

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **034**

| <u>COUNTY</u> | <u>STATE PROJECT</u> | <u>FEDERAL</u> | <u>PROJECT DESCRIPTION</u>                          | <u>HIGHWAY</u> |
|---------------|----------------------|----------------|---|----------------|
| Ashland       | 1610-00-76           | WISC 2023169   | Mellen - Ashland; Jefferson Ave To Golf Course Road | STH 013        |
| Ashland       | 1610-00-78           | N/A            | Mellen - Ashland; Jefferson Ave To Golf Course Road | STH 013        |
| Ashland       | 1610-00-86           | WISC 2023170   | Mellen - Ashland; Jefferson Ave To Golf Course Road | STH 013        |

## ADDENDUM REQUIRED ATTACHED AT BACK

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<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.   |
| Bid Submittal<br>Date: January 10, 2023<br>Time (Local Time): 11:00 am                         | Firm Name, Address, City, State, Zip Code<br><br><h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3> |
| Contract Completion Time<br>November 03, 2023  | This contract is exempt from federal oversight.  |
| Assigned Disadvantaged Business Enterprise Goal <span style="float: right;"><b>4%</b></span>   |  |

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

|   |                         |
|---|-------------------------|
| Type of Work:<br>Excavation, Base, HMA Pavement, Asphaltic Surface, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Street Lighting, Sanitary Sewer, Water Main, Storm Sewer, Retaining Wall, Bridge Replacement, Culvert Pipes, Fence. | For Department Use Only |
| 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://wisconsin.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 Express™ 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 Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://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://wisconsin.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™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ 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

- (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://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
 Use Expedite™ 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 Express™ 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 envelope but due at the same time and place as the sealed bid, also provide the Expedite™ 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 other files on the diskette or CD ROM.
- (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™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ 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.

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

|                   |                                    |              |
|-------------------|------------------------------------|--------------|
| 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)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Name of Surety) **(Affix Seal)**

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**NOTARY FOR PRINCIPAL**

**NOTARY FOR SURETY**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

State of Wisconsin )  
) ss.  
\_\_\_\_\_ County )

State of Wisconsin )  
) ss.  
\_\_\_\_\_ County )

On the above date, this instrument was acknowledged before me by the named person(s).

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission 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

|  |
|--|
| Time Period Valid (From/To)                                  |
| Name of Surety   |
| Name of Contractor   |
| Certificate Holder<br>Wisconsin Department of Transportation |

This is to certify that an annual bid bond issued by the above-named Surety is currently on file with the Wisconsin Department of Transportation.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, 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)

\_\_\_\_\_  
(Date)





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

### Instructions for Certification

1. 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.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

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 June 28, 2022

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1610-00-76, Mellen – Ashland, Jefferson Ave to Golf Course Road, STH 13, Ashland County; Project 1610-00-78, Mellen – Ashland, Jefferson Ave to Golf Course Road, STH 13, Ashland County; and Project 1610-00-86, Mellen – Ashland, Jefferson Ave to Golf Course Road, STH 13, Ashland 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, 2023 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 (20220628)

#### 2. Scope of Work.

The work under this contract shall consist of pavement replacement, milling asphaltic surface, HMA pavement, storm sewer, curb ramps, concrete curb and gutter, street lighting, sanitary sewer, water main, pavement marking, permanent signing, retaining wall replacement, bridge replacement 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.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Start work on the project no later than April 10, 2023. Do not start Stage 3C construction (closure and construction of the Bad River Bridge and utilization of Fayette Avenue) until the Mellen School District has started their summer break.

WisDOT Standard Spec 107.8 (6) is modified to state "Obtain the engineer's written approval for operations from 7:00 P.M. until 7:00 A. M."

#### Fish Spawning

There shall be no instream disturbance of Bad River at Station 1010+00 as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of Trout.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.



## **Migratory Birds**

Swallow or other migratory bird nests have been observed on or under the existing structure(s). All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from May 1 to August 31.

See below for information on affected structure(s). As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining one suitable deterrent device on the following structure(s) prior to nesting activity under the bid item Installing and Maintaining Bird Deterrent System:

- 1010+00

As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

## **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. Tree clearing areas specified in plans are not considered suitable summer habitat for NLEB and no tree clearing restrictions apply to those locations. 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).

Tree clearing is limited to that which is specified in the plans. If additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed, no tree clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence or visual emergency 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.

Submit a schedule and description of clearing operations with the ECIP 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the ECIP.

## **Wood Turtle**

Wood Turtles have the potential to inhabit the project limits because of the Bad River. The contractor shall install turtle exclusion fencing in the area of the Bad River or its tributaries prior to May 20, 2023.

## **4. Traffic.**

Traffic will be staged, closed to through traffic in one direction with a detour route, or temporary flaggers utilized depending on the segment of STH 13 that is being constructed. A truck detour route utilizing STH 182, STH 47, USH 51, and USH 2 will be utilized for this project. The truck detour route shall be in place prior to the start of construction for the entirety of the project so that only local traffic is using the staged construction.

Pedestrian traffic throughout the STH 13 downtown area is critical for businesses and residential access. Limit sidewalk closures to only when imminent work at sidewalks is being performed (underground work, curb ramps, and sidewalk pavement). Only close sidewalk on ½ of STH 13 (east or west) at a time to

allow for pedestrian access on the opposite side. Contractor shall provide temporary pedestrian access to businesses with no rear or side access when imminent work is not being completed. Temporary curb ramps are required.

Access to local residents shall be maintained to the maximum extent possible. The temporary closure of driveways shall be permissible with notice to the property owners during concrete curb and gutter, sidewalk, and utility work directly impacting their access.

Contractor shall provide temporary access to commercial and residential driveways when imminent work is not being completed. Contractor provided temporary accesses are incidental to the project.

#### STH 13 between north Mellen city limits and Golf Course Road

This segment of STH 13 will be open to traffic and utilize flagging operations around the moving workzone for the mill and overlay. Maintain a minimum of one 11-foot lane around moving workzone.

#### STH 13 between Jefferson Avenue and STH 169

This segment of STH 13 will utilize staged construction to keep a minimum of one 11-foot lane of traffic through Mellen.

##### Stage 1A

Stage 1A traffic control will consist of maintaining NB STH 13 traffic on the northbound lanes while STH 13 SB traffic will remain on STH 13 southbound to CTH GG and then be detoured on CTH GG and Thomas Street.

During Stage 1A the west half of STH 13 will be constructed between Jefferson Avenue and the Bad River Bridge. NB STH 13 traffic will remain on the existing NB lanes through this area.

##### Stage 1B

Stage 1B traffic control will consist of shifting NB STH 13 traffic to the recently completed southbound lanes between Jefferson Avenue and the Bad River Bridge where traffic will be then be shifted back to the existing NB lanes. STH 13 SB traffic will remain on the existing SB STH 13 lanes to CTH GG and then be detoured on CTH GG and Thomas Street.

During Stage 1B the east half of STH 13 will be constructed between Jefferson Avenue and the Bad River Bridge. NB STH 13 traffic will be utilizing the previously constructed SB lanes through this area.

##### Stage 2

No work is being performed on STH 13 during Stage 2. Traffic will utilize the traffic control scenario from Stage 1B. Asphalt paving of the detour route on Olson Road from STH 77 to STH 169 will be performed. Paving of Olson Road (Stage 2) may take place while Stage 1B is being completed.

##### Stage 3A

Stage 3A traffic control will consist of detouring NB STH 13 traffic while maintaining SB STH 13 traffic on STH 13. This stage performs some initial underground utility work at the CTH GG intersection and south of Bennett Street. NB STH 13 traffic will utilize STH 13 up to STH 77 and continue east on STH 77 to Olson Road. Olson Road will be utilized for NB STH 13 traffic up to STH 169. Olson Road from Tyler Avenue to STH 169 will be signed for one-way (NB) traffic only. STH 169 will return detoured NB traffic to STH 13. SB STH 13 will be shifted to the outside of the SB lanes (utilizing existing SB STH 13 and the parking area).

##### Stage 3B

Stage 1B traffic control will consist of detouring NB STH 13 traffic while maintaining SB STH 13 traffic on STH 13 utilizing a lane shift. This stage performs some initial underground utility work at the CTH GG intersection. NB STH 13 traffic will utilize STH 13 up to STH 77 and continue east on STH 77 to Olson Road. Olson Road will be utilized for NB STH 13 traffic up to STH 169. Olson Road from Tyler Avenue to STH 169 will be signed for one-way (NB) traffic only. STH 169 will return detoured NB traffic to STH 13. SB STH 13 will be shifted to the NB lanes around the work being performed at the intersection of CTH GG.

### Stage 3C

Stage 3C traffic control will consist of detouring NB STH 13 traffic as well as a segment of SB STH 13 Traffic. NB STH 13 traffic will utilize STH 13 up to Fayette Avenue and continue east on Fayette Avenue to STH 77. NB traffic will then utilize EB STH 77 to Olson Road. Olson Road will be utilized for NB STH traffic up to STH 169. Olson Road from Tyler Avenue to STH 169 will be signed for one-way for NB traffic only. STH 169 will return detoured NB traffic to STH 13. SB STH 13 traffic will be detoured at CTH GG and head west to Thomas Street. Thomas Street will direct SB traffic back to STH 13.

During Stage 3C the Bad River Bridge (B-02-0074) will be constructed as well as the intersection of STH 77 and both lanes of STH 13 from the structure across the railroad tracks to CTH GG. The west half of STH 13 from CTH GG to Crestview Lane will also be constructed. SB STH 13 traffic will be shifted to the east and utilize the NB lanes and parking lanes through this area to CTH GG.

### Stage 3D

Stage 3D traffic control will consist of detouring NB STH 13 traffic as well as a segment of SB STH 13 Traffic. NB STH 13 traffic will utilize STH 13 up to Fayette Avenue and continue east on Fayette Avenue to STH 77. NB traffic will then utilize EB STH 77 to Olson Road. Olson Road will be utilized for NB STH 13 traffic up to STH 169. Olson Road from Tyler Avenue to STH 169 will be signed for one-way for NB traffic only. STH 169 will return detoured NB traffic to STH 13. SB STH 13 traffic will be detoured at CTH GG and head west to Thomas Street. Thomas Street will direct SB traffic back to STH 13.

During Stage 3D the Bad River Bridge (B-02-0074) will continue to be constructed as well as the intersection of STH 77 and both lanes of STH 13 from the structure across the railroad tracks to CTH GG. The east half of STH 13 from CTH GG to Crestview Lane will also be constructed. Retaining wall R-02-0015 will be constructed during this stage. SB STH 13 traffic will utilize the previously constructed STH 13 SB lanes through this area to CTH GG.

### **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**

| <b>Closure type with height, weight, or width restrictions<br/>(available width, all lanes in one direction &lt; 16 feet)</b> | <b>MINIMUM NOTIFICATION</b> |
|---|-----------------------------|
| Lane and shoulder closures  | 7 calendar days             |
| Full roadway closures   | 7 calendar days             |
| Ramp closures   | 7 calendar days             |
| Detours   | 7 calendar days             |
| <b>Closure type without height, weight, or width restrictions<br/>(available width, all lanes in one direction ≥ 16 feet)</b> | <b>MINIMUM NOTIFICATION</b> |
| Lane and shoulder closures  | 3 business days             |
| Ramp closures   | 3 business days             |
| Modifying all closure types   | 3 business days             |

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.

## 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 13 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, April 7, 2023 to 6:00 AM Monday, April 9, 2023 for Easter;
- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- From noon Friday, November 17, 2023 to 6:00 AM Tuesday, November 28, 2023 for Deer Hunting and Thanksgiving.

stp-107-005 (20210113)

## 6. **Utilities.**

### **Project: 1610-00-76**

This contract comes under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

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 owner. Follow-up with a confirmation notice to the engineer and the utility owner not less than three working days before the site will be ready for the utility owner to begin its work.

### **Astrea (Communication Line)**

Astrea has existing overhead facilities generally parallel to STH 13 from Station 998+00 to Station 1002+60, Station 1011+75 to Station 1013+50, and Station 1026+10 to Station 1031+50; with crossings at Station 999+20, Station 999+60, Station 1002+60, Station 1007+70, Station 1012+00, Station 1013+95, Station 1022+10, Station 1026+10, and Station 1029+15.

Astrea has identified the overhead crossing at Station 1012+00 as a conflict. Astrea's overhead line will be adjusted following Xcel Energy's adjustment of their utility pole. Astrea anticipates 5 working days in total to complete their relocations. No other conflicts are anticipated.

### **Bayfield Electric Cooperative Inc (Electricity)**

Bayfield Electric Cooperative Inc has existing overhead facilities generally parallel to STH 13 from Station 1080+00 to Station 1131+00 and Station 1152+00 to Station 1155+00.

No conflicts are anticipated.

### **CenturyLink (Communication Line)**

CenturyLink has existing overhead and underground facilities generally parallel to STH 13 from Station 1010+50 to Station 1015+25, Station 1026+00 to Station 1135+65, and Station 1153+25 to Station 1156+45; with a crossing at Station 1022+05.

CenturyLink has identified potential conflicts at the following locations Station 1010+50 to Station 1015+25, Station 1022+10, Station 1022+50, and Station 1025+05 to Station 1030+30.

CenturyLink will provide representatives to work with the contractor to protect and hold the existing lines. CenturyLink anticipates 30 working days in total to complete their relocations. No additional conflicts are anticipated.

1610-00-76, 1610-00-78, 1610-00-86

### **City of Mellen – Sewer (Sewer)**

City of Mellen Sewer has existing underground facilities generally parallel to STH 13 from Station 1017+40 to Station 1025+70 and Station 1027+95 to Station 1031+55; with crossings at Station 1002+30, 1010+95, and Station 1015+00.

Reconstruct, relocate, and remove sanitary sewer as shown in the plans and in the bid items for this project.

### **City of Mellen – Water (Water)**

City of Mellen Sewer has existing underground facilities generally parallel to STH 13 from Station 998+55 to Station 1031+75.

Reconstruct, relocate, and remove water services as shown in the plans and in the bid items for this project.

### **Xcel Energy – Electric (Electricity)**

Xcel Energy - Electric has existing overhead facilities generally parallel to STH 13 from Station 998+00 to Station 1013+40 and Station 1023+90 to Station 1031+50; with crossings at Station 999+60, Station 1002+60, Station 1007+70, Station 1011+85, Station 1013+30, Station 1013+95, Station 1022+15, Station 1026+10, Station 1029+15, and Station 1030+28.

Xcel Energy - Electric has identified potential conflicts at the following locations Station 1012+00 and Station 1002+45. Both conflicts will be relocated prior to the 2023 construction season. No additional conflicts are anticipated.

### **Xcel Energy – Gas (Gas/Petroleum)**

Xcel Energy Gas has existing underground facilities generally parallel to STH 13 from Station 1002+00 to Station 1008+75, Station 1012+25 to Station 1015+40, Station 1022+15 to Station 1031+30; with crossings at Station 1002+10, Station 1014+70, Station 1027+75, and Station 1030+35. No conflicts are anticipated.

### **Project: 1610-00-78**

This contract comes under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

The following utility companies have facilities within the project area; however, no adjustments are anticipated:

**Astrea (Communication Line)**

**Bayfield Electric Cooperative Inc (Electricity)**

**CenturyLink (Communication Line)**

**City of Mellen – Water (Water)**

**Xcel Energy – Electric (Electricity)**

**Xcel Energy – Gas (Gas/Petroleum)**

**Project: 1610-00-86**

This contract comes under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

The following utility companies have facilities within the project area; however, no adjustments are anticipated:

- Astrea (Communication Line)**
- Bayfield Electric Cooperative Inc (Electricity)**
- CenturyLink (Communication Line)**
- City of Mellen – Water (Water)**
- Xcel Energy – Electric (Electricity)**
- Xcel Energy – Gas (Gas/Petroleum)**

**7. City of Mellen Public Works (Lighting, Water, Sanitary).**

City of Mellen Public Works department has existing lighting, water and sanitary sewer facilities within the project area. There are lighting, water facilities and sanitary sewer facilities being installed in this proposal contract. Refer to the lighting, sanitary and water details sheets in the plan. See other utility company's facility descriptions for areas that may require caution during construction.

**8. Underground Utility Record Drawings.**

Keep a current set of plans of the project that are marked to show the location of installed underground utilities. Accurately record the location of valves, fittings, service lines, and field changes for water main and sanitary sewer work. Dimension utilities from permanent reference points; record vertical distances. Submit record drawings to the City of Mellen upon completion of work.

Record drawing work will be incidental to water and sanitary sewer bid items.

**9. Municipality Coordination and Acceptance of Sanitary Sewer and Water Main Construction.**

Coordinate all utility tie-ins (sanitary sewer and water mains) and opening and closing of water valves with the Mellen Utilities.

The contractor shall be responsible for contacting and coordinating utility activities. All property owners shall be contacted 72 hours and again 24 hours in advance of an interruption in utility service. Where utility shutdowns may affect businesses or schools, interruptions shall be scheduled closely with the properties and may require night work to minimize disruption. Sanitary sewer and water service may not be interrupted for a period exceeding two hours unless prior approval is obtained from Mellen Utilities and property owners.

