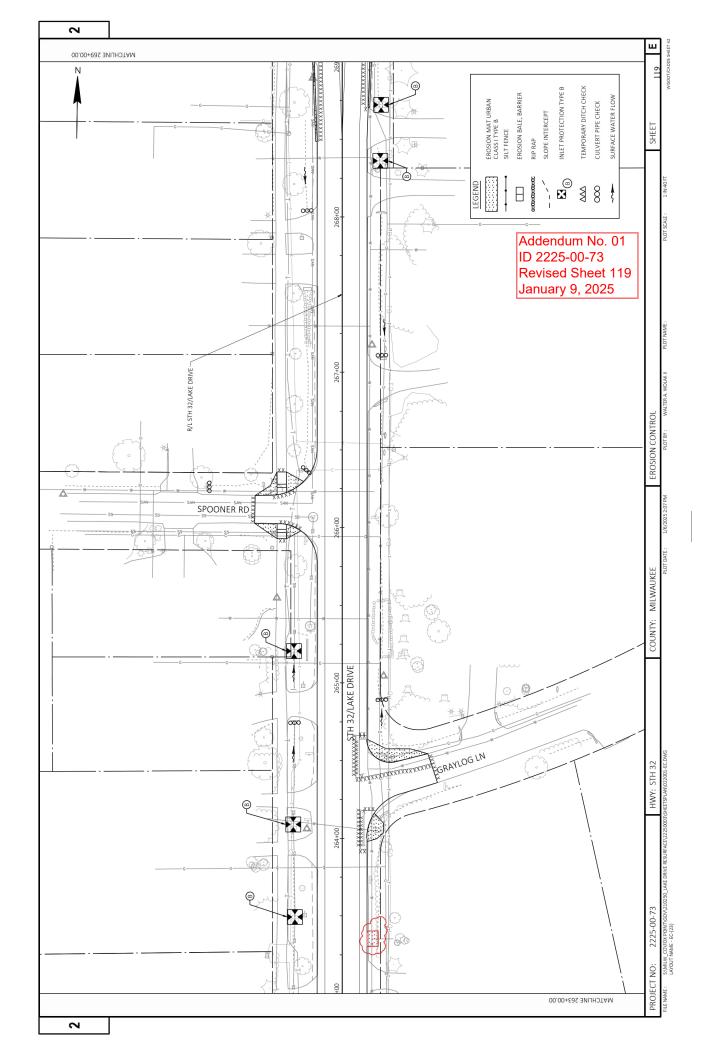


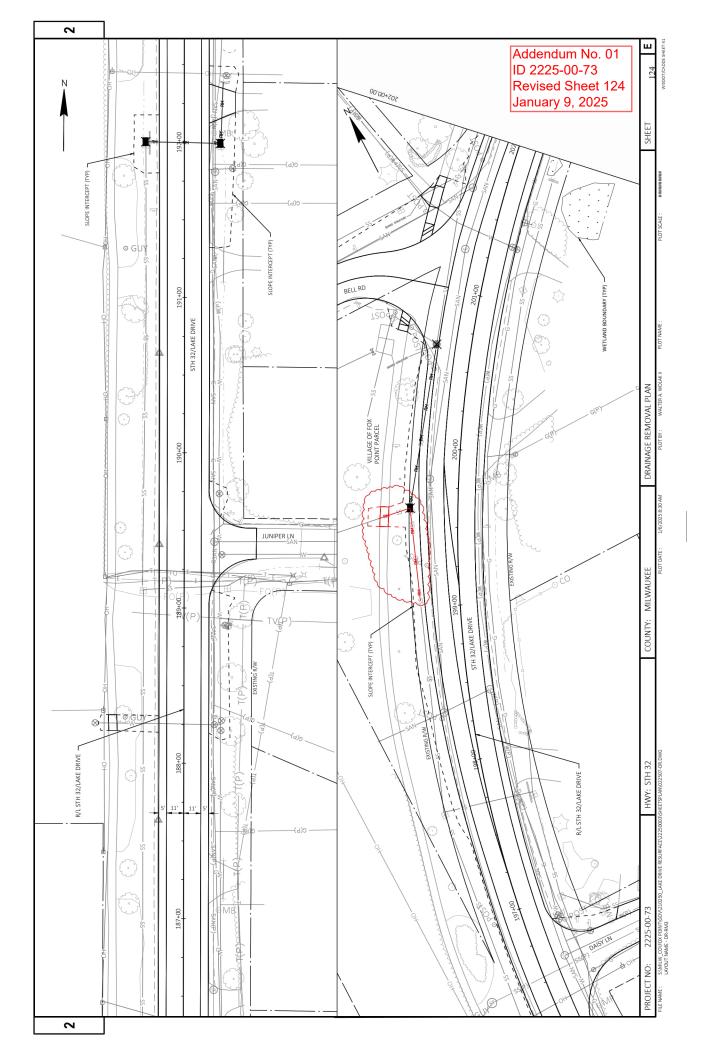




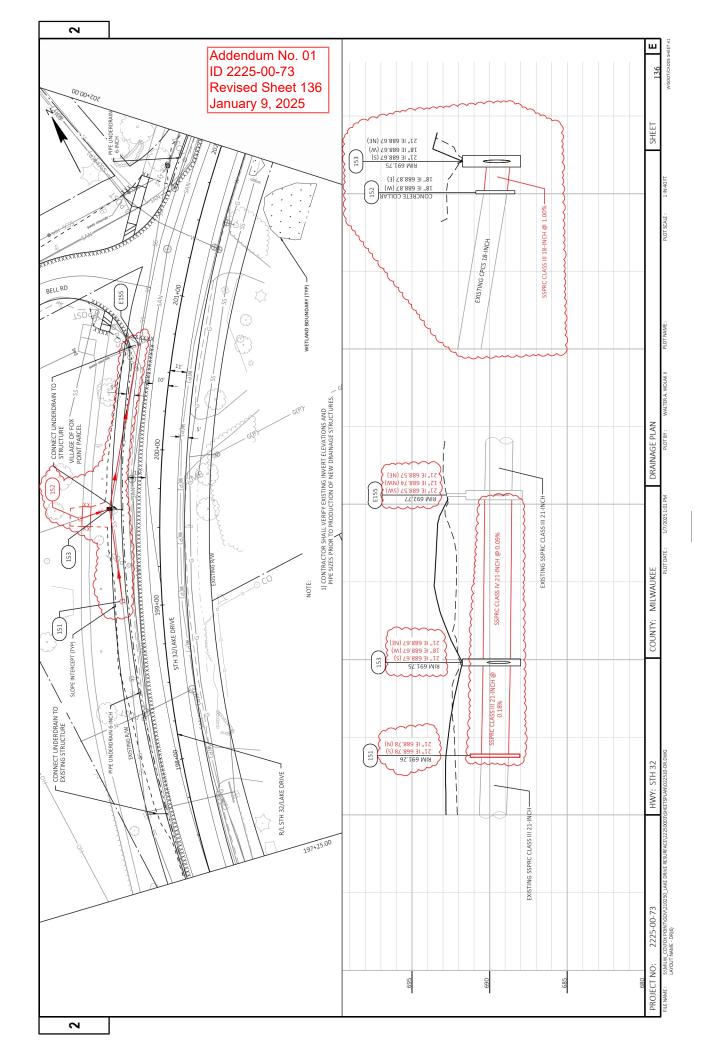


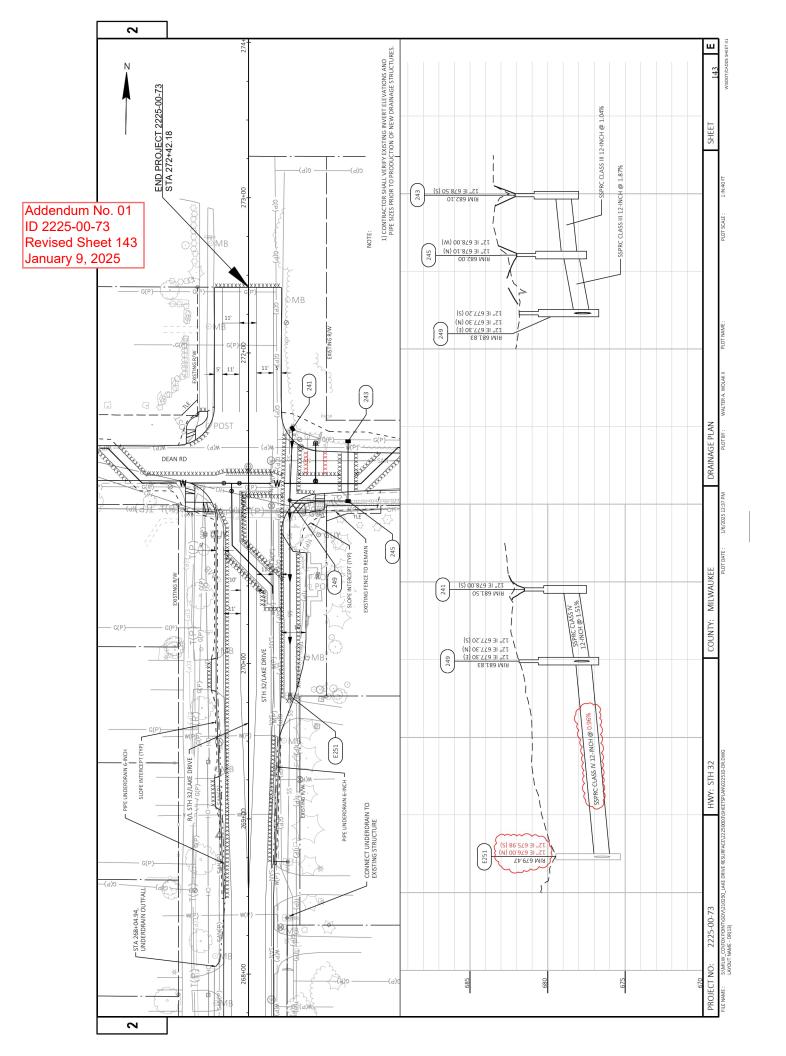


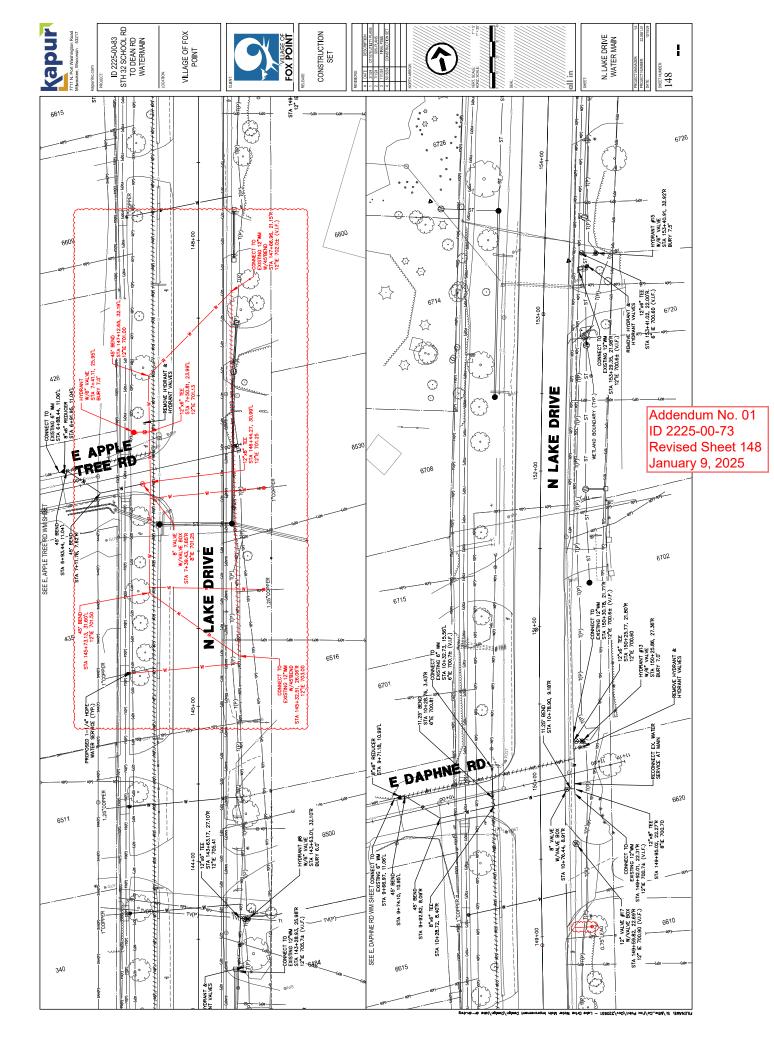


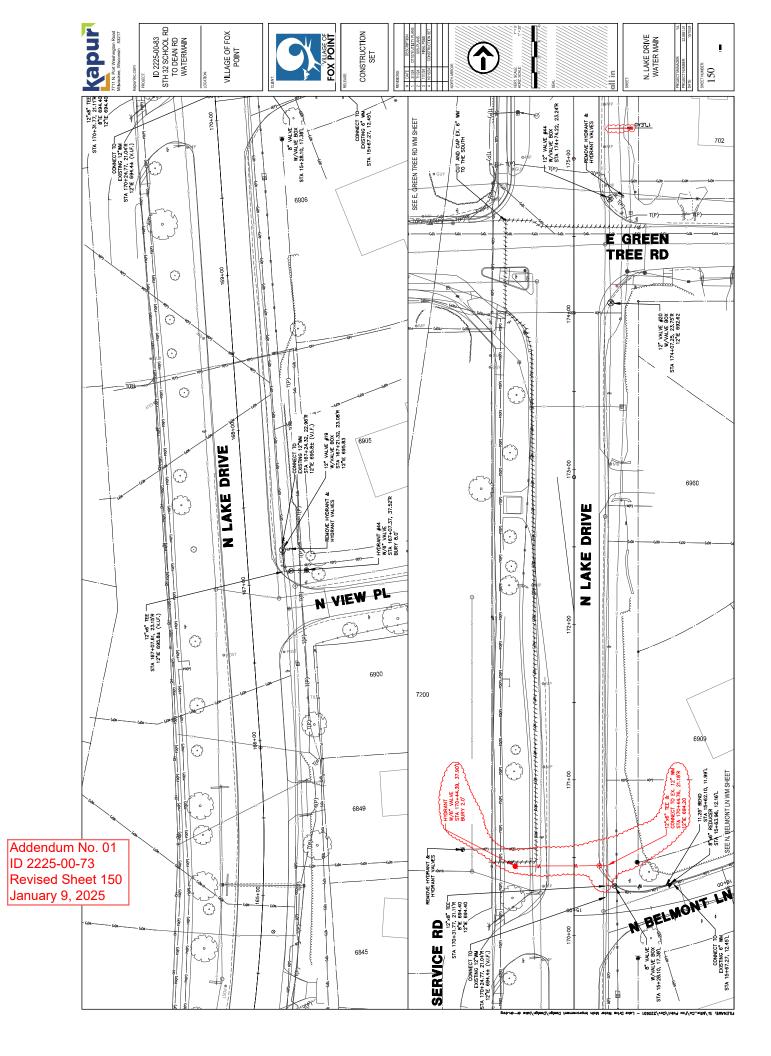


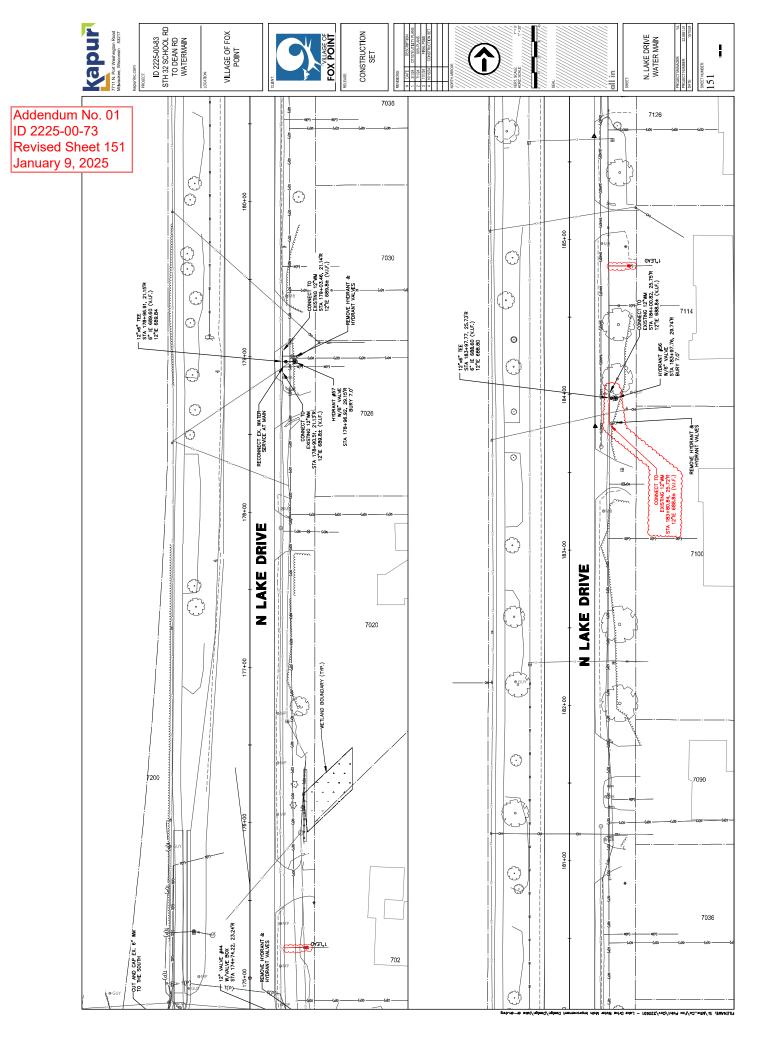


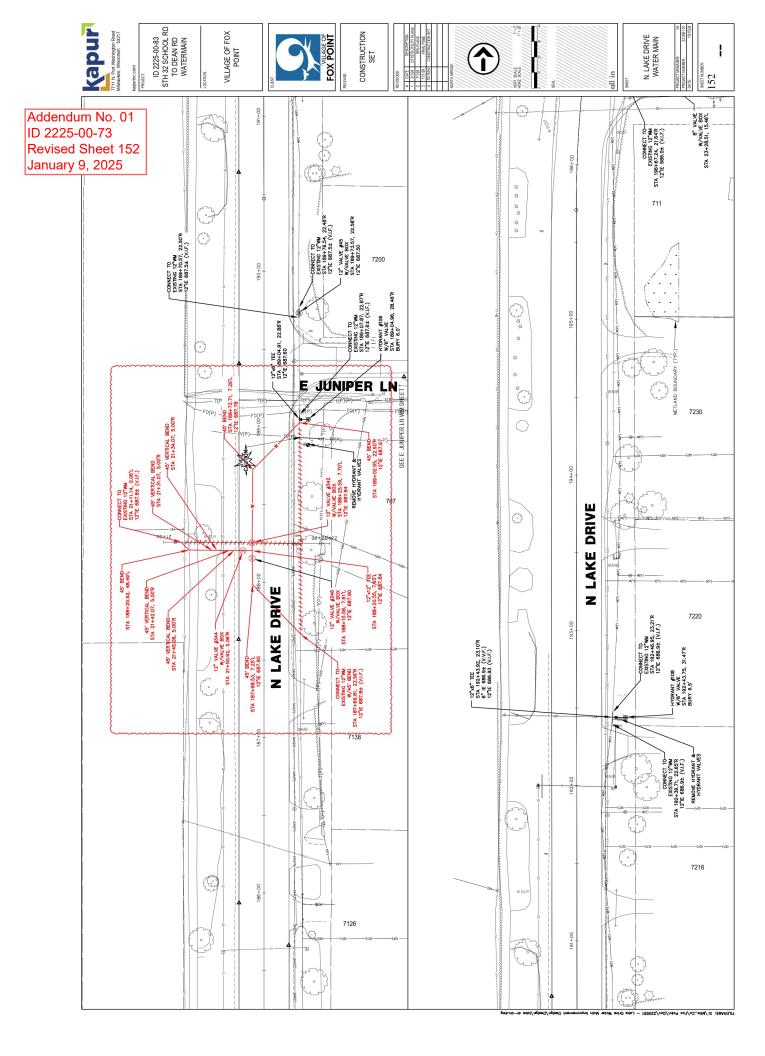