The City of Mellen personnel or their representative will inspect construction of sanitary sewer and water main under this contract. Acceptance of the sanitary sewer and water main construction will be by the City of Mellen or their representative.

**10. U.S. Dept. of Housing and Urban Development - Community Development Block Grant Program (CDBG).**

Project 1610-00-78 is being funded in part by the U.S. Dept. of Housing and Urban Development - Community Development Block Grant Program (CDBG). The attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facilities, Section 109, and Executive Order 11246. The City of Mellen has contracted Ayres Associates to administer the CDBG grant. Forms utilized for bidding and administration are included in the Project Manual under the CDBG form Appendices. CDBG Submittal contact person is Ayres Associates, Attn Stephanie Ramsey, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701, (715) 834-3161, [RamseyS@AyresAssociates.com](mailto:RamseyS@AyresAssociates.com).

**CDBG Related Submittals**

Appendix A. Conflict of Interest: This project is subject to federal Conflict of Interest Provision included in this Project Manual. Contractor and all subcontractors shall upload the Potential Conflict of Interest Disclosure form with their bidding documents. Subcontractor form shall be updated to include contractor's information.

Appendix B. Written Contract and Subcontracts: The Contract and all subcontracts for this project are to be in writing and shall include the applicable conflict of interest clause, equal opportunity clause (including Section 3), MBE/WEB/DBE, wage and labor standards, and the federal wage decisions. These federal requirements must be physically attached to each subcontract: incorporation by reference is not acceptable. Contractor will be required to furnish a complete electronic copy of their contract and all subcontracts for the City of Mellen's HUD/CDBG funding file. Information must include contractor/subcontractor FEIN # and contract amount.

Appendix C. Lobbying Certification/Disclosure of Lobbying Activities: Shall be submitted with the contract/subcontract by the contractor and each subcontractor on the form(s) included in the CDBG form Appendices.

Appendix D. Individual Contractor's Section 3 Report: Shall be submitted semi-annually (March 15 and September 15) by the contractor and each subcontractor on the form(s) included in the CDBG form Appendices.

Appendix E. Section 3 Business Concern Certification: Shall be submitted by the contractor and each subcontractor prior to construction on the form(s) included in the CDBG form Appendices.

Appendix F. Section 3 Employee Income Certification: Shall be submitted by the contractor and each subcontractor prior to construction and as needed throughout project on the form(s) included in the CDBG form Appendices.

Appendix G. Payroll and Payroll Certifications: Shall be submitted for each week of work by contractor and each subcontractor on the form(s) included in the CDBG Appendices or an internal payroll form that includes the same information.

Appendix H. Preconstruction Checklist for Contractors: Shall be submitted a minimum of 21 days prior to the start of construction by the contractor and each subcontractor.

Appendix I. Example Pre-construction Meeting Agenda: This covers items that may be discussed at the pre-construction meeting and is for informational purposes only.

# Appendix A



# POTENTIAL CONFLICT OF INTEREST DISCLOSURE

## STH 13 Water and Sewer City of Mellen

Do you have family or business ties to any of the people listed below?

Yes

No

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

### ELECTED OFFICIALS:

Joseph Barabe, Mayor

Terry Van Buren, Alderperson

Nathaniel Deegan, Alderperson

Jim Warren, Alderperson

Jessica Jokinen, Alderperson

Rose Wooley, Alderperson

Nick Peters, Alderperson

### CITY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

Gwen Watson, Clerk/Treasurer

Becky Mesko, Deputy Clerk/Treasurer

### ENGINEERING AND CONSULTING FIRM(S):

Michael Stoffel, Senior Project Manager, Ayres Associates

### **Description of Relationship(s):**

**Please Note: The name of any contractor with a potential conflict of interest will be disclosed at the City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).**

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business/Firm/Company

\_\_\_\_\_  
Date Signed [MM/DD/YYYY]

# Appendix B

## **24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

### **Code of Federal Regulations Title 24 570.489(h) Program administrative requirements**

#### **(h) Conflict of interest:**

- (1) *Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*  
*(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*
- (2) *Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*
- (3) *Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*
- (4) *Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*
  - (i) *A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*

- (ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*
- (5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*
- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*
  - (ii) Whether an opportunity was provided for open competitive bidding or negotiation;*
  - (iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*
  - (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*
  - (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*
  - (vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*
  - (vii) Any other relevant considerations.*

## **ATTACHMENT 6-A: EQUAL OPPORTUNITY CLAUSE (EO 11246) (FOR CONTRACTORS)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated, without regard to their race, color, religion, sex, or national origin. Such action 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Energy, Housing and Community Resources and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the provisions of paragraphs 1 through 7 in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as DEHCR may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by DEHCR, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. The UGLG further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the UGLG participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. The UGLG agrees that it will assist and cooperate actively with DEHCR and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The UGLG further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UGLG agrees that if it fails or refuses to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

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## ATTACHMENT 6-B(2): SECTION 3 CONTRACT REQUIREMENTS [24 CFR 75]

(24 CFR 75 is applicable to HUD-funded projects awarded **ON or AFTER** to November 30, 2020)

**Insertion in all contracts and sub-contracts funded with Community Development Block Grant (CDBG) dollars when the CDBG Award to the Grantee is greater than \$200,000 and the CDBG Project includes Construction and/or Demolition Activities\*\*:**

- Section 3 of the Housing and Urban Development Act of 1968:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Contractor Certification of Compliance:** The parties to this contract agree to comply with HUD's regulations in [24 CFR 75](#), which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the [24 CFR 75](#) regulations.
- Contract Language Requirement:** The contractor agrees to include this *Section 3 Contract Requirements* clause in every sub-contract subject to compliance with regulations in [24 CFR 75](#), and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this *Section 3 Contract Requirements* clause, upon a finding that the sub-contractor is in violation of the regulations in [24 CFR 75](#). The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in [24 CFR 75](#).
- Contracting Requirements:** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee *and* contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.
- Employment and Training Requirements:** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee *and* contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.
- Section 3 Definitions [24 CFR 75]:** Definitions for Section 3 terms per [24 CFR 75](#) are as follows:  
Section 3 Worker: An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories: (1) is employed by a Section 3 Business concern; or (2) is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an *individual* annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the low-income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the [HUD Income Limits for the CDBG program](#) that are in effect at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or (3) is a YouthBuild participant.  
Targeted Section 3 Worker: An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years: (1) lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or (2) is a YouthBuild participant.  
Section 3 Business concern: A business that fits at least one (1) of the following categories: (1) 51% or more owned by low- or very low-income persons; or (2) 75% or more of the labor hours are performed by low- or very low-income persons; or (3) 51% or more owned by current residents of public housing or Section 8-assisted housing.  
Section 3 Service Area: An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].
- Reporting Labor Hours:** CDBG Grantee *and* contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page)\* labor hours on the project as follows: (1) the total number of labor hours worked; (2) the total number of labor hours worked by Section 3 Workers; and (3) the total number of labor hours worked by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, *and* employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's

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existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work hours as reported on the certified payroll records.]

*\*Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both work requiring an advanced degree or professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported.*

8. **Section 3 Benchmarks:** The HUD Section 3 Final Rule (24 CFR 75) establishes "safe harbor" benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities: (1) 25% or more of all labor hours worked must be worked by Section 3 Workers; and (2) 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers. If the "safe harbor" benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee's and contractors' CDBG project files, to be made available upon request for monitoring purposes.
9. **Demonstrating Best Efforts:** When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following:
  - (1) Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
  - (2) Provide training or apprenticeship opportunities.
  - (3) Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
  - (4) Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
  - (5) Hold one or more job fairs.
  - (6) Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
  - (7) Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
  - (8) Assist Section 3 Workers to obtain financial literacy training and/or coaching.
  - (9) Engage in outreach efforts to identify and secure bids from Section 3 Business concerns.
  - (10) Provide technical assistance to help Section 3 Business concerns understand and bid on contracts.
  - (11) Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns.
  - (12) Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns.
  - (13) Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
  - (14) Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
10. **Recordkeeping & Reporting:** The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with [24 CFR 75](#), including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.
11. **Non-Compliance:** Non-compliance with HUD's regulations in [24 CFR 75](#) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
12. **Indian Housing Assistance Project Specifications:** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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**\*\* This language is required to be included in contracts and sub-contracts for a HUD funded project that are funded in whole or in part with the federal dollars, and the CDBG/HUD Funded Award to the Grantee is greater than \$200,000 and awarded 11/30/2020 or later, and the CDBG/HUD Funded Project includes construction (including building/structural rehabilitation) and/or demolition activities. CDBG projects awarded on or after 11/30/2020, for which the CDBG/HUD funded Award is less than \$200,000 and/or for which Planning, Public Services, or Financial Assistance (e.g., loans for economic development) are the only activities, with no construction and no demolition in the project scope of work, are not subject to these Section 3 requirements and reporting. Insertion of this Section 3 Clause is strongly recommended to be included in ALL contracts and sub-contracts for a HUD funded project that is subject to Section 3 requirements, regardless of the funding source for the specific contract, to help avoid issues with compliance and reporting later in the project cycle if the funding source changes. All subcontractors of a prime contractor that is funded in whole or in part with CDBG/HUD funding are subject to the same Section 3 requirements as the prime contractor.**



# AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

*(Applicable to construction contracts/sub-contracts exceeding \$10,000)*

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women = **6.9 percent** (this goal applies nationwide)

Goals for minority participation =  $\frac{1.2}{\text{Insert goals - see next page}}$  (this goal applies county-wide)

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 a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 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 sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

## GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women--6.9 percent (this goal applies nationwide).

B. Minority Goals--percentage listed for each county:

|             |     |           |     |             |     |
|-------------|-----|-----------|-----|-------------|-----|
| Adams       | 1.7 | Iowa      | 1.7 | Polk        | 2.2 |
| Ashland     | 1.2 | Iron      | 1.2 | Portage     | .6  |
| Barron      | .6  | Jackson   | .6  | Price       | .6  |
| Bayfield    | 1.2 | Jefferson | 7.0 | Racine      | 8.4 |
| Brown       | 1.3 | Juneau    | .6  | Richland    | 1.7 |
| Buffalo     | .6  | Kenosha   | 3.0 | Rock        | 3.1 |
| Burnett     | 2.2 | Kewaunee  | 1.0 | Rusk        | .6  |
| Calumet     | .9  | La Crosse | .8  | St. Croix   | 2.9 |
| Chippewa    | .5  | Lafayette | .5  | Sauk        | 1.7 |
| Clark       | .6  | Langlade  | .6  | Sawyer      | .6  |
| Columbia    | 1.7 | Lincoln   | .6  | Shawano     | 1.0 |
| Crawford    | .5  | Manitowoc | 1.0 | Sheboygan   | 7.0 |
| Dane        | 2.2 | Marathon  | .6  | Taylor      | .6  |
| Dodge       | 7.0 | Marinette | 1.0 | Trempealeau | .6  |
| Door        | 1.0 | Marquette | 1.7 | Vernon      | .6  |
| Douglas     | 1.0 | Menomonie | 1.0 | Vilas       | .6  |
| Dunn        | .6  | Milwaukee | 8.0 | Walworth    | 7.0 |
| Eau Claire  | .5  | Monroe    | .6  | Washburn    | .6  |
| Florence    | 1.0 | Oconto    | 1.0 | Washington  | 8.0 |
| Fond du Lac | 1.0 | Oneida    | .6  | Waukesha    | 8.0 |
| Forest      | 1.0 | Outagamie | .9  | Waupaca     | 1.0 |
| Grant       | .5  | Ozaukee   | 8.0 | Waushara    | 1.0 |
| Green       | 1.7 | Pepin     | .6  | Winnebago   | .9  |
| Green Lake  | 1.0 | Pierce    | 2.2 | Wood        | .6  |

## ATTACHMENT 6-D: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

1. As used in these specifications: (41 CFR 60-4.3)
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith effort to achieve the Plan goals and timetables.

The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas, where they do not have a federal or federally assisted construction contract, shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of

Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
6. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
  - d) Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e) Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.
  - f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does, or anticipates, doing business.
  - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one-month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for sub-contractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations [7 (a) through (p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p). of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.  

The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
13. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## ATTACHMENT 7-B: DAVIS-BACON AND RELATED ACTS (DBRA)

- A. Force Account - Under most Davis-Bacon statutes, only employees of contractors or sub-contractors are subject to Davis-Bacon wage requirements. In some instances, rather than contracting or sub-contracting out construction work, a grant recipient performs the construction in-house, with its own "force account" employees. Such force account work is not subject to Davis-Bacon wage requirements under statutes that cover only employees of contractors and sub-contractors. Furthermore, the USDOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR Section 5.2(h)). However, under the Housing and Community Development Act of 1974, a private firm that receives federal assistance funds indirectly from a recipient pursuant to a written procurement contract of sub-grant agreement that provides for the performance of construction work is considered a contractor or sub-contractor, and the force account exception **does not** apply to construction activity performed by employees of such a firm.

Laborers and mechanics employed by a local or state agency PHA (Public Housing Authority only), even though not employed by a contractor, are subject to Davis-Bacon when performing development work financed by the U.S. Housing Act of 1937, as amended. Davis-Bacon federal wage requirements are not applicable where such employees are used in work defined as major repairs (deferred maintenance) pursuant to 24 CFR 868.3 and 868.9(h), which constitute project operation rather than development.

- B. Compliance and Certification Parameters - HUD policy clearly affords federal wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, corporate officers, or others. Laborers and mechanics may not certify to the payment of their own federal wages except where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

Accordingly, HUD and program participants responsible for labor standards administration and enforcement **may not** accept certified payrolls reporting single or multiple owners (e.g., partners) are certifying that they have paid to themselves the prevailing wage for their craft. A sole proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Nor may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or sub-contractor for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one-half) for all hours worked in excess of 40 hours per week, pursuant to the CWHSSA, where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic and laborer must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics and laborers may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing wage rate for the respective craft.

In any case, where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing wage rate on the wage determination for the craft.

- C. Business Owners Working with Their Crew - Owners of businesses working with their crew on the same HUD-assisted job site **may** certify to the payment of their own federal wages in conjunction with the prevailing wages paid to their employees. This exception to compliance standards **does not** suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner of his/her own wages as that certification **accompanies** the certification offered for payment of prevailing wages to his/her employees. On weekly payroll reports, include the owner's name, identifying him/her as "owner," and the daily and total hours worked on the covered project for the week. Omit the Rate of Pay and Amount Earned.
- D. Owner-operators of Power Equipment - Frequently, owner-operators of power equipment (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs verses hourly labor salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator. **Note:** Owner-operators of power equipment, like self-employed mechanics, **may not** submit their own payrolls certifying to the payment of their own wage **but** must be carried on the responsible contractor's certified payroll report. Include the name, work classification, and actual hours worked. Upon completion of the contract, verify the pay by taking the amount paid to the sub-contractor (documented with copies of all invoices identified for this job) and divide by the hours reported on the certified payrolls. Compare the actual hourly wage rate with the rate in the Wage Determination. If the actual hourly wage is less than the Davis-Bacon Wage Rate, collect and disburse the wage underpayments.
- E. "Owner Operator" Truck Drivers - A USDOL administration policy excludes bona fide owner-operators of trucks who are independent contractors from Davis-Bacon/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" can certify to their own weekly payrolls **but** the payrolls do not need to show the hours worked or rates allegedly paid - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to Davis-Bacon/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operator of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in the paragraph titled "Owner-operators of Power Equipment," above).

"Contractor's" Truck Drivers Based on the decision made in the Midway Excavating trial, (Building and Construction Trades Department, AFL-CIO vs. USDOL Wage Appeals Board "Midway") truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. (e.g., if the UGLG is building a highway and the truck driver is loading, unloading, spreading, or driving material back and forth on the site, then the truck driver is covered). Conversely, hauling materials to/from the site, from/to an off-site location that is not exclusively established for the project is not DBA covered time. HUD has advised that they currently believe unloaded trucks are likewise not covered.

Contractors must report hours worked, and pay at least the DBA wage rate for any time the truck driver spends on the work site if the driver is making multiple trips throughout the day that cumulatively challenge a *de minimus* determination. *De minimus* may be interpreted as time spent on the job site that is not sufficient nor consequential enough to be tracked as an itemizable job function. However, if a series of *de minimus* qualifying site visits by truck drivers cumulatively exceed the 20% threshold for any given day, DBA applies to the on-site hours worked.

- F. Determining Proper Classification for Various Work - Questions as to the proper classification of a laborer or mechanic for various types of work are resolved by making an area-practice



determination. In determining the proper classification for work performed on a project, it is immaterial whether the contractor is union or nonunion.

On projects where the federal wage rate for the classifications in question within the applicable wage determination is based on negotiated rates, the prevailing practice concerning work performed in those classifications is to follow the practice observed on projects built by contractors who are a signatory to the collective bargaining agreements. Therefore, unless there is a jurisdictional dispute between the crafts, the duties ascribed to any job classification will be the same as those outlined in the appropriate collective bargaining agreements. If the collective bargaining agreements are silent on this issue, the local unions involved must be consulted. Conversely, in areas where open shop (non-union) rates are determined to prevail for the classifications in question, those prevailing job practices followed on projects by open shop contractors in the same area become area practice.

- G. Helpers - The **classification of Helper in any trade will be very difficult to have approved by the USDOL**. If the contractor wants to pursue a helper classification through the USDOL, they should contact the Labor Standards Specialist at DOA.
- H. Relatives - There are no exceptions made in the enforcement of Davis-Bacon on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They **must be paid the federal wage rate for the classification of work performed and be included on the certified payrolls**.
- I. Volunteers - HUD allows for the waiver of Davis-Bacon wage rates for volunteers that are **not otherwise employed** at any time of the work for which the individual volunteers. Contact DOA's Labor Standards Specialist for more details if the community plans on using volunteers on the construction site.
- J. Job Corps Workers - USDOL staff in Washington, DC has informed HUD staff that Job Corps workers are not exempt from Davis-Bacon wage when they are working on a job subject to the Davis-Bacon Act.
- K. Employees of a Governmental Body -The USDOL has taken the position that the prevailing wage requirements does not apply to employees of a state or political subdivision of a state, but shall apply to employees of a private contractor who is sub-contractor of the state or political subdivision. This rule does not apply to the Public Housing Authority (PHA) employees under the U.S. Housing Act of 1937 (see paragraph A. in this section). **Employees of utilities are exempt providing they are only extending existing service to the property.**
- L. Employees Performing Work in More than One Classification - (Split Classification) if the UGLG/contractor has employees who perform work in more than one trade during a work week, it can pay the wage rates specified for each work classification in which work was performed **only** if maintaining accurate time records showing the amount of time spent in each classification. If the UGLG does not maintain accurate time records, it must pay these employees the highest wage rate of all the classifications of work performed. **Work, which is normally performed as part of the mechanic's craft, is not separable.**
- M. Laborers and Mechanics – Definition - The terms "laborers" and "mechanics" are construed to include at least those workers whose duties are manual or physical in nature as distinguished from mental or managerial. Since the classifications of laborers and mechanics to who specified wage rates are payable are identified in the Davis-Bacon wage rate, there is ordinarily no need to distinguish between laborers and mechanics. However, **mechanics are generally considered to include any worker who uses tools, or who is performing the work of a trade.**
- N. Precutting of Parts and Prefabrication of Assemblies - The precutting of parts and/or the prefabrication of assemblies are not covered unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to supply the needs of the project.

- O. Supply and Installation Contracts -The manufacturing or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to meet the needs of the project.
- P. Start of Construction - “Start of Construction,” as that term is used in connection with labor standards and prevailing wage requirements, means the beginning of initial site clearance and preparation, provided those activities are pursued diligently and are followed without appreciable delay by other construction activity.
- Q. Site of Work - The “site of work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and to other adjacent or nearby property used by the contractor in such construction which can reasonably be said to be included in the “site” because of proximity. **Operations of a commercial or material supplier established in the proximity of but not on the active site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the federal project for a time.**
- R. Fringe Benefits – Funded Plans - A contractor may credit contributions for “bona fide” fringe benefits regardless of whether the USDOL has found the particular benefits to be prevailing in the area. Such fringe benefits must be “bona fide.” Ordinarily, bona fide benefits are those common to the construction industry and are paid directly to the employee in cash or into a fund, plan, or program on the employee’s behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL.
- S. Fringe Benefits – Unfunded Plans - Where fringe benefit plans are not of the conventional type, it will be necessary for the USDOL to determine if the benefits are “bona fide.” **Contractors seeking approval of unfounded plans must obtain approval from the USDOL.** Contact DOA for more details.
- T. Fringe Benefits – General
1. Contributions to funded plans must be made at least quarterly.
  2. When the cash paid and the per-hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference must be paid to the employee in cash.
  3. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
  4. Employees who are excluded from funded plans for whatever reason must be paid fringe benefits in cash.
  5. **Note:** Vacation and sick leave plans are generally unfunded, paid from the contractor’s own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
  6. In determining the cash equivalent credit for fringe benefits payments, the period of time to be used is the period covered by the contribution. For example, if an employer contributes to a plan on a weekly basis, the total hours worked each week (federal and nonfederal) by each employee should be divided into the contribution made by the employer.
  7. Acceptable fringe benefits include the following: medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from occupational activity; or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, defrayment of cost of apprenticeship or other similar programs, or other bona fide fringe benefits; but only where the contractor to sub-contractor is not required by other federal, state, or local law to provide any of such benefits. The Act excludes fringe benefits that a contractor or sub-contractor is obligated to provide under other federal, state, or local law. No credit may be taken for such benefits. For example, payment for workmen’s compensation insurance under either a compulsory or elective state statute is not considered payments for fringe benefits under the Act. Payments made for

travel, subsistence, or to industry promotion funds are not normally payments for fringe benefits under the Act.

No type of fringe benefits is eligible for consideration as a so-call unfunded plan unless:

- a. It could be reasonably anticipated to provide benefits described in the act;
- b. It represents a commitment that can be legally enforced;
- c. It is carried out under a financially responsible plan or program; and
- d. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

U. Summer Youth Employment - Youth who are bona fide students and part of a bona fide “youth opportunity program” may be employed on Davis-Bacon projects on a temporary basis during the summer months and paid below the predetermined Davis-Bacon rates. USDOL All Agency Memoranda #71 and #96 provide policy guidance in this area. HUD requires that the following stipulations be met before summer youth may be employed at less than Davis-Bacon rates:

1. Where collective bargaining agreements representing workers performing similar or related activities at the worksite to which youth are out stationed exists, the union or unions representing those workers must provide concurrence as to the design of the employment project and the use of the youth;
2. Such employment must be provided in accord with statutory safety and minimum wage requirements (both state and federal);
3. Competent supervision must be provided to all youth employment on the project worksites. Ratios of youth to such supervisors should be no greater than four-to-one.

In order to ensure that the administration of summer youth employment complies with USDOL policies and regulations, request for exceptions to the application of Davis-Bacon must be made to the HUD Field Office Labor Relations Staff who will advise the requesting contractor of its decision. The specific provisions of the agreement (between management and labor) or the plan of employment must be submitted to the Department of Labor, Wage and Hour and Public Contracts Division, for enforcement purposes. The HUD Field Office Labor Relations Staff will send such plans to the Headquarters Office of Labor Relations.

V. Non-Covered Job Classifications - Workers performing the normal duties of the following job classifications are not subject to Davis-Bacon federal wage requirements:

1. Project Superintendent.
2. Project Engineer.
3. Project Foreman, as distinguished from a working foreman (working foremen, who devote more than 20% of their time during the workweek to mechanic or laborer duties, are laborers and mechanics for the time spent and must be paid the applicable rate for the hours so worked).
4. Watchman.
5. Water Carrier.
6. Messenger, Clerical Workers.

Financing of Construction Work – CDBG - Laborers and mechanics employed by contractors and sub-contractors on construction work financed in whole or in part with Title I assistance are subject to Davis-Bacon wage rates under Section 110 of Title I. To the extent that Part 570 requires broader Davis-Bacon coverage, e.g., on construction work “assisted” under that Part, the regulations shall govern unless an individual waiver is requested and granted by the Assistant Secretary for Community Planning and Development. The use of Title I funds for any of the following items is an example of financing construction work, and Davis-Bacon wage rates shall

apply to all construction work performed on the building or property in question: construction loans or grants; payment for construction materials; payment of interest (or part of the interest) on a construction loan; payment of construction loan origination fees; provisions of a Title I funded permanent loan, mortgage or grant on a structure constructed with a private construction loan when the parties contemplate such ultimate Title I financing at the time of construction; Title I funded “collateral” or “default” accounts established with the lending bank which receive no interest or less than the interest payable on demand accounts. Questions as to whether a use of Title I funds constitutes financing of construction work shall be referred to HUD headquarters for determination.

- W. Technical/Maintenance Wage Rates – Public Housing - Section 12 of the U.S. Housing Act of 1937 requires that wages prevailing in the locality shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation of the project. Such wages are determined or adopted by HUD.
- X. Payment of Low- and Moderate-Income (LMI) assessments - In some projects federal funds are used to pay special assessments of LMI households, where those assessments are for the purpose of paying for a public improvement. This use of federal funds invokes the Federal Labor Standards Provisions and makes the construction subject to Davis-Bacon wage rates.
- Y. Piecework - Roofers and dry-wall hangers are sometimes paid by piecework. Piecework is work paid for at a fixed rate (piece rate) per piece of work done.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5. 5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5. 5( a)( 4). 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 classification and wage rates conformed under 29 CFR 5. 5(a)(1)(ii) and the Davis-Bacon poster (WH- 1321 ) shall 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.

- (ii) **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.
- (iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5 (a)(1)(iv) 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 Section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215- 0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5( a)( 3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee' s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5( a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

9. **Disputes concerning labor standards.** 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 HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



**(3) Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

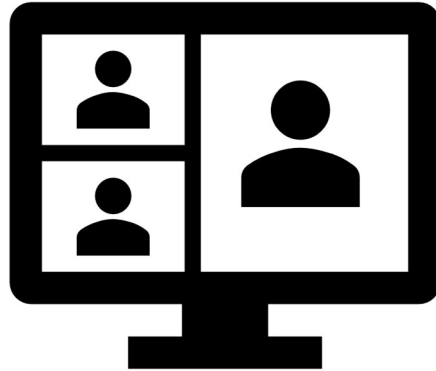
**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

---

## MBE/WBE/DBE & SECTION 3 WEB RESOURCES



Resources for outreach to, contracting with, and certified registration for Minority-owned Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) firms and Section 3 Business concerns:

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Directory: <https://wisdp.wi.gov/search.aspx>

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Woman-Owned Business Enterprise Registration:  
<https://doa.wi.gov/Pages/StateEmployees/HowtoApply.aspx>

Department of Transportation  
Disadvantaged Business Enterprise (DBE) Program  
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

U.S. Department of Housing and Urban Development (HUD) Section 3 Resources  
Website for Grantees and Contractors  
<https://www.hud.gov/section3>

City of Madison Targeted Business Enterprise Program Directories:  
<http://www.cityofmadison.com/dcr/aaTBDDir.cfm>



# FEDERAL WAGE DECISION(S)

[To Be Inserted]

# Appendix C

**Division of Energy, Housing and Community Resources**

Lobbying Certification

GRANTEE/UGLG NAME: City of Mellen  
DEHCR GRANT AGREEMENT #: PF22-09

**LOBBYING CERTIFICATION**

**FROM THE**  **Municipality/UGLG:** \_\_\_\_\_  
 **Contractor/Sub-Contractor**  
 **Other:** \_\_\_\_\_

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. 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 an 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.
2. 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 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

\_\_\_\_\_  
*Name of Municipality/UGLG/Business/Firm*

\_\_\_\_\_  
*Signature of the Chief Elected Official, Owner, or Chief Executive Officer*      \_\_\_\_\_  
*Title*      \_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer*

*Lobbying Certification*

Revised: August 31, 2017

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known : _____   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known : _____                                    |  |
| <b>6. Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable : _____   |  |
| <b>8. Federal Action Number, if known :</b>  | <b>9. Award Amount, if known :</b><br>\$ _____  |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>( if individual, last name, first name, MI ):</i>  | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a )</i><br><i>(last name, first name, MI ):</i>   |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____   |  |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)   |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



# Appendix D

### SEMI-ANNUAL INDIVIDUAL CONTRACTOR'S SECTION 3 REPORT (9-M)

Grantee/UGLG Name: City of Mellen Grant AWARDED to UGLG Before or After 11/30/2020? On or After DEHCR Grant Agreement/Contract Number: PF 22-09

Reporting Period (Choose ONE):

| <u>X</u>                 |                        | <i>Year</i> |
|--------------------------|------------------------|-------------|
| <input type="checkbox"/> | October 1 - March 31   |             |
| <input type="checkbox"/> | April 1 - September 30 |             |

Preparer's Name: \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

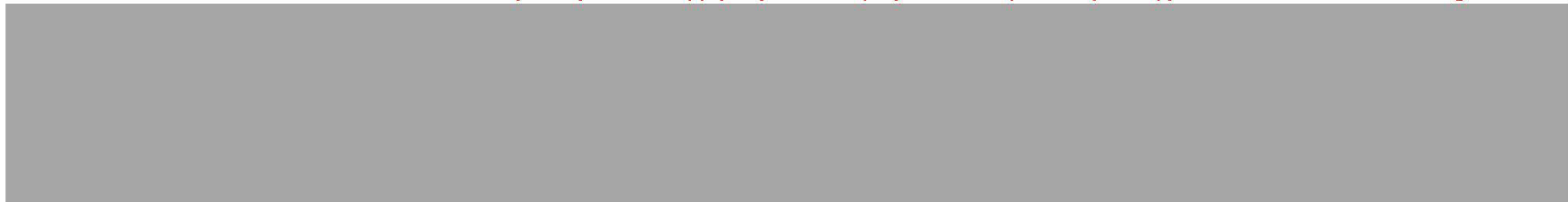
Preparer's Phone No.: \_\_\_\_\_

Preparer's Email: \_\_\_\_\_

Contractor's Name: (Contractor's Name)

Date Completed: (Date Reported/Submitted)

**PART 6. SECTION 3 - NEW HIRING** This PART 6 section (below) does not apply to your CDBG project. Please proceed (i.e. skip) to PART 7 to continue entering data.



Grantee/UGLG Name: City of Mellen Grant AWARDED to UGLG Before or After 11/30/2020? On or After DEHCR Grant Agreement/Contract Number: PF 22-09

Reporting Period (Choose ONE):

|                                     |                        |      |
|-------------------------------------|------------------------|------|
| <input checked="" type="checkbox"/> | October 1 - March 31   | Year |
| <input type="checkbox"/>            | April 1 - September 30 |      |

Preparer's Name: \_\_\_\_\_  
 Preparer's Title: \_\_\_\_\_  
 Preparer's Phone No.: \_\_\_\_\_

**PART 7. SECTION 3 - WORKER HOURS ON THIS CDBG PROJECT**

List **ALL** employees **individually** who worked on (i.e. performed billable work hours for) the CDBG project during the 6-month reporting period (# of work hours may be based on "good faith assessment").  
**IMPORTANT:** Refer to the instructions for OPTION 2 alternative entries in 7(a)-7(d) when the Contractor submits certified weekly payroll records (for Davis-Bacon labor standards compliance) or other official payroll record listing individual employees' names and hours.  
**EXAMPLE:** Susan J. Smith

|    |  |
|----|--|
| 1  |  |
| 2  |  |
| 3  |  |
| 4  |  |
| 5  |  |
| 6  |  |
| 7  |  |
| 8  |  |
| 9  |  |
| 10 |  |
| 11 |  |
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| 16 |  |
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| 20 |  |
| 21 |  |
| 22 |  |
| 23 |  |
| 24 |  |
| 25 |  |
| 26 |  |
| 27 |  |
| 28 |  |
| 29 |  |
| 30 |  |

| 7(b)   | 7(c)   |  | 7(d)  |  |
|--|--|--|---|--|
| Total of <b>ALL</b> Hours Worked by this Individual on the CDBG Project <b>During the Reporting Period</b> | Is this a <b>Section 3</b> Worker? (Yes or No) | Total Hours Worked as a <b>SECTION 3</b> Worker on this CDBG Project | Is this a <b>Targeted</b> Section 3 Worker? (Yes or No) | Total Hours Worked as a <b>TARGETED SECTION 3</b> Worker |
| 45   | Yes  | 45   | Yes   | 45   |
| 1  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 2  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 3  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 4  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 5  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 6  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 7  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 8  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 9  | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 10   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 11   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 12   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 13   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 14   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 15   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 16   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 17   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 18   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 19   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 20   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 21   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 22   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 23   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 24   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 25   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 26   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 27   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 28   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 29   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| 30   | 0.00   | Not Answered   | 0.00  | Not Answered   |
| <b>Total(s):</b>   | 0.00   |  | 0.00  | 0.00   |

**Section 3 "Safe Harbor" Benchmarks:**

- 25% or more of **ALL** labor hours must be worked by Section 3 Workers.  
 Percentage all labor hours worked by Sec3 = **#DIV/0!**
- 5% or more of **ALL** labor hours must be worked by Targeted Section 3 Workers.  
 Percentage all labor hours worked by Targeted Sec3 = **#DIV/0!**

Grantee/UGLG Name: City of Mellen Grant AWARDED to UGLG Before or After 11/30/2020? On or After

DEHCR Grant Agreement/Contract Number: PF 22-09

Reporting Period (Choose ONE):

| X                                   |                        | Year |
|-------------------------------------|------------------------|------|
| <input checked="" type="checkbox"/> | October 1 - March 31   |      |
| <input type="checkbox"/>            | April 1 - September 30 |      |