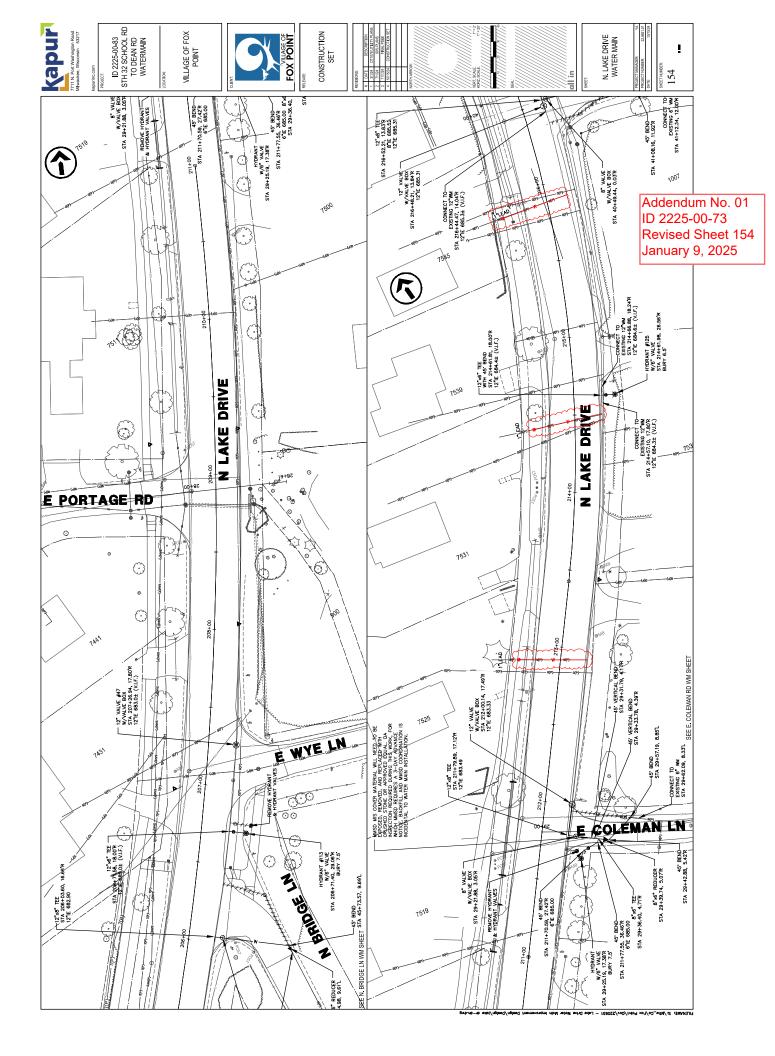


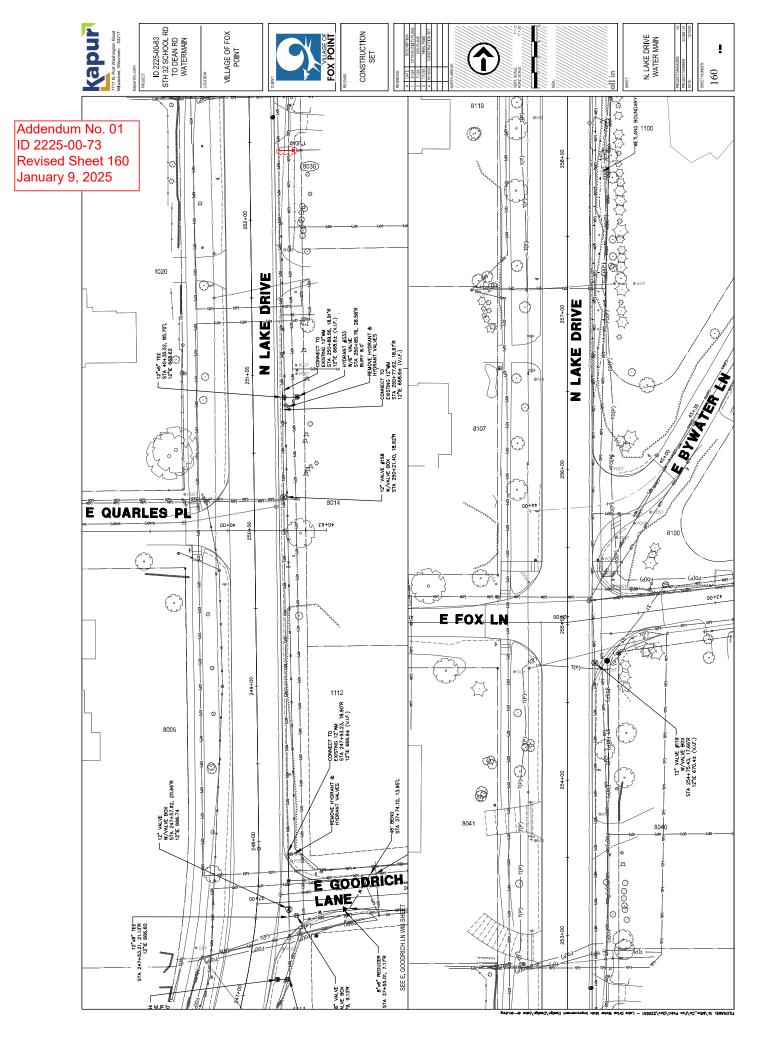


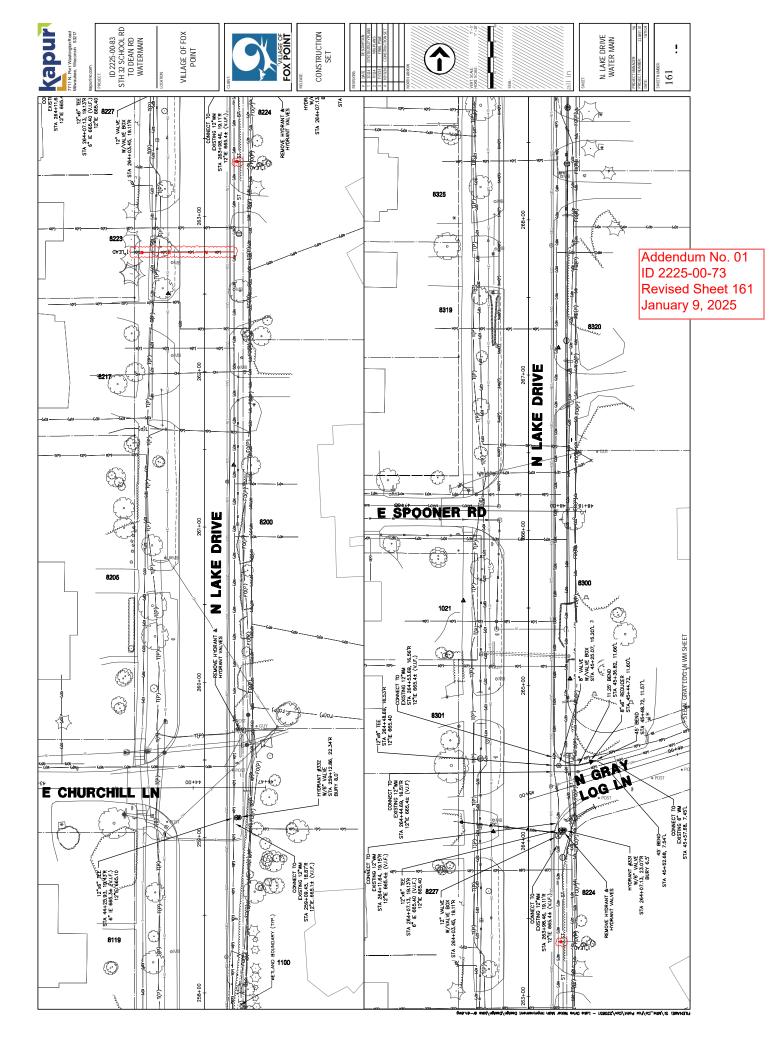


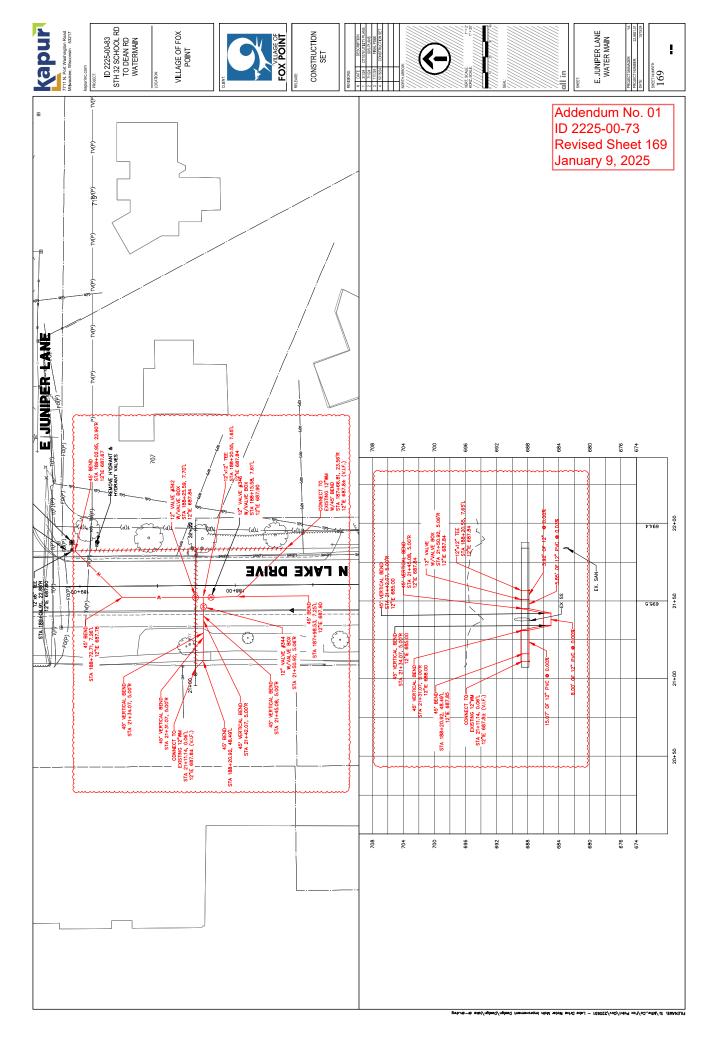




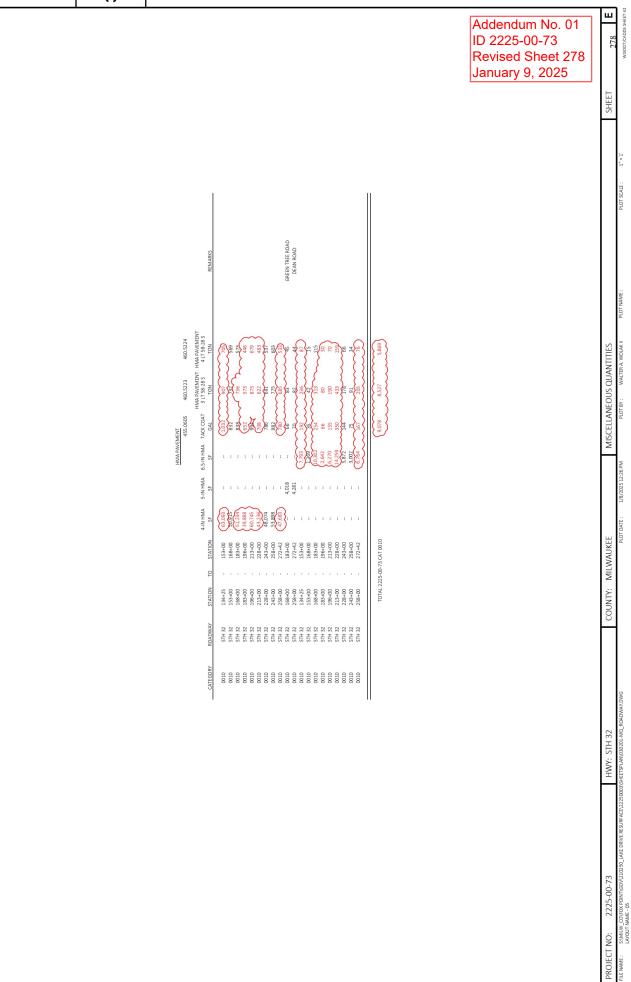




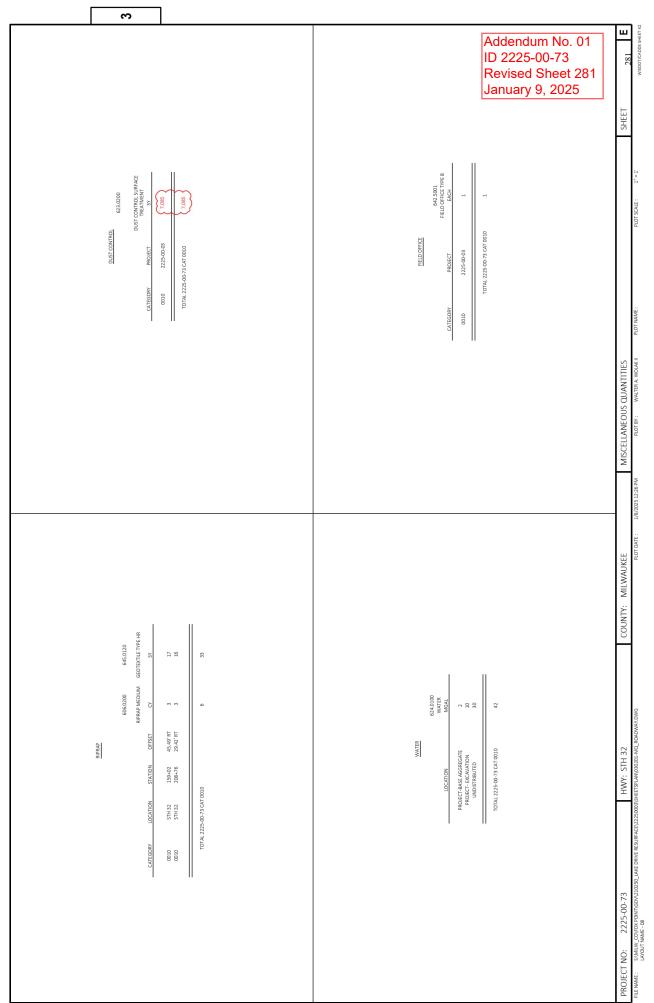




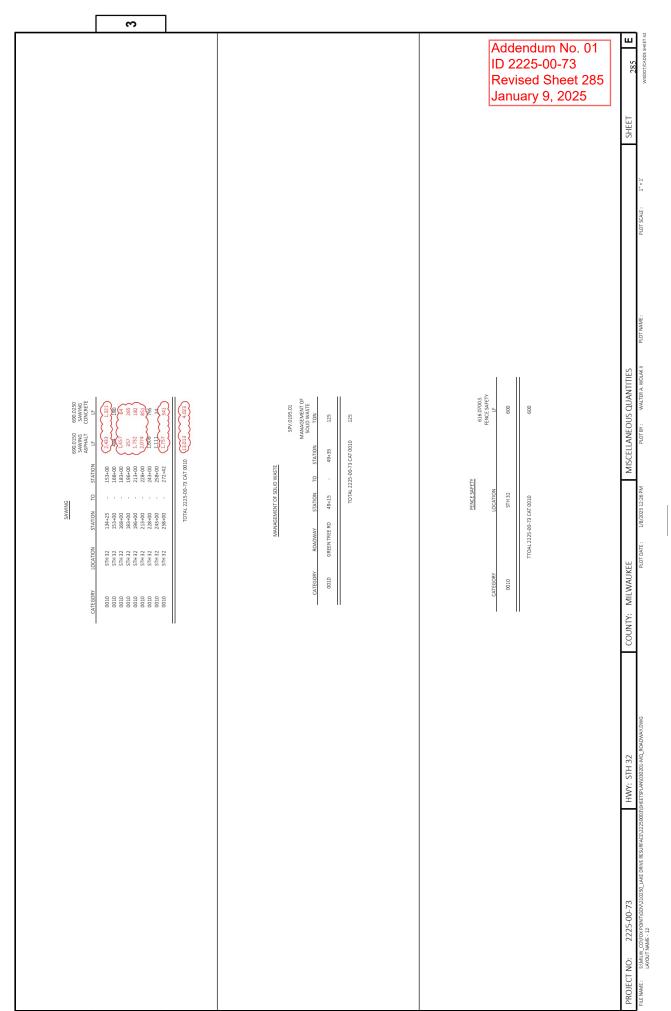