Preparer's Name: \_\_\_\_\_

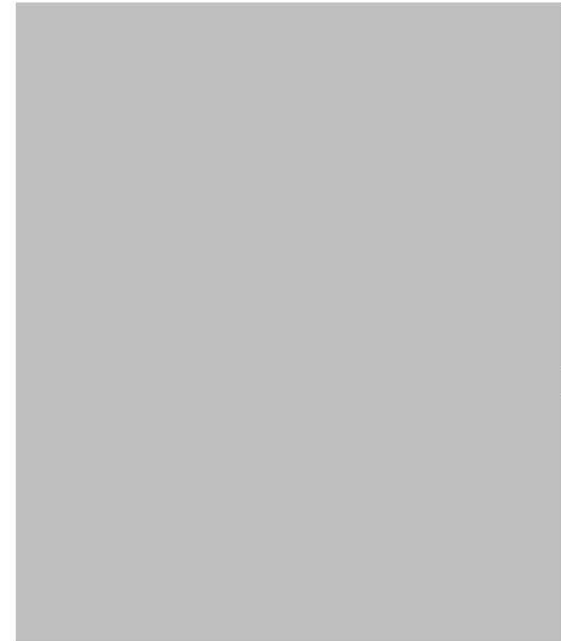
Preparer's Title: \_\_\_\_\_

Preparer's Phone No.: \_\_\_\_\_

**PART 8. SECTION 3 - OUTREACH/PROMOTION & BEST EFFORTS**

*To Be Completed for CDBG Projects Awarded Grant Funds ON OR AFTER 11/30/2020 ONLY. Check ALL that apply. Maintain records & make available for HUD to review documentation of any efforts marked. TIP: Most common entries are #1-7 and #13 - Refer to "TIP" notes (denoted with the red triangles in the upper right corners of cells) to determine if the item should be checked.*

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | 1. No actions taken to date to demonstrate Section 3 "best efforts" in meeting HUD Section 3 Benchmarks.  |
| <input type="checkbox"/> | 2. Outreach efforts to identify and secure bids from Section 3 business concerns.   |
| <input type="checkbox"/> | 3. Outreach efforts to generate job applicants who are Public Housing Targeted Workers.   |
| <input type="checkbox"/> | 4. Outreach efforts to generate job applicants who are Other Funding Targeted Workers.  |
| <input type="checkbox"/> | 5. Direct, on-the-job training (including apprenticeships).   |
| <input type="checkbox"/> | 6. Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.  |
| <input type="checkbox"/> | 7. Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.  |
| <input type="checkbox"/> | 8. Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching, etc.).   |
| <input type="checkbox"/> | 9. Technical assistance to help Section 3 business concerns understand and bid on contracts.  |
| <input type="checkbox"/> | 10. Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. |
| <input type="checkbox"/> | 11. Held one or more job fairs.   |
| <input type="checkbox"/> | 12. Provided or connected residents with supportive services that can provide direct services or referrals.   |
| <input type="checkbox"/> | 13. Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.          |
| <input type="checkbox"/> | 14. Assisted residents with finding child care.   |
| <input type="checkbox"/> | 15. Assisted residents to apply for (or attend) community college or a four (4) year educational institution.   |
| <input type="checkbox"/> | 16. Assisted residents to apply for (or attend) vocational/technical training.  |
| <input type="checkbox"/> | 17. Assisted residents to obtain financial literacy training and/or coaching.   |
| <input type="checkbox"/> | 18. Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.   |
| <input type="checkbox"/> | 19. Provided or connected residents with training on computer use or online technologies.   |
| <input type="checkbox"/> | 20. Other: <span style="color: red;">[Describe/specify here.]</span>  |



**PART 9. COMMENTS**

[Provide additional comments/explanations here.]

| <b>Trade Code(s):</b> | <b>Racial / Ethnic Code(s):</b> | <b>Yes / No:</b>    | <b>Yes / No / Not Applicable:</b> | <b>HUD / DOL / Both</b> | <b>Investigation / Hearing / Both</b> | <b>Grant Award Date</b> |
|-----------------------|---------------------------------|---------------------|-----------------------------------|-------------------------|---------------------------------------|-------------------------|
| <i>Not Answered</i>   | <i>Not Answered</i>             | <i>Not Answered</i> | <i>Not Answered</i>               | <i>ot Answered</i>      | <i>Not Answered</i>                   | <i>Not Answered</i>     |
| 1                     | 1                               | Yes                 | Yes                               | HUD                     | Investigation                         | Before                  |
| 2                     | 2                               | No                  | No                                | DOL                     | Hearing                               | On or After             |
| 3                     | 3                               |                     | Not Applicable                    | Both                    | Both                                  |                         |
| 4                     | 4                               |                     |                                   |                         |                                       |                         |
| 5                     | 5                               |                     |                                   |                         |                                       |                         |
| 6                     | 6                               |                     |                                   |                         |                                       |                         |
| 7                     |                                 |                     |                                   |                         |                                       |                         |
| 8                     |                                 |                     |                                   |                         |                                       |                         |
| 9                     |                                 |                     |                                   |                         |                                       |                         |
| 0                     |                                 |                     |                                   |                         |                                       |                         |

# Appendix E

### SECTION 3 BUSINESS CONCERN CERTIFICATION FORM (9-L)

*This form is to be provided to owners/employers in Microsoft Word 'fillable' format upon their starting work on the HUD/CDBG funded project.*

**Instructions:** Refer to the instructions on page 2 of this document. Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status or to indicate that the business does not qualify as a Section 3 Business Concern. Information must be for the time when the business/entity begins working on the HUD/CDBG funded project.

#### Business Information:

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Name and Title of Business Owner: \_\_\_\_\_

Phone Number AND Email: Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Preferred Contact Information:**  Same as that listed above  Different from that listed above, please contact:

Name and Title of Preferred Contact: \_\_\_\_\_

Phone Number AND Email: Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

#### Type of Business (select one from the following options):

Sole Proprietorship  Partnership  Limited Liability Company (LLC)  Corporation (C, S, B, or 501(c)3)

Other: \_\_\_\_\_

*\*Note: Non-profit organizations do not qualify as Section 3 Business Concerns.*

#### Select all that apply below:

At the time of starting work on the HUD/CDBG Project:

- At least fifty-one percent (51%) of the business is owned and controlled by person(s) with an individual income that is at or below the HUD "80% Low Income" income limit for the county in which the person lives, qualifying the business as a Section 3 Business Concern.\*
- At least fifty-one percent (51%) of the business is owned and controlled by one or more current public housing residents or residents who currently live in Section 8-assisted housing, qualifying the business as a Section 3 Business Concern.\*
- Over seventy-five percent (75%) of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers, qualifying the business as a Section 3 Business Concern.\*\*
- None of the above applies. The business does not qualify as a Section 3 Business Concern.

*\*Income certifications (using the Section 3 Employee Income Certification Form (Attachment 9-K(2)) from the CDBG Implementation Handbook or a modified version) must be on file for the person(s) as record of the owner(s) income status.*

*\*\*Payroll records and Section 3 Employee Income Certification Forms (Attachment 9-K(2)) from the CDBG Implementation Handbook must be on file as record of the hours worked and Section 3 Worker status of employees.*

#### Business Concern Certification

I affirm that the responses I entered in this form are true, complete, and correct to the best of my knowledge and belief. I understand that misrepresenting the business as a Section 3 Business Concern or reporting false information may result in the contract being terminated as default and the business being barred from on-going and future considerations for federally funded contracting opportunities. I hereby certify, under penalty of law, that the information I have provided is correct to the best of my knowledge.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_ \*\*\*

*\*\*\*Certification expires within six (6) months of the date of signature (above).*

*Additional information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#).*

## SECTION 3 BUSINESS CONCERN CERTIFICATION FORM (9-L)

### (INSTRUCTIONS)

This form is to be provided to owners/employers in Microsoft Word 'fillable' format upon their starting work on the HUD/CDBG funded project. Owners/employers only need to complete this form once at the start of the project. If the owner/employer has completed a Section 3 Business Concern Certification form (i.e., certified their Section 3 Business Concern status) for another HUD/CDBG funded project within the past 6 months, then the owner/employer may provide that certification form in lieu of completing a new form at the start of the current HUD/CDBG funded project.

Projects funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and the HUD/CDBG award to the Grantee was made **on or after November 30, 2020**, must demonstrate compliance with Section 3 of the Housing and Development Act (HDA) of 1968 as amended, [24 CFR Part 75](#). The information requested on the form must be collected for contractors (including prime contractors and subcontractors) directly working on a HUD/CDBG funded project that is subject to the Section 3 contracting and reporting requirements of [24 CFR Part 75](#) and may be requested of firms bidding to work on the project in order to demonstrate prioritization of contracting with Section 3 business concerns when feasible, in accordance with [24 CFR Part 75](#).

Any HUD/CDBG funded project is subject to the Section 3 contracting and reporting requirements of [24 CFR Part 75](#) if:

- The HUD grant award(s) (from the State to the Grantee) for the project was made on or after November 30, 2020; **and**
- The project has construction in the scope of work (e.g., new construction, rehabilitation, renovation, demolition), regardless of whether the HUD funding is or is not going to be used for the construction costs; **and**
- The HUD grant award(s) (from the State to the Grantee) for the project total(s) more than \$200,000.

A company/firm qualifies as a Section 3 Business Concern if they meet *at least one* of the following criteria:

- At least 51% of the business is owned and controlled by low- or very low-income (LMI) persons (based on the owner's individual income and the [HUD CDBG Income Limits](#) at <https://www.hudexchange.info/resource/5334/cdbg-income-limits/> for the county in which the owner(s) live(s)) in effect when they start work on the HUD/CDBG funded project [Note: The owner(s) may use the *Section 3 Employee Income Certification forms (Attachment 9-K(2))* of the *CDBG Implementation Handbook*, which should be provided to contractors/employers with this form, or a modified version, to certify their income level does not exceed the applicable HUD CDBG Income Limit]; **or**
- At least 51% of the business is owned and controlled by one or more current public housing residents or residents who currently lived in Section 8-assisted housing (*records of owner and/or employee housing status are required to verify*); **or**
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers [Note: Records of labor hours and completed *Section 3 Employee Income Certification forms (Attachment 9-K(2))* of the *CDBG Implementation Handbook*, which should be provided to contractors/employers with this form, are required to verify employees' Section 3 Worker status].

The purpose of HUD's Section 3 program is to provide employment, training, and contracting opportunities to low- and very low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. This document is intended to help grantees certify Section 3 Business Concerns and provide the appropriate records to support the Section 3 Business Concern status. This certification also helps grantees and their subrecipients, contractors, and subcontractors comply with the Section 3 requirements and make "best efforts" to achieve the Section 3 "**safe harbor**" goals to the greatest extent feasible:

- having at least 25% of all work hours performed on a CDBG-funded project are worked by Section 3 Workers,
- having at least 5% of all work hours performed on a CDBG-funded project are worked by Targeted Section 3 Workers, and
- prioritizing the contracting of Section 3 Business Concerns and retention, training, recruitment, and hiring of Section 3 Workers who benefit from the economic opportunities provided through HUD/CDBG-funded projects.

**CDBG GRANTEES AND ALL CONTRACTORS MUST RETAIN A COMPLETED COPY OF THIS FORM (AND ASSOCIATED OWNER AND EMPLOYEE INCOME CERTIFICATION AND/OR HOUSING STATUS DOCUMENTS, IF APPLICABLE) IN THE CDBG PROJECT FILES FOR SECTION 3 COMPLIANCE.**



# Appendix F

**SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]**

*This form is to be provided to Employers (subject to 24 CFR 75) in 'fillable' Microsoft Word format.*

**Instructions for Employer:** Refer to the instructions on pages 3-4 of this document for guidance on completing this Certification form.

|   |  |
|---|--|
| <b>PART A: Employee's <u>Current</u> Address &amp; Income Information when Starting Work on Project (Required)</b><br><i>(To be completed by Employer)</i>  |  |
| 1. Employer's Name (Company/Organization):  |  |
| 2. Employee's First and Last Name:  |  |
| 3. Date(s) Employee Started Work on HUD/CDBG Funded Project(s):<br><i>[Refer to the instructions on page 3 for guidance regarding Employees working on multiple projects.]</i>  |  |
| 4. Employee's County and State of Residence: <i>[example: Dane County, WI];</i>   |  |
| 5. Income Limit for Employee's County of Residence:   | \$   |
| 6. Is the Employee a YouthBuild participant?  | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <b>PART B: Employee's <u>Previous</u> Address &amp; Income Information on Hire Date (Optional)</b><br><i>(To be completed by Employer and Employee – Refer to Instructions in this document for guidance.)<br/>Optional and only applicable for Employees hired on or after 11/30/2020.</i>   |  |
| <b>Employer:</b> <i>Optional – Please complete #7 - #10 below. (Only Complete if Providing Form to Employee to Complete #11 - #12)</i>  |  |
| 7. Employee's Hire Date:  |  |
| 8. Employee's Home Address on Hire Date <i>[Street Address (not PO Box), City, State, Zip, County];</i>   | County:  |
| 9. Income Limit in effect on Hire Date for Employee's County of Residence on Hire Date:   | \$   |
| 10. Was the Employee a YouthBuild participant on their Hire Date?   | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <b>Employee:</b> <i>Please complete #11 - #12 below, and sign and date the form. (Optional)</i>   |  |
| <b>Instructions for Employee:</b> Your employer is working on one or more projects funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The information below is requested from employees hired on or after 11/30/2020 who are working on the project(s) to comply with federal regulations (24 CFR 75). Data are reported to regulating government entities for grant compliance. Individual personal identifying information is <b>not</b> released to the public. <b>Your response is voluntary, confidential, and has no effect on your employment.</b> |  |
| 11. Is the Home Address on your Hire Date that is listed in item #8 above correct?  | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <i>If No, enter Address on Hire Date [Street Address (not a PO Box), City, State, Zip, County]:</i>   |  |
| Address: _____ County*: _____   |  |
| <i>*If your County of residence on your Hire Date is different than the one listed in item #8 above, then check with your employer to determine if the Income Limit listed in item #9 above needs to be changed before you respond to item #12 below.</i>   |  |
| 12. Was your annual <u>individual</u> income on your Hire Date <u>no more than</u> the "Income Limit" entered in item #9 above?   | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <i>[Income is to be based on your individual adjusted gross income (AGI) on the income tax return for the year prior to your Hire Date, or your individual wages and other income in the 12 months prior to your Hire Date if you did not file a tax return or your individual AGI is not otherwise determined.]</i>  |  |
| <b>Employee Certification/Signature:</b><br><b>Employee Signature Only Required If Employee Completed Part B.</b><br>By signing below, I certify that the information I entered in Part B – items #11 - #12 is true and correct to the best of my knowledge.  |  |
| <b>Employee Signature:</b> _____  | <b>Date:</b> _____                                       |

**SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]**

| <b>PART C: Section 3 &amp; Targeted Section 3 Reporting (Required)</b><br><i>(To be completed by Employer)</i>  |       |
|---|-------|
| Employer's Name (Company/Organization):   |       |
| Employee's First and Last Name:   |       |
| <b>Reporting Section 3 Worker/Targeted Section 3 Worker Status:</b><br>Per <a href="#">24 CFR 75</a> , the Employer is to determine whether the Employee qualifies as a Section 3 Worker and Targeted Section 3 Worker, as defined in <b>#(1)-#(2)</b> below, based on the information entered in <b>Part A</b> , and <b>Part B</b> if applicable, of the <i>Section 3 Employee Income Certification</i> form, and/or based on the Employer's status as a Section 3 Business Concern. |       |
| (1) Is the Employee a <b>Section 3 Worker</b> by meeting <u>one</u> or more of the criteria in <b>(a)-(c)</b> below <span style="float: right;">YES <input type="checkbox"/></span> <span style="float: right;">NO <input type="checkbox"/></span><br><i>[per 24 CFR 75]? Check ALL that Apply:</i>   |       |
| <input type="checkbox"/> (a) Has/had annual individual income <u>no more than</u> the Income Limit listed in <b>Part A</b> (item #5) based on the wages (annualized) that the Employer pays the Employee; <b>OR</b> in <b>Part B</b> (Item #9) based the Employee's response to Item #12, if applicable and completed.  |       |
| <input type="checkbox"/> (b) Is/was a YouthBuild participant (currently, <b>OR</b> on Hire Date if hired 11/30/2020 or after).  |       |
| <input type="checkbox"/> (c) Is an Employee of a Section 3 Business Concern.*   |       |
| (2) Is the Employee a <b>Targeted Section 3 Worker</b> by meeting <u>one</u> or more of the criteria in <b>(a)-(c)</b> below <span style="float: right;">YES <input type="checkbox"/></span> <span style="float: right;">NO <input type="checkbox"/></span><br><i>[per 24 CFR 75.21]? Check ALL that Apply:</i>   |       |
| <input type="checkbox"/> (a) Is/was a YouthBuild participant (currently, <b>OR</b> on Hire Date if hired 11/30/2020 or after).  |       |
| <input type="checkbox"/> (b) Is a Section 3 Worker who lives in the project area at the time of starting work on the project, <b>OR</b> if <b>Part B</b> is applicable and completed, then a Section 3 Worker who lived in the project area on their Hire Date; with their home residence being located:  |       |
| <ul style="list-style-type: none"> <li>➤ Within one (1) mile of the project site location (i.e., street address), <b>OR</b></li> <li>➤ If less than 5,000 people live within a one (1) mile radius of the project site, then lives within a boundary radius around the CDBG project site that encompasses a population of 5,000 people.</li> </ul>  |       |
| If the Employee is working on multiple HUD/CDBG funded projects and qualifies as a Targeted Section 3 Worker based on the Employee living in the project area as specified above for one project, but not for the other project(s), then a separate Certification form must be completed for the Employee for the other project(s).   |       |
| If the Employee qualifies as a Targeted Section 3 Worker based on the Employee living in the project area as specified above upon starting work on a project, then provide the Employee's home address at the time of starting work on the project:   |       |
| <b>Employee Home Address When Starting Work on Project (enter only if applicable):</b><br><i>[Street address (not a P.O. Box), City, State, Zip]:</i>   |       |
| <input type="checkbox"/> (c) Is a Section 3 Worker who is an Employee of a Section 3 Business Concern.*   |       |
| <i>*For the Section 3 Business Concern criteria, refer to the Section 3 Business Concern Certification form, which should be provided by the Grantee to Employers with the Section 3 Employee Income Certification form.</i>  |       |
| <b>(3) Employer Representative (Preparer) Certification:</b><br>As the preparer of this Section 3 Employee Certification form, I certify by entering my name, title, and the date below that the information entered by the Employer in <b>Part A – Part C</b> on this form is true and correct to the best of my knowledge.  |       |
| Employer Representative First and Last Name:  | Date: |
| Employer Representative Job Title:  |       |
| Employer Representative Email Address:  |       |
| <b>(4) Enter the name of the Grantee(s) and Grant Agreement #(s) (if known) of the project(s) for which this form applies:</b>  |       |

## SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]

### Instructions for Employers and Grant Administrators:

#### Overview:

Per HUD and CDBG program regulations and policies, the Employers of Employees working on a HUD/CDBG funded project that is subject to the Section 3 requirements of [24 CFR 75](#) are required to report the data collected using this form for all Employees working on the project (with some exceptions\*). "Employers" may include grantees, grant subrecipient organizations, and contractors (including prime contractors and sub-contractors, for construction and non-construction activities).

The Employer is **required** to complete a **Section 3 Employee Income Certification** form for each Employee working on a HUD/CDBG funded project.\* The Certification form is to be completed only once for an Employee, when they first **start work** on the project.

*\*[Exception: It is optional and not required to collect and report Section 3 data for Employees providing professional/non-construction services who are in positions that require an advanced degree or professional license (e.g., legal services, financial consulting, accounting services, environmental assessment, architectural/engineering services, etc.). If the Employee in this type of position qualifies as a Section 3 Worker, then it is to the advantage of the Employer to report the Employee's data to contribute to the Employer's efforts towards meeting the Section 3 "Safe Harbor" goals set by HUD for Section 3 compliance.]*

The Section 3 "Safe Harbor" goals for a HUD/CDBG funded project deemed to be subject to [24 CFR 75](#) are to have at least 25% of all labor hours worked on the project be by Section 3 Workers and have at least 5% of all labor hours worked on the project be by Targeted Section 3 Workers. The Section 3 contracting, data collection, and reporting requirements and the Section 3 "Safe Harbor" goals for HUD/CDBG funded projects deemed to be subject to [24 CFR 75](#) are summarized in the *Section 3 Contract Requirements* contract insertion document provided to grantees by the State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DEHCR), which applies to the grantee's contract with the State, as well as all contracts associated with the project, including prime contracts and sub-contracts for construction and non-construction activities.

#### For Employees Working on Multiple HUD/CDBG Funded Projects at the Same Time:

An Employee's Section 3 Employee Income Certification form may be used for multiple HUD/CDBG funded projects occurring at the same *only* if the applicable HUD CDBG Income Limit for the Employee is the same for each project, and there is no difference in the Employee's Targeted Section 3 Worker status (if applicable) for each project. If the applicable Income Limit or Targeted Section 3 Worker status is different for each project, then a separate Section 3 Employee Income Certification form must be completed for each project for which there are differences.

#### TIP FOR CHECKBOX ENTRIES WITHIN FORM:

For the 'checkbox' fields within the form, double-click the box next to the "Yes" or "No" option to change it to a 'checked' box; or right-click the box, select "Properties" and under the "Default Value" heading change the selection to the "Checked" option to have the box checked.

#### PART A:

- **#1-#2:** Enter the Employer's company/organization name, and the Employee's first and last name. The "Employer" is the entity that has one or more Employees working on the HUD/CDBG funded project, which may include the Grantee, a "subrecipient" organization receiving the grant funds through the Grantee, a construction prime contractor or sub-contractor, or a non-construction (e.g., professional services) prime contractor or sub-contractor.
- **#3:** Enter the date the Employee started work on the HUD/CDBG funded project. If the Employee is working on multiple HUD/CDBG funded projects, then enter the date the Employee started on each project for which this form is being submitted. If different Income Limits were in effect at the time the Employee started work on each project, or the Employee's county of residence changed between their start on each project, then a separate Section 3 Employee Income Certification form must be completed for each project.
- **#4:** Enter the county and state of the Employee's home residence when the Employee starts work on the project.
- **#5:** Enter the applicable Income Limit, which is the HUD CDBG Income Limit for a Family of 1 (i.e., an individual person) for the county in which the Employee lives and which is currently in effect when the Employee starts work on the project. The HUD CDBG Income Limits for Wisconsin counties for a Family of 1 (i.e., individual person) are provided with this form for the following:
  - FY2022 (effective 6/15/2022 to present) – the Income Limits in effect for Employees living in Wisconsin who starts work on a project **6/15/2022 or later**;
  - FY2021 (effective 6/1/2021) – the Income Limits in effect for Employees living in Wisconsin who started work on a project **6/1/2021 – 6/14/2022**; and
  - FY2020 (effective 7/1/2020) – the Income Limits in effect for Employees living in Wisconsin who started work on the project **11/30/2020 – 5/31/2021**. [Note: This form is not applicable to any work started prior to 11/30/2020.]

The applicable Income Limit to enter in Part A – item #5 on page 1 of this form is the HUD CDBG Income Limit in effect on the date the Employee started work on the project, for the county in which the Employee lives. If an income limit is needed for a

## SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]

### PART A: (CONTINUED)

- county outside Wisconsin, it may be obtained by accessing the applicable CDBG Income Limits spreadsheet linked at: <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>. Select the CDBG Income Limits in effect on date the Employee started work on the project. The Income Limits for all states are provided on the spreadsheet. Filter the spreadsheet by State, and for the county in which the Employee lives, select the income limit listed in the **Lim80\_year/p1** column, which is the low-to-moderate income limit for a Family of 1 (i.e., individual person) for the year selected.
- **#6:** Respond to indicate whether the Employee is employed with your company/organization through the federally funded **YouthBuild** job training and leadership program (for youth ages 16-24), receiving assistance under the Workforce Innovation and Opportunity Act ([29 U.S.C. 3226](#)) by checking the appropriate box of "Yes" or "No".

### Part B:

- Completion of **Part B** is *optional* for the Employer and the Employee. It is only applicable for Employees hired on or after 11/30/2020 who do not qualify as a Section 3 Worker upon starting work on the project, but who may have qualified as a Section 3 Worker on their Hire Date.
- The Employer should consider providing the Certification form to Employees hired on or after 11/30/2020 to demonstrate 'best efforts' made to meet the Section 3 "Safe Harbor" goals per [24 CFR 75](#) if they were not met using the Employee data at the time of their starting work on the project.
- **#7 - #10:** The Employer has the *option* to complete items **#7 - #10** in **Part B**.  
The applicable Income Limit to enter in **Part B** – item **#9** on page 1 of this form is the HUD CDBG Income Limit in effect on the Employee's Hire Date for the county in which the Employee lived on their Hire Date. The HUD CDBG Income Limits for Wisconsin counties for a family of 1 (i.e., individual person) are provided with this form for the following:
  - FY2022 (effective 6/15/2022 to present) – the Income Limits in effect for Employees living in Wisconsin who were hired on **6/15/2022 or later**;
  - FY2021 (effective 6/1/2021) – the Income Limits in effect for Employees living in Wisconsin who were hired on **6/1/2021 – 6/14/2022**; and
  - FY2020 (effective 7/1/2020) – the Income Limits in effect for Employees living in Wisconsin who were hired on **11/30/2020 – 5/31/2021**. [Note: The Employee's Section 3 status *cannot* be based on their annual income on their Hire Date if the Employee was hired *prior to 11/30/2020*.]Refer to the instructions for **Part A** – item **#5** above for accessing the HUD CDBG Income Limits for Employees who live outside Wisconsin.
- **#11 - #12:** The Employer may ask the Employee to complete items **#11 - #12** and sign and date the form. The Employee's participation/completion is *voluntary*.

### ADDITIONAL GUIDANCE FOR PART A AND PART B:

- The HUD CDBG Income Limits are updated annually by HUD, typically released in June or July. Check the website for updates each year. The "**Effective**" date is listed for each year on the [CDBG Income Limits website](#).
- Only **one** Section 3 Employee Certification form needs to be completed per Employee who works on the HUD/CDBG funded project, and it is to be completed upon the Employee starting work on the project. A Certification form does **not** need to be completed for the Employee for each year of the project.

### Part C:

- The Employer is to complete all of **Part C**.
- Enter the Employer name and Employee name at the top of **Part C** where specified.
- **Item #1:** Check the box for "Yes" or "No" to indicate whether the Employee is a Section 3 Worker; and if YES, then check the box(es) to indicate which criteria from options **(a)**, **(b)**, and/or **(c)** is/are met.
- **Item #2:** Check the box for "Yes" or "No" to indicate whether the Employee is a Targeted Section 3 Worker and if YES, then check the box(es) to indicate which criteria from options **(a)**, **(b)**, and/or **(c)** is/are met.
  - If option **#2(b)** is selected, then enter the Employee's home address at the time of hire where specified.
- **Item #3:** Enter the Employer Representative (Preparer) name, job title, email address, and the date that **Part C** is being completed as certification of the accuracy of the information entered by the Employer in **Part A – Part C**.
- **Item #4:** Enter the Grantee/UGLG name(s) and Grant Agreement number(s) (if known) for the HUD/CDBG funded project(s) for which this form is being completed and submitted. *This may be updated by the Employer or the Grantee's Grant Administrator as projects are added.*

**The data from this form are to be used when the Employer is calculating and reporting all labor hours for all Employees, Section 3 Workers, and Targeted Section 3 Workers who work on the HUD/CDBG funded project on the Semi-Annual Individual Contractor's Section 3 Data Report (Attachment 9-M from the [CDBG Implementation Handbook](#) or similar reporting form with the same information, as provided by the Grantee to the Employer).**

**EMPLOYERS AND HUD/CDBG GRANTEES MUST RETAIN SECTION 3 EMPLOYEE INCOME CERTIFICATION FORMS IN THE PROJECT FILE AND PROVIDE THEM TO DEHCR AND OTHER REGULATING ENTITIES UPON REQUEST.**

**SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]**

**HUD FY2022 CDBG INCOME LIMITS – WISCONSIN**

*(Effective 6/15/2022 - Present)*

Source: HUD FY2022 [CDBG Income Limits spreadsheet](https://www.hudexchange.info/resource/5334/cdbg-income-limits/) (which contains income limits for all states and counties) linked at: <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

If an Employee does not live in Wisconsin, the applicable Income Limits for the Employee must be obtained from accessing the FY2022 CDBG Income Limits spreadsheet linked on the website linked above. The FY2022 CDBG Income Limits for all states are provided in the spreadsheet. Filter the spreadsheet by State, and for the county in which the Employee currently lives (at the time of starting work on the project, for the applicable Income Limit to enter in **Part A** – item #5 on this form – if the Employee started work on the project 6/15/2022 or later); or previously lived on their Hire Date (for the applicable Income Limit to enter in **Part B** – item #9 on this form), select the income limit listed in the **Lim80\_[year]p1** column., which is the 80% low-to-moderate income limit for a Family of 1 (i.e., individual person) for the year selected. [Note: Counties are listed in alphabetical order on the spreadsheet. Some counties are part of a metropolitan area so the metro area will be listed where the county name should be. Use the income limit for the metro area for that county.]

| County                 | Family of 1<br>80% Income Limit<br>FY2022 |
|------------------------|---|
| Adams County, WI       | \$45,000                                  |
| Ashland County, WI     | \$45,000                                  |
| Barron County, WI      | \$45,000                                  |
| Bayfield County, WI    | \$45,000                                  |
| Brown County, WI       | \$50,550                                  |
| Buffalo County, WI     | \$45,000                                  |
| Burnett County, WI     | \$45,000                                  |
| Calumet County, WI     | \$53,600                                  |
| Chippewa County, WI    | \$50,150                                  |
| Clark County, WI       | \$45,000                                  |
| Columbia County, WI    | \$51,800                                  |
| Crawford County, WI    | \$45,000                                  |
| Dane County, WI        | \$62,600                                  |
| Dodge County, WI       | \$45,650                                  |
| Door County, WI        | \$46,100                                  |
| Douglas County, WI     | \$47,800                                  |
| Dunn County, WI        | \$46,000                                  |
| Eau Claire County, WI  | \$50,150                                  |
| Florence County, WI    | \$45,000                                  |
| Fond du Lac County, WI | \$47,150                                  |
| Forest County, WI      | \$45,000                                  |
| Grant County, WI       | \$45,000                                  |
| Green County, WI       | \$49,750                                  |
| Green Lake County, WI  | \$45,000                                  |
| Iowa County, WI        | \$50,700                                  |
| Iron County, WI        | \$45,000                                  |
| Jackson County, WI     | \$45,000                                  |
| Jefferson County, WI   | \$49,350                                  |
| Juneau County, WI      | \$45,000                                  |
| Kenosha County, WI     | \$50,150                                  |
| Kewaunee County, WI    | \$50,550                                  |
| La Crosse County, WI   | \$50,500                                  |
| Lafayette County, WI   | \$45,000                                  |
| Langlade County, WI    | \$45,000                                  |
| Lincoln County, WI     | \$45,650                                  |
| Manitowoc County, WI   | \$45,200                                  |

| County                 | Family of 1<br>80% Income Limit<br>FY2022 |
|------------------------|---|
| Marathon County, WI    | \$49,100                                  |
| Marinette County, WI   | \$45,000                                  |
| Marquette County, WI   | \$45,000                                  |
| Menominee County, WI   | \$45,000                                  |
| Milwaukee County, WI   | \$52,850                                  |
| Monroe County, WI      | \$45,650                                  |
| Oconto County, WI      | \$45,000                                  |
| Oneida County, WI      | \$45,350                                  |
| Outagamie County, WI   | \$53,600                                  |
| Ozaukee County, WI     | \$52,850                                  |
| Pepin County, WI       | \$45,550                                  |
| Pierce County, WI      | \$62,600                                  |
| Polk County, WI        | \$45,000                                  |
| Portage County, WI     | \$50,350                                  |
| Price County, WI       | \$45,000                                  |
| Racine County, WI      | \$48,350                                  |
| Richland County, WI    | \$45,000                                  |
| Rock County, WI        | \$45,650                                  |
| Rusk County, WI        | \$45,000                                  |
| St. Croix County, WI   | \$62,600                                  |
| Sauk County, WI        | \$46,050                                  |
| Sawyer County, WI      | \$45,000                                  |
| Shawano County, WI     | \$45,000                                  |
| Sheboygan County, WI   | \$47,400                                  |
| Taylor County, WI      | \$45,000                                  |
| Trempealeau County, WI | \$45,650                                  |
| Vernon County, WI      | \$45,000                                  |
| Vilas County, WI       | \$45,000                                  |
| Walworth County, WI    | \$49,300                                  |
| Washburn County, WI    | \$45,000                                  |
| Washington County, WI  | \$52,850                                  |
| Waukesha County, WI    | \$52,850                                  |
| Waupaca County, WI     | \$45,650                                  |
| Waushara County, WI    | \$45,000                                  |
| Winnebago County, WI   | \$47,600                                  |
| Wood County, WI        | \$45,000                                  |

**SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]**

**HUD FY2021 CDBG INCOME LIMITS – WISCONSIN**

*(Effective 6/1/2021 – 6/14/2022)*

Source: HUD FY2021 [CDBG Income Limits spreadsheet](https://www.hudexchange.info/resource/5334/cdbg-income-limits/) (which contains income limits for all states and counties) linked at:  
<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

If an Employee does not live in Wisconsin, the applicable Income Limits for the Employee must be obtained from accessing the FY2021 CDBG Income Limits spreadsheet linked on the website linked above. The FY2021 CDBG Income Limits for all states are provided in the spreadsheet. Filter the spreadsheet by State, and for the county in which the Employee lived at the time of starting work on the project (for the applicable Income Limit to enter in **Part A** – item #5 on this form); or previously lived on their Hire Date (for the applicable Income Limit to enter in **Part B** – item #9 on this form), select the income limit listed in the **Lim80\_[year]p1** column.], which is the 80% low-to-moderate income limit for a Family of 1 (i.e., individual person) for the year selected. [Note: Counties are listed in alphabetical order on the spreadsheet. Some counties are part of a metropolitan area so the metro area will be listed where the county name should be. Use the income limit for the metro area for that county.]