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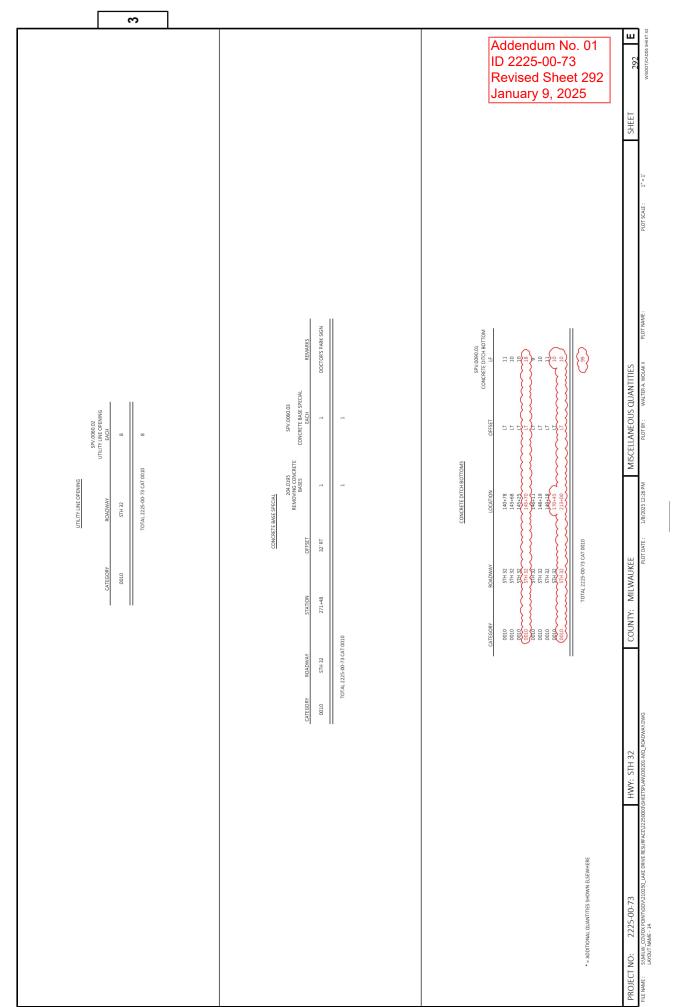


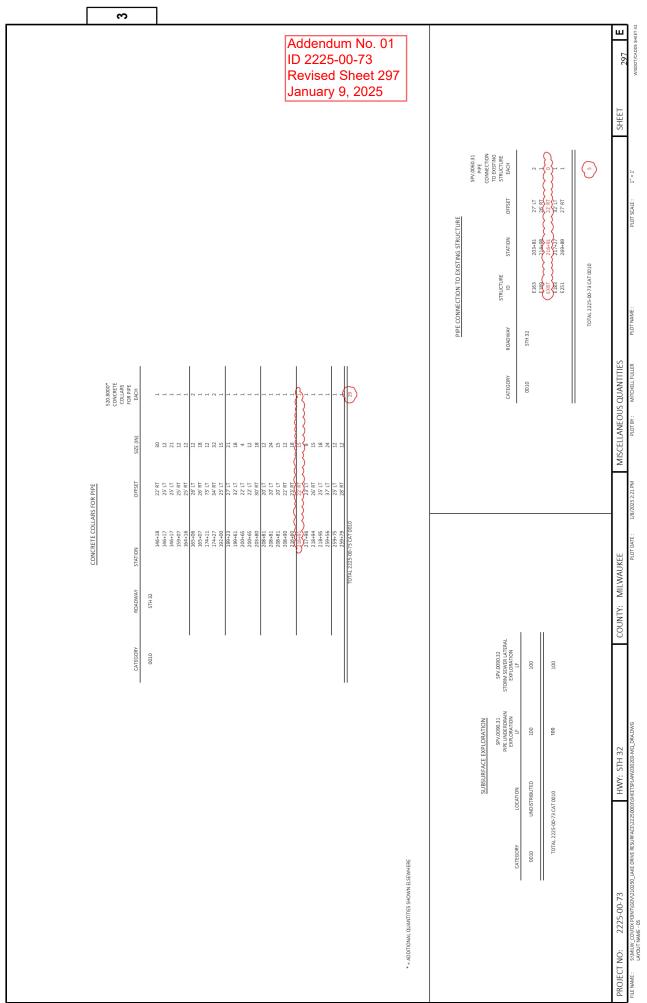
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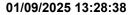
<u> </u>				Addendum No. 01 ID 2225-00-73 Revised Sheet 299 January 9, 2025
608.2429 SSPRCHE CLASS HE-IV H 28AGE-INCH F 17 47			8	100