| County                 | Family of 1<br>80% Income Limit<br>FY2021 |
|------------------------|---|
| Adams County, WI       | \$40,250                                  |
| Ashland County, WI     | \$40,250                                  |
| Barron County, WI      | \$40,250                                  |
| Bayfield County, WI    | \$40,250                                  |
| Brown County, WI       | \$45,200                                  |
| Buffalo County, WI     | \$40,250                                  |
| Burnett County, WI     | \$40,250                                  |
| Calumet County, WI     | \$47,950                                  |
| Chippewa County, WI    | \$44,800                                  |
| Clark County, WI       | \$40,250                                  |
| Columbia County, WI    | \$46,600                                  |
| Crawford County, WI    | \$40,250                                  |
| Dane County, WI        | \$55,950                                  |
| Dodge County, WI       | \$43,650                                  |
| Door County, WI        | \$41,450                                  |
| Douglas County, WI     | \$42,750                                  |
| Dunn County, WI        | \$41,350                                  |
| Eau Claire County, WI  | \$44,800                                  |
| Florence County, WI    | \$40,250                                  |
| Fond du Lac County, WI | \$42,200                                  |
| Forest County, WI      | \$40,250                                  |
| Grant County, WI       | \$40,250                                  |
| Green County, WI       | \$45,200                                  |
| Green Lake County, WI  | \$40,250                                  |
| Iowa County, WI        | \$45,650                                  |
| Iron County, WI        | \$40,250                                  |
| Jackson County, WI     | \$40,250                                  |
| Jefferson County, WI   | \$44,150                                  |
| Juneau County, WI      | \$40,250                                  |
| Kenosha County, WI     | \$45,650                                  |
| Kewaunee County, WI    | \$45,200                                  |
| La Crosse County, WI   | \$45,150                                  |
| Lafayette County, WI   | \$40,250                                  |
| Langlade County, WI    | \$40,250                                  |
| Lincoln County, WI     | \$41,000                                  |
| Manitowoc County, WI   | \$40,450                                  |

| County                 | Family of 1<br>80% Income Limit<br>FY2021 |
|------------------------|---|
| Marathon County, WI    | \$44,450                                  |
| Marinette County, WI   | \$40,250                                  |
| Marquette County, WI   | \$40,250                                  |
| Menominee County, WI   | \$40,250                                  |
| Milwaukee County, WI   | \$47,250                                  |
| Monroe County, WI      | \$41,000                                  |
| Oconto County, WI      | \$40,250                                  |
| Oneida County, WI      | \$40,550                                  |
| Outagamie County, WI   | \$47,950                                  |
| Ozaukee County, WI     | \$47,250                                  |
| Pepin County, WI       | \$40,750                                  |
| Pierce County, WI      | \$55,950                                  |
| Polk County, WI        | \$40,250                                  |
| Portage County, WI     | \$45,050                                  |
| Price County, WI       | \$40,250                                  |
| Racine County, WI      | \$43,250                                  |
| Richland County, WI    | \$40,250                                  |
| Rock County, WI        | \$40,900                                  |
| Rusk County, WI        | \$40,250                                  |
| St. Croix County, WI   | \$55,950                                  |
| Sauk County, WI        | \$42,100                                  |
| Sawyer County, WI      | \$40,250                                  |
| Shawano County, WI     | \$40,250                                  |
| Sheboygan County, WI   | \$43,150                                  |
| Taylor County, WI      | \$40,250                                  |
| Trempealeau County, WI | \$41,100                                  |
| Vernon County, WI      | \$40,250                                  |
| Vilas County, WI       | \$40,250                                  |
| Walworth County, WI    | \$44,100                                  |
| Washburn County, WI    | \$40,250                                  |
| Washington County, WI  | \$47,250                                  |
| Waukesha County, WI    | \$47,250                                  |
| Waupaca County, WI     | \$41,650                                  |
| Waushara County, WI    | \$40,250                                  |
| Winnebago County, WI   | \$43,400                                  |
| Wood County, WI        | \$40,250                                  |

**SECTION 3 EMPLOYEE INCOME CERTIFICATION (9-K(2)) [24 CFR 75]**

**HUD FY2020 CDBG INCOME LIMITS – WISCONSIN**

*(Effective 7/1/2020 – 5/31/2021)*

Source: HUD FY2020 [CDBG Income Limits](https://www.hudexchange.info/resource/5334/cdbg-income-limits/) spreadsheet (which contains income limits for all states and counties) linked at:  
<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

If an Employee does not live in Wisconsin, the applicable Income Limits for the Employee must be obtained from accessing the FY2020 CDBG Income Limits spreadsheet linked on the website linked above. The FY2020 CDBG Income Limits for all states are provided in the spreadsheet. Filter the spreadsheet by State, and for the county in which the Employee lived at the time of starting work on the project (for the applicable Income Limit to enter in **Part A** – item #5 on this form); or previously lived on their Hire Date (for the applicable Income Limit to enter in **Part B** – item #9 on this form), select the income limit listed in the **Lim80\_[year]p1** column.], which is the 80% low-to-moderate income limit for a Family of 1 (i.e., individual person) for the year selected. [Note: Counties are listed in alphabetical order on the spreadsheet. Some counties are part of a metropolitan area so the metro area will be listed where the county name should be. Use the income limit for the metro area for that county.]

| County                 | Family of 1<br>80% Income Limit<br>FY2020 |
|------------------------|---|
| Adams County, WI       | \$39,700                                  |
| Ashland County, WI     | \$39,700                                  |
| Barron County, WI      | \$39,700                                  |
| Bayfield County, WI    | \$39,700                                  |
| Brown County, WI       | \$46,100                                  |
| Buffalo County, WI     | \$39,700                                  |
| Burnett County, WI     | \$39,700                                  |
| Calumet County, WI     | \$48,400                                  |
| Chippewa County, WI    | \$42,950                                  |
| Clark County, WI       | \$39,700                                  |
| Columbia County, WI    | \$45,850                                  |
| Crawford County, WI    | \$39,700                                  |
| Dane County, WI        | \$54,950                                  |
| Dodge County, WI       | \$43,400                                  |
| Door County, WI        | \$41,750                                  |
| Douglas County, WI     | \$43,050                                  |
| Dunn County, WI        | \$40,050                                  |
| Eau Claire County, WI  | \$42,950                                  |
| Florence County, WI    | \$39,700                                  |
| Fond du Lac County, WI | \$44,350                                  |
| Forest County, WI      | \$39,700                                  |
| Grant County, WI       | \$39,700                                  |
| Green County, WI       | \$44,250                                  |
| Green Lake County, WI  | \$39,700                                  |
| Iowa County, WI        | \$44,000                                  |
| Iron County, WI        | \$39,700                                  |
| Jackson County, WI     | \$39,700                                  |
| Jefferson County, WI   | \$42,950                                  |
| Juneau County, WI      | \$39,700                                  |
| Kenosha County, WI     | \$43,550                                  |
| Kewaunee County, WI    | \$46,100                                  |
| La Crosse County, WI   | \$43,050                                  |
| Lafayette County, WI   | \$39,700                                  |
| Langlade County, WI    | \$39,700                                  |
| Lincoln County, WI     | \$40,150                                  |

| County                 | Family of 1<br>80% Income Limit<br>FY2020 |
|------------------------|---|
| Manitowoc County, WI   | \$41,650                                  |
| Marathon County, WI    | \$44,250                                  |
| Marinette County, WI   | \$39,700                                  |
| Marquette County, WI   | \$39,700                                  |
| Menominee County, WI   | \$39,700                                  |
| Milwaukee County, WI   | \$46,950                                  |
| Monroe County, WI      | \$40,400                                  |
| Oconto County, WI      | \$39,700                                  |
| Oneida County, WI      | \$39,700                                  |
| Outagamie County, WI   | \$48,400                                  |
| Ozaukee County, WI     | \$46,950                                  |
| Pepin County, WI       | \$39,700                                  |
| Pierce County, WI      | \$54,950                                  |
| Polk County, WI        | \$39,700                                  |
| Portage County, WI     | \$44,000                                  |
| Price County, WI       | \$39,700                                  |
| Racine County, WI      | \$43,050                                  |
| Richland County, WI    | \$39,700                                  |
| Rock County, WI        | \$39,700                                  |
| Rusk County, WI        | \$39,700                                  |
| St. Croix County, WI   | \$54,950                                  |
| Sauk County, WI        | \$40,600                                  |
| Sawyer County, WI      | \$39,700                                  |
| Shawano County, WI     | \$39,700                                  |
| Sheboygan County, WI   | \$41,100                                  |
| Taylor County, WI      | \$39,700                                  |
| Trempealeau County, WI | \$40,250                                  |
| Vernon County, WI      | \$39,700                                  |
| Vilas County, WI       | \$39,700                                  |
| Walworth County, WI    | \$44,250                                  |
| Washburn County, WI    | \$39,700                                  |
| Washington County, WI  | \$46,950                                  |
| Waukesha County, WI    | \$46,950                                  |
| Waupaca County, WI     | \$40,250                                  |
| Waushara County, WI    | \$39,700                                  |
| Winnebago County, WI   | \$45,300                                  |
| Wood County, WI        | \$41,250                                  |



# Appendix G

**PAYROLL**

**(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))**



U.S. Wage and Hour Division  
Rev. Dec. 2008

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

OMB No.: 1235-0008  
Expires: 07/31/2024

|   |                 |                      |  |                         |   |  |
|---|-----------------|----------------------|--|-------------------------|---|--|
| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> |                 | ADDRESS              |  |                         | OMB No.: 1235-0008<br>Expires: 07/31/2024 |  |
| PAYROLL NO.   | FOR WEEK ENDING | PROJECT AND LOCATION |  | PROJECT OR CONTRACT NO. |   |  |

| (1)<br>NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | (2)<br>NO. OF<br>WITHHOLDING<br>DEDUCTIONS | (3)<br>WORK<br>CLASSIFICATION | (4) DAY AND DATE |                       |  |  |  |  |  | (5)<br>TOTAL<br>HOURS | (6)<br>RATE<br>OF PAY | (7)<br>GROSS<br>AMOUNT<br>EARNED | (8)<br>DEDUCTIONS |                         |       |                     |  | (9)<br>NET<br>WAGES<br>PAID<br>FOR WEEK |  |
|--|--|-------------------------------|------------------|-----------------------|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|-------------------|-------------------------|-------|---------------------|--|---|--|
|  |  |                               | OT OR ST.        | HOURS WORKED EACH DAY |  |  |  |  |  |                       |                       |                                  | FICA              | WITH-<br>HOLDING<br>TAX | OTHER | TOTAL<br>DEDUCTIONS |  |   |  |
|  |  |                               |                  | S                     |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | O                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |
|  |  |                               | S                |                       |  |  |  |  |  |                       |                       |                                  |                   |                         |       |                     |  |   |  |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS:

|                |           |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
|----------------|-----------|

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

# Appendix H

## PRE-CONSTRUCTION CHECKLIST FOR CONTRACTORS

### MEETING LABOR STANDARDS CONTRACT REQUIREMENTS

#### INTRODUCTION:

The following checklist has been prepared to assist contractors and sub-contractors in meeting contractual labor standards responsibilities. All major administrative and procedural activities have been covered in the sequence they will occur as the construction project proceeds. Careful attention to and the use of this checklist should result in a minimum number of problems with respect to labor standards.

#### EXPLANATORY NOTES:

The word "recipient" as used below refers to the entity (e.g., the Unit of General Local Government [UGLG]) that was awarded the federal grant funds. The word "employer" as used below refers to the project contractor, each sub-contractor, or each lower-tier sub-contractor. Payrolls and other documentary evidence of compliance are required to be sent to the recipient for review (all to be submitted through the project contractor). The delivery procedure is as follows:

1. Each lower-tier sub-contractor, after careful review, submits the required documents to the respective sub-contractor.
2. Each sub-contractor, after checking their own and those of each lower-tier sub-contractor (if applicable), submits the required documents to the contractor.
3. The contractor, after reviewing all payrolls and other documentation, including their own, and correcting violations where necessary, submits payrolls to the recipient.

All employers should check each of the following statements as being true. If any statement is not true, the contractor or his representative should contact the recipient for special guidance.

### EMPLOYER PRE-CONSTRUCTION CHECKLIST & ACKNOWLEDGEMENT

**Complete the information below for numbers 1 through 6, sign this sheet, keep a copy for file records, and submit the original to the designated project supervisor. This should be done 21 days before the work begins.**

#### BEFORE CONSTRUCTION BEGINS THE EMPLOYER HAS:

1. Not been debarred or otherwise made ineligible to participate in any federally-assisted project.
2. Received appropriate contract provisions covering labor standards requirements.
3. Reviewed and understands all labor standards contract provisions.
4. Received the applicable Wage Decision(s) as part of the contract.
5. Requested from the recipient through the Additional Classification request process and received the minimum required wage rate (hourly wage plus fringe benefits value) for any classification to be worked that is not included on the applicable Wage Decision(s) for the project.
6. Requested and received certification from the state Bureau of Apprenticeship and Training (recognized by USBAT) for any apprentice and/or trainee program in which the employer participates, and submitted a copy thereof to the recipient prior to the apprentice(s)/trainee(s) working on the project.

\_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Location of Project: City, County, State)

\_\_\_\_\_  
(Contract Number)

COMPLIANCE AT CONSTRUCTION START - CONFIRM THE CONTRACTOR HAS:

1. Notified sub-contract award recipient of construction start date in writing.
2. Placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction): 
  - Applicable Wage Decision(s)
  - *Notice to Employees* (WH 1321) 
    - English: <https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>
    - Spanish: <https://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>
3. Before assigning each project worker to work, obtained worker's full name and has assigned each employee an individual identification (i.d.) number (for payroll purposes).
4. Obtained a copy of each apprentice's certificate with the apprentice's registration number and number of years of apprenticeship from the state Bureau of Apprenticeship and Training (BAT).
5. Informed each worker of: 
  - Their work classification (journeymen or job title) as it will appear on the certified payroll record, and as determined from the applicable Wage Decision or through the Additional Classification process.
  - Their duties of work.
  - The U.S. Department of Labor's (USDOL's) requirement on this project that the employee is designated as being a journeyman, an apprentice, or a laborer. 
    - If journeymen, is to be paid the journeyman's minimum required wage rate (as specified on the applicable Wage Decision) or more;
    - If apprentice, is to be paid not less than the apprentice's rate for the trade based on their year of apprenticeship; or
    - If laborer, is to do laborer's work only--not use any tool or tools of the trade--and not perform any part of a journeyman's work--and is to be paid the laborer's minimum required wage rate (as specified on the applicable Wage Decision) or more.
6. Understands the requirements each laborer or mechanic who performs work on the project in more than one classification within the same work week shall be classified and paid at the highest wage rate applicable to any of the work which the employee performs unless the following requirements are met: 
  - Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification.
  - The payroll shall show the hours worked in each classification and the wage rate paid for each classification.
  - **Section 3 Compliance Note:** The reporting of employees' and contractors' Section 3 status when reporting employee work on the HUD funded/CDBG project is required to meet the Section 3 requirements for HUD projects. Refer to the "Section 3 Contract Requirements" language in the employer's contract for the project for guidance in determining employees' and employers' Section 3 status. The criteria and nature of reporting differs depending on whether the recipient was awarded the HUD funds prior to 11/30/2020, or on or after 11/30/2020.
7. Has informed each worker of their hourly wage rate and the minimum required wage rate (as specified on the applicable Wage Decision) for their work, including: 
  - Time and one-half for all work over 40 hours in any work week (see Contract Work Hours and Safety Standards Act (CWHSSA)).
  - Fringe benefits, if any (see applicable Wage Decision).
  - Deductions from their pay.

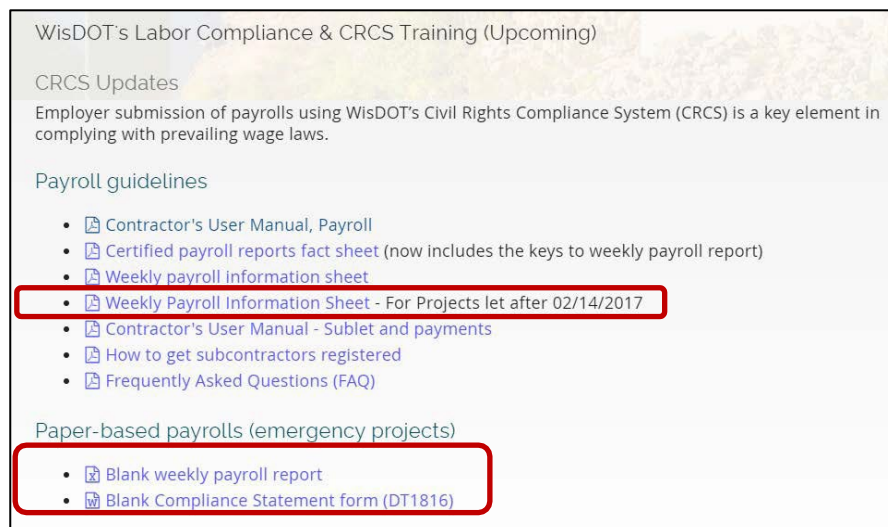
- 8. Has informed each worker that they will be subject to being interviewed on the job by the recipient or a HUD, USDOL, or other U.S. government inspector, to confirm that their employer is complying with all labor requirements.
- 9. Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working and verifying the ratio of journeyman to apprentice through the indenture papers.

**COMPLIANCE DURING CONSTRUCTION – CONFIRM THE CONTRACTOR HAS:**

- 1. Not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, or dismissed any project worker because of race, color, religion, sex, or national origin.
- 2. Employed all registered apprentices referred to the employer through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer.
- 3. Maintained basic employment records accessible to inspection by the recipient or U.S. government representatives.
- 4. Complied with all health and safety standards.
- 5. Paid all workers weekly.
- 6. Submitted weekly certified payroll records that include the required information and documentation. 
  - A. The weekly payroll records are prepared on the recommended **Wisconsin Department of Transportation (WisDoT) Weekly Payroll Report** form (WisDoT Form 1926) (a Microsoft Excel document that may be modified/customized for the specific project and includes formulas for automatically calculating data and entering details of job classifications, apprenticeship status, and types of fringe benefits and deductions) and **Compliance Statement** form (WisDoT Form 1816); or comparable forms that allows for reporting the same details.

The **U.S. Department of Labor Weekly Payroll Record Form WH-347** or an internal payroll system reporting form that allows for reporting the same information is acceptable. Note that when using Form WH-347, the details of the types of fringe benefits and deductions and value of each fringe benefit and deduction must be itemized for each employee on the Statement of Compliance page of Form WH-347 or attached to the payroll record.

Wisconsin Department of Transportation (WisDoT) Weekly Payroll Report form (WisDoT Form 1926), Information Sheet (instructions) & Compliance Statement (WisDoT Form 1816):  
<https://wisconsindot.gov/pages/doing-bus/civil-rights/labornwage/payroll-submission-compliance.aspx>  
 Refer to the "Paper-based payrolls (emergency projects) section:



U.S. Department of Labor (USDOL) Payroll Record Form (includes a Statement of Compliance page) & Instructions:

WH347 Form & Instructions: <http://www.dol.gov/whd/forms/wh347instr.htm>  
 (Direct link to WH347 also here: <http://www.dol.gov/whd/forms/wh347.pdf>)



The recipient does not need to review those project workers listed on the payroll who perform work which is descriptive of any of the following job titles which are exempt from labor requirements: project superintendent, project engineer, messenger, clerical workers, timekeepers, bookkeepers, payroll clerks, and Supervisory foreman (*less than 20% of time as a working foreman*).

Any alternate payroll form used should be cleared with the recipient's Labor Standards Officer (LSO) before the employer starts work on the project. A project printout from the employer's internal payroll software system, for example, is acceptable provided that all data shown and required on the WisDoT payroll form and Compliance Statement form, or on the front and back of the USDOL payroll record Form WH-347, is on or included with the payroll submitted to employer.

B. The weekly payroll records include the required information and comply with the following:

- 1) Name of Contractor or Subcontractor. Includes name of employer, showing whether contractor or sub-contractor.
- 2) Address. Includes address of employer.
- 3) Payroll Number. Each weekly payroll is numbered in sequential order (starting with Payroll No. "1" for the employer's first work week on the project). 
  - a. If employer's workers perform no physical work on the project during workweek, the employee has submitted a "no work" certified payroll record, letter or email for that work week.
  - b. Payroll of employer's final work week on the project (completion of his work) is marked "Final."
- 4) For Week Ending. Is dated with last date of the work week specified.
- 5) Project and Location. Includes name of project and city in which the project is located.
- 6) Project or Contract Number. Includes the contract number provided by the recipient.
- 7) Name and Individual Identifying Number of Worker. Includes the names and identification numbers of employees, as they appear on the employee's paycheck (e.g., the last four digits of the Social Security number or other unique i.d. number).
- 8) Number of Withholding Exemptions. May be included for employer's convenience - it is not required by HUD to be completed.
- 9) Work Classification (job title). Must be listed for the worker as included in the Wage Decision and denotes the work that worker actually performed. If the job title corresponds to a job



classification with multiple group numbers in the Wage Decision, then provide a detailed job title and group number (e.g., Backhoe Operator +/- 130,000 lbs [Group #3]) versus only listing "Operator."

Note: If the applicable classification is not included in the Wage Decision, the contractor should contact the recipient immediately, and request the classification through the Additional Classification request process.

- a. Apprentice. If worker is an apprentice, their state BAT registration number and year of apprenticeship is included in on payroll record, the first time the apprentice's name appears on the payroll.
- b. Split Classification. If worker has performed work in more than one classification of work during the work week, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll. 
  - Accurate daily time records show the exact hours of work performed daily in each class of work.
  - Each class of work the employee performed is listed.
  - The employee's name is repeated when listing additional classifications worked.
  - The breakdown of hours worked daily under each work classification is stated.
  - The applicable wage rate (which must be the minimum required wage rate, as specified on the applicable Wage Decision, or more) for each classification of work is stated.
  - If the above is not done, the worker is paid at least the highest minimum required wage rate (as specified on the applicable Wage Decision) of all classes of work performed for all hours worked.

Average Pay of Two Classes of Work **Not** Accepted. The employer shall not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of trade (journeyman) and each hour the employee does not use tools of the trade (laborer) must be recorded separately on the payroll.

Helper. The work classification of "helper" is **not accepted** by the Department of Housing and Urban Development (HUD) unless included in the applicable Wage Decision issued by the Secretary of Labor/USDOL for the project. Any employee listed as "helper" in absence of such classification in the Wage Decision **must be paid** the journeyman's wage rate for hours the employee uses tools of the trade.

- 10) Rate of Pay. Cannot be less than the minimum required wage rate for the work classification (as specified in the applicable Wage Decision). 
  - The Overtime Rate of Pay is not less than one and one-half times the worker's basic (straight) hourly rate of pay (Contract Work Hours Safety Standards Act). Overtime rate is not paid on fringes.
- 11) Apprentices. Apprentice status verified. If a copy of the apprentice's registration certificate from the State BAT has not been submitted to recipient by employer (through contractor), the apprentice must be paid journeyman's rate.
- 12) Piece Worker. Wage must be stated in at an hourly rate, the gross pay for the work week (work on the project) divided by the total number of hours worked on the project during the work week.
- 13) Gross Amount Earned. Must equal straight hours shown multiplied by straight rate of pay shown, plus overtime hours (if any) shown multiplied by overtime rate of pay shown.
- 14) Deductions. Each deduction must be shown on the payroll record. Allowable deductions are only those made that are required by law or voluntarily authorized by the worker in writing before the work week began, or through provision in a bargaining agreement to be deducted from the respective worker's pay.

- 15) Net Wages stated are (gross wages minus deductions) are shown.
- 16) Section 3 Status: See "**Section 3 Compliance Note**" (item #6 on page 3 of this document).
- C. Statement of Compliance. Each employer has:
- 1) Completed and signed a statement of compliance, using the copy of the WisDoT Compliance Statement form or the Statement of Compliance page within USDOL Form WH347, or similar form; and understands the penalties for falsification.
  - 2) Indicated on the statement of compliance if fringe benefits are included in the Wage Decision for any of the workers. 
    - 2(a). if fringe benefits are paid to approved fund(s), or
    - 2(b). if paid directly to each affected worker--included in paycheck for the work week – the employee's paycheck representing at least the minimum required rate of hourly wage plus fringe benefits amount (as specified in the applicable Wage Decision).
  - 3) Signed the statement of compliance and entered the name and title of the signatory entered.
  - 4) Has the person who signs the payroll be the employer or an official of the employer who is legally authorized to act for the employer.
- D. Weekly Payroll Review. Each employer has promptly:
- 1) Reviewed the weekly payroll for compliance with all labor requirements (using this check list) and made necessary corrections.
  - 2) Each Lower-Tier Sub-contractor has submitted their weekly payroll or "no work" certified payroll record, letter or email to the respective sub-contractor, which shall be received within three (3) calendar days from the last date of the work week.
  - 3) Each sub-contractor has received a payroll or "no work" certified payroll record, letter or email from each of their lower-tier sub-contractors, reviewed each and their own payroll, made necessary corrections, and submitted all such payrolls to the contractor, which shall be received within five (5) calendar days from the last date of the work week.
  - 4) Contractor has received a payroll or "no work" certified payroll record, letter or email from each sub-contractor and each lower-tier sub-contractor monitored each including their own payroll, made necessary corrections, and collectively submitted them to the recipient within seven (7) working days of the last date of the respective work week.

Payrolls and other documentary evidence of compliance are required to be sent to the UGLG's Labor Standards Officer (LSO) for review (all to be submitted through the project contractor).

# Appendix I

## ATTACHMENT 7-I: PRE-CONSTRUCTION MEETING ITEMS TO BE DISCUSSED

- A. Requirements and penalties of the Davis-Bacon Act.
- B. Requirements and penalties of the Contract Work Hours and Safety Standards Act.
- C. Requirements and penalties of the Copeland Anti-Kickback Act.
- D. Discussion of the Wage Decision.
  - 1. Trade classifications.
  - 2. Missing classifications.
  - 3. Missing classifications that can be confirmed.
  - 4. Employment of Apprentices.
    - a. Proper papers from state or U.S. Department of Labor (USDOL) required.
    - b. Allowable ration of Apprentices to Journeymen.
    - c. Apprentice supervision by Journeymen required at all times.
  - 5. Truck drivers, employed by the contractor, delivering materials, and spending more than a *de minimus* as described in the DBRA requirements, or more than 20% of their time on the job site in a given day), are covered.

*Truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. Conversely, hauling materials to/from the site, from/to an off-site location that is not exclusively established for the project is not DBA covered time. HUD has advised that they currently believe unloaded trucks are likewise not covered. Contractors must report hours worked, and pay at least the DBA wage rate for any time the truck driver spends on the work site if the driver is making multiple trips throughout the day that cumulatively challenge a de minimus determination. De minimus may be interpreted as time spent on the job site that is not sufficient nor consequential enough to be tracked as an itemizable job function. However, if a series of de minimus qualifying site visits by truck drivers cumulatively exceed the 20% threshold for any given day, DBA applies to the on-site hours worked.*
  - 6. Requesting additional classifications--procedures and information required.
- E. Proper Certification.
  - 1. Each sub-contractor is covered, regardless of the amount of the sub-contract.
  - 2. Each sub-contractor must have a written contract.
  - 3. Requirements governing owner-operators. Questionnaire required for subs without a Federal Employer Identification Number (FEIN).
  - 4. Prime Contractor is responsible for ensuring that sub-contractors are not debarred from working on federal projects.
- F. Collect FEIN for each contractor.
- G. Discuss the requirement to post the wage rate, additional classifications, and Davis-Bacon posters on the project site. They must be protected from the weather and visible to the public.
- H. Weekly Payroll Submission.
  - 1. Payrolls must be submitted weekly to the prime contractor, who must submit them to the UGLG's labor standards officer within seven (7) working days of the end of the payroll period.
  - 2. Statement of Compliance (WisDoT Compliance Statement (DT1816), or back of WH 347 **OR** WH 348, or Attachment 7-M: *Statement of Compliance*) must be completed and submitted with each payroll.

3. Payroll Completion.
  - a. Recommend WisDoT Payroll Record (DT1929) or the USDOL Form WH-347. Alternate forms are allowed but must be cleared with the Labor Standards Officer. The form must contain the contractor's name.
  - b. Each weekly payroll must be numbered in sequential order. No work payrolls or no work letters are recommended for weeks in which no works occurs.
  - c. Project and location must be identified on the payroll.
  - d. Each employee's individual identification number (i.e., the last four digits of the employee's Social Security number or other unique identification number assigned to the employee by the employer) must appear on the payroll for the first week that they work.
  - e. Completion of the withholding exemptions column is not required.
  - f. Work classification must conform to the trades listed on the wage rate or Additional Classification.
  - g. Apprentice indenture papers should be attached to the first payroll that he/she appears.
  - h. Employees working split classifications--hours and wages for each classification must be identified on the payroll. Average pay of the two classes is NOT acceptable.
  - i. The work classification of "helper" is not accepted by the Department of Administration – Division of Energy, Housing and Community Resources (DEHCR) and/or the Department of Housing and Urban Development (HUD) unless it is listed on the original wage rate.
  - j. Straight and overtime hours worked each day must be reported. Emphasize again the penalties for violation of CWHSS Act. Only overtime on the CDBG job needs to be reported.
  - k. Rates of Pay.
    - 1) Not less than the minimum wage for each classification and must include base rate plus fringe benefits.
    - 2) Overtime rate is one and one-half times the **base rate actually paid** plus the straight time value of fringe benefits (if paid in cash) for all hours over 40 in a workweek.
    - 3) Apprentice wage rate will be established by the step level of the apprentice based on the journeymen rate in the wage rate.
    - 4) Apprentices must receive the fringe benefits specified in their indenture. If the indenture does not specify, then they must receive the full value states in the wage rate.
    - 5) Piece work--must be stated as an hourly rate and a copy of the pay stub showing piece rate and number of units must be submitted.
  - l. Gross amount earned--must be shown as CDBG Gross/Total earnings for the week.
  - m. Deductions
    - 1) Must be recorded on the certified payroll.
    - 2) Must include an itemized list of deductions for each employee with the certified payroll (for the first payroll on which the employee appears; and any subsequent payrolls if the deduction type or amount changes for the employee). Deduction amounts must be listed on the certified payroll. If deductions are not itemized on the certified payroll, the itemization must be provided on a separate record signed by the authorized employer representative.

## BCD CDBG Implementation Handbook

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- 3) Written authorizations for all "other" deductions (i.e., deductions excluding those required by state and federal laws) must be maintained in the contractor's file. All documentation related to employee payroll deductions must be available and provided upon request to the Unit of General Local Government (UGLG) [the CDBG grantee], the Labor Standards Officer, DEHCR, HUD or USDOL.
  - 4) Proper documentation of all deductions must be maintained in the labor standards compliance file (and provided upon request).
  - 5) Net wages--enter the amount of the employee's net check.
  - 6) Fringe Benefits.
  - 7) Indicate on statement of compliance if benefits are paid to approved funds and submits evidence of the value of the fringe benefits.
  - 8) Indicate on statement of compliance if fringe benefits are paid in cash.
  - 9) List any exceptions on #1 and #2 above on the statement of compliance.
  - 10) Must include with the certified payroll an itemized list of fringe benefits and the cash value of each benefit, as applied to calculate the hourly fringe benefits rate, for each employee. The itemized list of fringe benefits must be included on the certified payroll record or provided on a separate record signed by the authorized employer representative. All documentation related to fringe benefits paid to employees and payments made by the employer into qualifying fringe benefits plans must be available and provided upon request to the UGLG [the CDBG grantee], DEHCR, HUD or USDOL.
- n. Signature—payroll record statement of compliance must be manually signed by the employer or an official of the employer who is authorized to sign.
- I. Payroll records, and time cards signed by the employees, must be retained for the term specified for records retention in the Grant Agreement between DEHCR and the UGLG.
- J. Employer must inform each employee that they are subject to being interviewed on the job by the recipient, state, HUD, or the USDOL concerning wages, hours and duties.
- K. Review the process to be used to secure payments for work.
- L. Other CDBG Program Requirements (other contract language and specifications):
1. Record of Debarment checks in SAM – prior to awarding contract.
  2. Potential Conflicts of Interest Clause (see required contract insertion language). Disclosure of conflicts of interest required.
  3. Lobbying Certification and Disclosure of Lobbying Activities (if any to disclose).
  4. Promoting contracting with Minority-owned Business Enterprise/Woman-owned Business Enterprise (MBE/WBE) and Section 3 Business firms in contracting/subcontracting – see required contract insertion language.
  5. Section 3 Contract Requirements (for a Grantee Awarded prior to 11/30/2020 OR Grantee Awarded on or after 11/30/2020) – See "Section 3 Requirements" contract insertion language. Current Employees, Contracting, Hiring, Tracking and Reporting. Section 3 Business Concerns, Section 3 Residents/Targeted Section 3 Residents, Section 3 Employee Income Certifications, Section 3 Reports.
  6. Equal Employment Opportunity.
- N. Failure to comply with aforementioned items may result in a delay in payment by the municipality or the contractor's ineligibility for payment.

## 11. Railroad Insurance and Coordination - Fox Valley and Lake Superior Rail System, LLC.

### A Description

Comply with standard spec 107.17 for all work affecting Fox Valley and Lake Superior Rail System, LLC 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 Fox Valley and Lake Superior Rail System.

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manager Real Estate – Contracts, 315 W. 3rd Street, Pittsburg, Kansas, 66762; Telephone (402) 651-8238; E-mail: [justin.mahr@watco.com](mailto:justin.mahr@watco.com).