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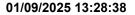
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	9.000 STA		
0004	201.0220 Grubbing	28.000 ID		<u> </u>
0006	203.0100 Removing Small Pipe Culverts	5.000 EACH	<u> </u>	<u> </u>
8000	204.0100 Removing Concrete Pavement	1,653.000 SY	<u> </u>	·
0010	204.0115 Removing Asphaltic Surface Butt Joints	653.000 SY	<u> </u>	
0012	204.0120 Removing Asphaltic Surface Milling	49,576.000 SY		
0014	204.0150 Removing Curb & Gutter	4.000 LF	<u></u>	<u></u>
0016	204.0155 Removing Concrete Sidewalk	121.000 SY	<u> </u>	<u></u>
0018	204.0185 Removing Masonry	86.000 CY	<u></u>	<u></u>
0020	204.0195 Removing Concrete Bases	1.000 EACH	<u></u>	<u></u>
0022	204.0210 Removing Manholes	6.000 EACH	<u></u>	<u></u>
0024	204.0220 Removing Inlets	18.000 EACH		
0026	204.0245 Removing Storm Sewer (size) 01. 10-lnch	167.000 LF	·	·
0028	204.0245 Removing Storm Sewer (size) 02. 12-Inch	664.000 LF	·	·
0030	204.0245 Removing Storm Sewer (size) 03. 15-Inch	74.000 LF	<u></u>	<u> </u>







Page 2 of 13

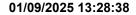
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 04. 18- Inch	128.000 LF	·	
0034	204.0245 Removing Storm Sewer (size) 05. 21- Inch	147.000 LF	·	·
0036	204.0245 Removing Storm Sewer (size) 06. 24- Inch	83.000 LF	·	·
0038	204.0245 Removing Storm Sewer (size) 07. 30- Inch	45.000 LF		
0040	204.9060.S Removing (item description) 01. Removing Decorative Headwalls	18.000 EACH	·	·
0042	205.0100 Excavation Common	2,459.000 CY		
0044	209.1100 Backfill Granular Grade 1	180.000 CY		
0046	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 2225-00-73	1.000 EACH	<u></u>	
0048	213.0100 Finishing Roadway (project) 01. 2225- 00-73	1.000 EACH		
0050	305.0110 Base Aggregate Dense 3/4-Inch	2,002.000 TON		
0052	305.0120 Base Aggregate Dense 1 1/4-Inch	1,051.000 TON		
0054	305.0500 Shaping Shoulders	277.000 STA		
0056	310.0110 Base Aggregate Open-Graded	915.000 TON		
0058	311.0110 Breaker Run	2,070.000 TON		







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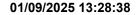
Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	455.0605 Tack Coat	9,078.000 GAL	·	
0062	460.2000 Incentive Density HMA Pavement	15,024.000 DOL	1.00000	15,024.00
0064	460.5223 HMA Pavement 3 LT 58-28 S	8,527.000 TON	·	
0066	460.5224 HMA Pavement 4 LT 58-28 S	5,869.000 TON		
0068	465.0105 Asphaltic Surface	81.000 TON		
0070	465.0120 Asphaltic Surface Driveways and Field Entrances	130.000 TON		·
0072	520.8000 Concrete Collars for Pipe	32.000 EACH	·	
0074	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH		·
0076	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	1.000 EACH		·
0078	601.0110 Concrete Curb Type D	76.000 LF	·	
0800	601.0411 Concrete Curb & Gutter 30-Inch Type D	176.000 LF		
0082	602.0410 Concrete Sidewalk 5-Inch	5,749.000 SF	·	
0084	602.0515 Curb Ramp Detectable Warning Field Natural Patina	468.000 SF		·
0086	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	301.000 SF	·	<u> </u>







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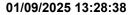
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
8800	606.0200 Riprap Medium	6.000 CY	·	
0090	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	753.000 LF	.	·
0092	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	468.000 LF		.
0094	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	92.000 LF		·
0096	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	60.000 LF		-
0098	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	17.000 LF		·
0100	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	249.000 LF		·
0102	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	107.000 LF		.
0104	608.2329 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45- Inch	35.000 LF		
0106	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38- Inch	301.000 LF		
0108	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45- Inch	100.000 LF		
0110	611.0530 Manhole Covers Type J	3.000 EACH		
0112	611.0535 Manhole Covers Type J-Special	5.000 EACH		







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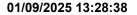
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0114	611.0612 Inlet Covers Type C	3.000 EACH	·	·
0116	611.0642 Inlet Covers Type MS	30.000 EACH		
0118	611.2004 Manholes 4-FT Diameter	10.000 EACH	<u>-</u>	<u> </u>
0120	611.2005 Manholes 5-FT Diameter	1.000 EACH		<u> </u>
0122	611.2006 Manholes 6-FT Diameter	5.000 EACH		
0124	611.2007 Manholes 7-FT Diameter	2.000 EACH		
0126	611.2055 Manholes 5x5-FT	1.000 EACH	<u> </u>	
0128	611.3004 Inlets 4-FT Diameter	3.000 EACH		
0130	611.3901 Inlets Median 1 Grate	18.000 EACH	·	
0132	611.3902 Inlets Median 2 Grate	11.000 EACH		
0134	612.0106 Pipe Underdrain 6-Inch	3,282.000 LF	·	
0136	612.0206 Pipe Underdrain Unperforated 6-Inch	172.000 LF		
0138	612.0600 Underdrain Trench	172.000 LF	<u> </u>	
0140	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	20.000 EACH		
0142	616.0700.S Fence Safety	600.000 LF	·	·







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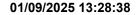
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SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2225-00-73	1.000 EACH	·	·
0146	619.1000 Mobilization	1.000 EACH	<u>-</u>	·
0148	623.0200 Dust Control Surface Treatment	7,085.000 SY		
0150	624.0100 Water	42.000 MGAL	·	
0152	625.0100 Topsoil	9,226.000 SY	<u> </u>	
0154	627.0200 Mulching	9,226.000 SY	<u> </u>	
0156	628.1104 Erosion Bales	41.000 EACH		<u> </u>
0158	628.1504 Silt Fence	1,113.000 LF	<u> </u>	
0160	628.1520 Silt Fence Maintenance	1,113.000 LF	<u> </u>	
0162	628.1905 Mobilizations Erosion Control	4.000 EACH	<u> </u>	
0164	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	<u> </u>	
0166	628.2008 Erosion Mat Urban Class I Type B	9,226.000 SY	<u> </u>	
0168	628.7005 Inlet Protection Type A	24.000 EACH	<u> </u>	
0170	628.7010 Inlet Protection Type B	119.000 EACH	<u> </u>	
0172	628.7504 Temporary Ditch Checks	214.000 LF		<u></u>
0174	628.7555 Culvert Pipe Checks	436.000 EACH	·	







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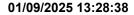
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SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	628.7570 Rock Bags	100.000 EACH		<u> </u>
0178	629.0210 Fertilizer Type B	11.000 CWT	<u> </u>	<u> </u>
0180	630.0140 Seeding Mixture No. 40	172.000 LB	<u> </u>	
0182	630.0200 Seeding Temporary	68.000 LB	·	<u> </u>
0184	630.0500 Seed Water	59.000 MGAL		
0186	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	<u> </u>	<u></u> .
0188	634.0818 Posts Tubular Steel 2x2-Inch X 18-FT	74.000 EACH		
0190	637.2210 Signs Type II Reflective H	380.270 SF		
0192	637.2230 Signs Type II Reflective F	390.860 SF		·
0194	638.2102 Moving Signs Type II	7.000 EACH	<u></u>	<u></u>
0196	638.2602 Removing Signs Type II	71.000 EACH	·	<u> </u>
0198	638.3000 Removing Small Sign Supports	71.000 EACH	·	<u> </u>
0200	642.5001 Field Office Type B	1.000 EACH	<u> </u>	<u> </u>
0202	643.0300 Traffic Control Drums	87,334.000 DAY	<u> </u>	
0204	643.0420 Traffic Control Barricades Type III	9,587.000 DAY		<u> </u>
0206	643.0705 Traffic Control Warning Lights Type A	19,173.000 DAY		







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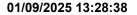
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SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	643.0900 Traffic Control Signs	36,840.000 DAY		
0210	643.0920 Traffic Control Covering Signs Type II	10.000 EACH	·	·
0212	643.1000 Traffic Control Signs Fixed Message	257.000 SF		
0214	643.1050 Traffic Control Signs PCMS	28.000 DAY	<u> </u>	·
0216	643.5000 Traffic Control	1.000 EACH	·	-
0218	645.0111 Geotextile Type DF Schedule A	4,365.000 SY		·
0220	645.0120 Geotextile Type HR	33.000 SY		
0222	645.0220 Geogrid Type SR	850.000 SY	·	
0224	646.1020 Marking Line Epoxy 4-Inch	36,244.000 LF		
0226	646.3020 Marking Line Epoxy 8-Inch	1,039.000 LF		
0228	646.5020 Marking Arrow Epoxy	15.000 EACH		<u></u>
0230	646.5520 Marking Outfall Epoxy	22.000 EACH		
0232	646.6120 Marking Stop Line Epoxy 18-Inch	622.000 LF		
0234	646.7120 Marking Diagonal Epoxy 12-Inch	851.000 LF	<u> </u>	
0236	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	656.000 LF		







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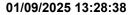
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SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0238	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	798.000 LF		
0240	650.4000 Construction Staking Storm Sewer	48.000 EACH		
0242	650.4500 Construction Staking Subgrade	3,337.000 LF		·
0244	650.5000 Construction Staking Base	3,337.000 LF		
0246	650.5500 Construction Staking Curb Gutter and Curb & Gutter	251.000 LF	·	
0248	650.8000 Construction Staking Resurfacing Reference	13,817.000 LF		
0250	650.9000 Construction Staking Curb Ramps	55.000 EACH		·
0252	650.9911 Construction Staking Supplemental Control (project) 01. 2225-00-73	1.000 EACH		·
0254	650.9920 Construction Staking Slope Stakes	3,337.000 LF		·
0256	690.0150 Sawing Asphalt	13,013.000 LF		
0258	690.0250 Sawing Concrete	4,023.000 LF		
0260	740.0440 Incentive IRI Ride	5,234.000 DOL	1.00000	5,234.00
0262	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,000.000 HRS	5.00000	5,000.00
0264	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00







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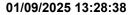
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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0266	SPV.0060 Special 01. Temporary Pedestrian Crossings	20.000 EACH		
0268	SPV.0060 Special 02. Utility Line Opening	24.000 EACH		·
0270	SPV.0060 Special 03. Concrete Base Special	1.000 EACH		·
0272	SPV.0060 Special 31. Pipe Connection to Existing Structure	5.000 EACH	·	·
0274	SPV.0060 Special 32. Manhole Covers Special	8.000 EACH		·
0276	SPV.0060 Special 33. Inlet Covers Special	5.000 EACH	·	·
0278	SPV.0060 Special 40. Hydrant Assembly With 6- Inch Gate Valve	27.000 EACH		
0280	SPV.0060 Special 41. 8-Inch Gate Valve and Valve Box	14.000 EACH		·
0282	SPV.0060 Special 42. 12-Inch Gate Valve and Valve Box	24.000 EACH	·	·
0284	SPV.0060 Special 43. 1.25-Inch Corporation Stop	42.000 EACH		
0286	SPV.0060 Special 44. 1.5-Inch Corporation Stop	1.000 EACH		<u> </u>
0288	SPV.0060 Special 45. 2-Inch Corporation Stop	1.000 EACH		
0290	SPV.0060 Special 46. 1.25-Inch Curb Box	42.000 EACH		
0292	SPV.0060 Special 47. 1.5-inch Curb Box	1.000 EACH		
0294	SPV.0060 Special 48. 2-Inch Curb Box	1.000 EACH		







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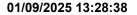
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SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0296	SPV.0060 Special 49. Cap and Abandon Existing Water Main	21.000 EACH	·	·
0298	SPV.0060 Special 50. Adjusting Sanitary Manhole	6.000 EACH	·	·
0300	SPV.0060 Special 51. Adjusting Water Valve Boxes	10.000 EACH		·
0302	SPV.0060 Special 61. RRFB System STH 32 NB at Barnett Ln Assembly	1.000 EACH		
0304	SPV.0060 Special 62. RRFB System STH 32 SB at Holly Ct Assembly	1.000 EACH		
0306	SPV.0060 Special 63. RRFB System STH 32 NB at Green Tree Rd Assembly	1.000 EACH	·	
0308	SPV.0060 Special 64. RRFB System STH 32 SB at Green Tree Rd Assembly	1.000 EACH	<u></u>	
0310	SPV.0060 Special 65. RRFB System STH 32 NB at Bridge Ln Assembly	1.000 EACH		
0312	SPV.0060 Special 66. RRFB System STH 32 SB at Bridge Ln Assembly	1.000 EACH		
0314	SPV.0060 Special 67. RRFB System STH 32 NB at Beach Dr Assembly	1.000 EACH		
0316	SPV.0060 Special 68. RRFB System STH 32 SB at Beach Dr Assembly	1.000 EACH	·	
0318	SPV.0060 Special 69. RRFB System STH 32 NB at Fox Ln Assembly	1.000 EACH	·	·
0320	SPV.0060 Special 70. RRFB System STH 32 SB at Fox Ln Assembly	1.000 EACH	·	







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Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0322	SPV.0060 Special 71. RRFB System STH 32 NB at Dean Rd Assembly	1.000 EACH		·
0324	SPV.0060 Special 72. RRFB System STH 32 SB at Dean Rd Assembly	1.000 EACH		·
0326	SPV.0075 Special 01. Pavement Cleanup Project 2225-00-73	40.000 HRS	250.00000	10,000.00
0328	SPV.0090 Special 01. Concrete Ditch Bottoms	99.000 LF	·	
0330	SPV.0090 Special 31. Pipe Underdrain Exploration	100.000 LF		
0332	SPV.0090 Special 32. Storm Sewer Lateral Exploation	100.000 LF		·
0334	SPV.0090 Special 40. Hydrant Lead 6-Inch	490.000 LF	<u> </u>	
0336	SPV.0090 Special 41. PVC Water Main 6-Inch	166.000 LF		<u> </u>
0338	SPV.0090 Special 42. PVC Water Main 8-Inch	1,761.000 LF		
0340	SPV.0090 Special 43. PVC Water Main 12-Inch	2,435.000 LF	<u></u>	·
0342	SPV.0090 Special 44. HDPE Water Service 1.25- Inch	1,668.000 LF	<u>-</u>	·
0344	SPV.0090 Special 45. HDPE Water Service 1.5-Inch	26.000 LF		·
0346	SPV.0090 Special 46. HDPE Water Service 2-Inch	55.000 LF		
0348	SPV.0195 Special 01. Management of Solid Waste	125.000 TON		



Wisconsin Department of Transportation

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Proposal Schedule of Items

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Proposal ID: 20250114018 **Project(s)**: 2225-00-73, 2225-00-74, 2225-00-83

Federal ID(s): WISC 2025181, WISC 2025182, N/A

SECTION: 0001 Proposal Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0350	108.4400 CPM Progress Schedule	1.000 EACH		<u> </u>
0352	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	108.000 LF		
	Section: 00	01	Total:	
			Total Bid:	