Also send a copy to the following: Anna Davey, NW and NC Region Railroad Coordinator; 1701 N 4th Street, Superior, WI 54880; Telephone (715) 392-7960; E-mail: [anna.davey@dot.wi.gov](mailto:anna.davey@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 1610-00-76
- Work Performed: Mill and asphalt overlay

| # | Route Name | City/County         | Crossing ID | RR Subdivision | RR Milepost |
|---|------------|---------------------|-------------|----------------|-------------|
| 1 | STH 13/77  | Mellen, WI          | 699392L     | Ashland        | 409.88      |
| 2 | STH 182    | Park Falls/Price Co | 699580B     | Ashland        | 375.87      |
| 3 | USH 2      | Saxon/Iron Co       | 697126H     | White Pine     | 311.17      |

#### A.2 Train Operation

| # | Passenger Train Volume | Passenger Train Speed | Freight Train Volume | Freight Train Speed | Frequency | Switch Train Comment* |
|---|------------------------|-----------------------|----------------------|---------------------|-----------|-----------------------|
| 1 | 0                      | 0                     | 0                    | 0                   | Daily     | No switch trains      |
| 2 | 0                      | 0                     | 0                    | 0                   | Daily     | No switch trains      |
| 3 | 0                      | 0                     | 0                    | 0                   | Daily     | No switch trains      |

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

##### Construction Contact

Roger Schaalma, Divisional Engineer, Fox Valley and Lake Superior Rail System, LLC.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail [rschaalma@watco.com](mailto:rschaalma@watco.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

Rick Grant; Roadmaster; (608) 400-6556; [rgrant@watco.com](mailto:rgrant@watco.com). Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

##### Cable Locate Contact

In addition to contacting Diggers Hotline, contact the Construction Contact above at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Fox Valley and Lake Superior Rail System, LLC will only locate railroad owned facilities located 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. Install flashing lights, gates, and crossing surface.

#### **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.

stp-107-026 (20220107)

### **12. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

There are wetlands within the right-of-way, however, impacts are not anticipated based on the proposed slope intercepts. Therefore, the department has not requested or obtained a U.S. Army Corps of Engineers 404 Permit for this project.

Methods of operations, including preparatory work, staging, site clean-up, storing materials, or causing impacts to wetlands or waters are not permitted. 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 U.S. Army Corps of Engineers Section 404 Permit is required. If a Section 404 Permit is necessary, obtain the permit 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 permit. The contractor must be aware that the Corps of Engineers may not grant the permit request.

Required terms and conditions for general permits are available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

### **13. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.**

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Matthew Dickenson at (715) 395-3022. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

### **14. Environmental Protection, Aquatic Exotic Species Control.**

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>



Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
  - 4.1. Washing with ~212 F water (steam clean), or
  - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
  - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

## 15. Erosion Control Structures.

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20191121)

## 16. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

John Roelke, License Number All-119523, inspected Structure B-2-33 for asbestos on October 20, 2020. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Matthew Dickenson, (715) 395-3022, [matthew.dickenson@dot.wi.gov](mailto:matthew.dickenson@dot.wi.gov).

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 03/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Matthew Dickenson, (715) 395-3022, [matthew.dickenson@dot.wi.gov](mailto:matthew.dickenson@dot.wi.gov) and via e-mail to [dothazmatunit@dot.wi.gov](mailto:dothazmatunit@dot.wi.gov) or via U.S. mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-2-33, WIS 13 over the Bad River
- Site Address: 3.1 miles north of County MM, Section 6, T44N, R2W, City of Mellen, WI.
- Ownership Information: NW Region, 1701 N 4<sup>th</sup> Street, Superior, WI 54880
- Contact: Matthew Dickenson, PE
- Phone: (715) 395-3022
- Age: 33 years old. This structure was constructed in 1989.
- Area: 2294 SF of deck

Insert the following paragraph in Section 6.g.:

If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20220628)

## 17. Construction Over or Adjacent to Navigable Waters.

The Bad River is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

Place navigational aids / waterway markers through the construction zone to promote safe passage.

This reach of the Bad River is regularly used by recreational watercraft. It will be necessary to place at least one hazard-type bouy at least 100 feet on each side of the bridge to promote safe passage.

A Waterway Marker Application and Permit is required for both types of navigational markers (informational vs. control/restrictive) prior to construction. The Wisconsin Department of Natural Resources will determine which type of navigational aids are needed according to the project design and methods used during construction.

The general steps for submission of a Waterway Marker Application and Permit are as follows:

1. Please fill out the Waterway Marker Application and Permit form here:  
<http://dnr.wi.gov/files/PDF/forms/8700/8700-058.pdf>
2. The Wisconsin Department of Transportation should be listed as the applicant.
3. Be sure to include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram must show distance (in feet) from each marker location and from one permanent fixture as a benchmark.
4. Forward the signed application/permit to both DNR Environmental Liaison Shawn Haseleu and Boating Program Specialist Penny Kanable:

Shawn Haseleu  
Wisconsin Department of Natural Resources  
810 W. Maple Street  
Spooner, WI 54801  
(715) 635-4228  
[Shawn.Haseleu@wi.gov](mailto:Shawn.Haseleu@wi.gov)

Penny Kanable  
Wisconsin Department of Natural Resources  
101 S Webster Street – LE/8  
Madison, WI 53703

## 18. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and hold a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

**19. Health and Safety Requirements for Workers Remediating Petroleum Contamination.**

*Add the following to standard spec 107.1(2):*

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site-specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Before the start of remediation work, submit to the engineer a site-specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

stp-107-115 (20150630)

**20. Abandoning Sewer, Item 204.0291.S.**

**A Description**

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

**B Materials**

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3. Provide water meeting the requirements of standard spec 501.2.4.

**C Construction**

Fill the abandoned sewer pipe with cellular concrete as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

**D Measurement**

The department will measure Abandoning Sewer in volume by the cubic yard, as specified in standard spec 109.1.3.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION      | UNIT |
|-------------|------------------|------|
| 204.0291.S  | Abandoning Sewer | CY   |

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

stp-204-050 (20080902)

**21. Abandoning Manholes, Abandoning Inlets.**

*Modify standard spec 204.3.2 as follows:*

Salvage existing manhole covers (frames and lids) from sanitary and storm sewer manholes and inlet covers (frames and grates) from storm sewer inlets scheduled for removal. These covers shall become the property of the City of Mellen. Deliver these items directly to the old City Wastewater Treatment Plant at 544 Lincoln Dr. Contact Ryan Ellis, (715) 681-0609, to coordinate delivery of the salvaged manhole and inlet covers.

**22. Removing Retaining Wall R-2-12, Item 204.9090.S.01.**

**A Description**

This special provision describes removing Retaining Wall R-2-12 conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Retaining Wall R-2-12 in linear feet, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

| ITEM NUMBER            | DESCRIPTION                    | UNIT |
|------------------------|--------------------------------|------|
| 204.9090.S.01          | Removing Retaining Wall R-2-12 | LF   |
| stp-204-025 (20150630) |                                |      |

**23. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.**

**A Description**

**A.1 General**

Soil

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility.

Perform this work conforming to standard spec 205 and Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

Groundwater

This special provision also describes pumping and disposing of contaminated groundwater (if dewatering is necessary).

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

**A.2 Notice to the Contractor – Contaminated Soil Locations**

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following locations the plans show:

1. Station 1019+50 to 1020+25 from 20 feet LT of centerline to 15 feet LT of centerline to 35 feet LT of center line (Jones Ford – Intersection of STH 13 and Bennet Avenue). Soil is contaminated from 6 to 10 feet below grade and occupies an area of 8 by 28 yards. Approximately 270 cubic yards of impacted soil remains on site. Petroleum impacted groundwater was encountered within this location. Approximately 25 cubic yards of contaminated soil is anticipated to be encountered during construction activities within this location.
2. Station 1010+20 to 1010+40 from 15 feet RT of centerline to 25 feet RT of centerline (Express Mart Intersection of STH 13 and Lake Drive). Soil is contaminated from 10 to 12 feet below grade and occupies an area of approximately 8 by 8 yards. Approximately 43 cubic yards of impacted soil remains at this location. Approximately 43 cubic yards of contaminated soil is anticipated to be encountered during construction activities within this location.

3. Station 1011+35 to 1012+00 from 15 feet RT of centerline to 105 feet RT of centerline (Express Mart Intersection of STH 13 and Lake Drive). Soil is contaminated from 2 to 12 feet below grade and occupies an area of approximately 23 by 27 yards. Approximately 414 cubic yards of impacted soil remains at this location. Impacted groundwater was encountered within this location. Approximately 52 cubic yards of contaminated soil is anticipated to be encountered during construction activities within this location.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Matthew Dickenson  
Address: Wisconsin Department of Transportation – Northwest Region  
1701 N 4th Street, Superior, WI 54880  
Phone: (715) 392-7925  
Fax: (715) 392-7863  
E-mail: [matthew.dickenson@dot.wi.gov](mailto:matthew.dickenson@dot.wi.gov)

### **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: Bay West LLC  
Address: 5 Empire Drive, St. Paul, MN 55103  
Contact: Paul Raymaker  
Phone: (651) 291-3411  
Fax: N/A  
E-mail: [praymaker@baywest.com](mailto:praymaker@baywest.com)

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.
5. Identifying contaminated groundwater to be pumped for treatment and disposal (if dewatering is necessary). Coordinating groundwater characterization and approval for disposal of contaminated water with the City of Mellen.

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 areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days before beginning excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils and provide this information to the environmental consultant no later than 30 calendar days before beginning excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

#### **A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. 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 contaminated site location 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 before the start of work.

#### **B (Vacant)**

#### **C Construction**

*Add the following to standard spec 205.3:*

##### Soil

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. 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.

On the basis of the results of such field-screening, the material will be designated as follows:

- Excavation Common – Consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-Level Contaminated Material – PID readings less than 10 ppm and no observation of staining or petroleum odor for reuse as fill within the construction limits if covered with pavement, or
- Contaminated Soil – Significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Contaminated Industrial Fill – Soil for reuse as fill within the construction limits if covered by pavement or 6-inches of clean topsoil, or off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 250 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 12 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option to suspend excavation in those areas, as stated above.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

#### Groundwater

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas. Contaminated water encountered, but not requiring removal as a standard course of construction, shall remain in-place and not be managed under this special provision.

Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits for PVOCs specified in the DNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

Contaminated water generated during dewatering may be discharged into the sanitary sewer for disposal/treatment at the city wastewater treatment facility provided the following conditions are met:

- Notify Ryan Ellis, Operator City of Mellen Utilities Department at ([utilities@cityofmellen.org](mailto:utilities@cityofmellen.org) or (715) 681-0609), prior to discharge of contaminated groundwater to the sanitary sewer. Do not discharge into the sanitary sewer without prior approval from the City of Mellen Utilities Department.
- Discharge location(s) shall be discussed and approved by the City of Mellen Utilities Department. The City of Mellen manager or agent thereof can order a stop to discharges if the discharge is causing treatment problems at the wastewater treatment plant or in the collection system.
- Any discharge shall meet all conditions of the most current City of Mellen Utilities Department.
- Do not discharge grit (such as sand, sediment, detritus, etc.) to the sanitary sewer during dewatering operations. Furnish, install, and maintain a sediment control device (e.g., box, bag) for use prior to discharging water.
- Do not discharge any petroleum free product to the sanitary sewer under any circumstances.
- Document compliance with the City of Mellen Sewage Treatment Plant discharge requirements, including water quality sampling and analysis.
- The City of Mellen Utilities Department may impose a sanitary sewer use fee and flow restrictions.
- All water may be trucked to the wastewater treatment plant in lieu of discharge to the sanitary sewer at the contractor's option and at the contractor's cost.

Notify the environmental consultant prior to pumping contaminated groundwater.

Discharging contaminated groundwater to any location other than that approved and provided by the environmental consultant, is at the contractor's cost. If the contractor chooses alternate discharge, at the contractor's cost, obtain DNR concurrence on any dewatering plans, and provide and operate any and all treatment and discharge equipment required.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. 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.

## D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

## E Payment

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| 205.0501.S  | Excavation, Hauling, and Disposal of Petroleum Contaminated Soil | TON  |

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils before transport, if necessary.

stp-205-003 (20150630)

## 24. 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-08-00toc.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 8-15.

#### B.2 Testing

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Conform to CMM 8-15.10.4 for test duration and gauge placement.

#### B.3 Equipment

##### B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/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 CMM 8-15.7.

### **B.3.2.2 Comparison Monitoring**

- (1) Conduct reference site monitoring for both QC and QV gauges according to CMM 8-15.

## **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 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.1.
- (3) Determine random testing locations according to CMM 8-15.10.3.

#### **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 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.2.
- (3) Determine random testing locations according to CMM 8-15.10.3.

### **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 8.15. 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 subplot. Testing in a previously accepted subplot 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 subplot 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 subplot and lot densities.
- (6) If two consecutive subplot 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 subplots 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 subplots and a minimum of one subplot per mix design. The subplots 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 subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft<sup>3</sup> of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> 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 subplot density test results or retesting of the subplot 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 (20181119)

## **25. Asphaltic Surface, Item 465.0105.**

*Supplement standard spec 465.2 (1) and 465.2 (2) as follows:*

Under the Asphaltic Surface bid item, furnish asphaltic mixture meeting the requirements specified for HMA Pavement Type 4 LT 58-34 S.

QMP provisions specified for HMA pavement under standard spec 460 are not required.

## **26. Abutment Construction.**

Determine the method of construction, and observe the following conditions:

1. If a cofferdam is used, build the cofferdam of non-erodable material.
2. Concrete poured under water will be allowed; pour the concrete conforming to standard spec 502.3.5.3. Ensure that the forms are tight to prevent leakage of concrete into the stream. Treat all displaced water by filtration, settling basin, or other means sufficient to reduce the cement content before discharging the water into the stream.
3. Excavated material from the stream may be utilized in the fill slopes so long as it is covered with other suitable material to prevent it from eroding back into the stream.

stp-502-010 (20050502)

## **27. Underwater Substructure Inspection B-2-74, Item 502.9000.S.**

### **A Description**

This special provision describes providing underwater inspections of the substructure seal(s), footing(s) or shaft(s).

### **B (Vacant)**

### **C Construction**

After placement of Concrete Masonry Bridges or Concrete Masonry Seal for the substructure and as soon as practicable after removal of the forms, provide a diver who, under the direction of the engineer, will report the characteristics and quality of the concrete placed below water level to ensure that the concrete masonry has been properly formed and placed.

Provide a video monitor and video camera, along with two-way audio communications with the diver during the inspection and record the video and audio.

Correct all deficiencies in the concrete and repeat the inspections until all deficiencies are corrected.

**D Measurement**

The department will measure Underwater Substructure Inspection B-2-74 once for each individual unit, acceptably completed. The entire pier or abutment substructure location is considered a unit. Multiple underwater inspections at the same substructure location to correct concrete deficiencies will not be measured.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                               | UNIT |
|-------------|---|------|
| 502.9000.S  | Underwater Substructure Inspection B-2-74 | EACH |

Payment is full compensation for all diving inspections and reporting; and for supplying video and two-way audio communications equipment and recorded electronic video and audio files. Payment for correcting deficiencies in the placed concrete will be included at no extra cost to the project.

stp-502-090 (20190618)

**28. Concrete Staining Multi-Color R-2-15, Item 517.1015.S.**

**A Description**

This special provision describes providing a multi-color concrete stain on the exposed concrete surfaces of the structure as the plan details show.

**B Materials**

**B.1 Mortar**

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| Preblended, Packaged Type II Cement: | Tri-Mix by TK Products                |
|                                      | Thorseal Pearl Gray by Thoro Products |

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

|                            |                              |
|----------------------------|------------------------------|
| Acrylic Bonding Admixture: | TK-225 by TK Products        |
|                            | Achro 60 by Thoro Products   |
|                            | Achro Set by Master Builders |

**B.2 Concrete Stain**

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

- Tri-Sheen Concrete Surfacer, Smooth by TK Products
- Tri-Sheen Acrylic by TK Products
- TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
- Safe-Cure & Seal EPX by Chem Masters
- H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

## **C Construction**

### **C.1 General**

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

### **C.2 Preparation of Concrete Surfaces**

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

### **C.3 Staining Concrete Surfaces**

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

### **C.4 Test Areas**

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Submit color samples to the department before staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

### **C.5 Surfaces to be Coated.**

Apply concrete stain to the surfaces according to the plan.

## **D Measurement**

The department will measure Concrete Staining Multi-Color R-2-15 in area by the square foot of surface, acceptably prepared and stained.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| 517.1015.S  | Concrete Staining Multi-Color R-2-15 | SF   |

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.

stp-517-115 (20140630)

**29. Architectural Surface Treatment R-2-15, Item 517.1050.S.**

**A Description**

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

**B Materials**

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

**C Construction**

**C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

**C.2 Form Liner Preparation**

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair, if necessary, per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

**C.3 Form Liner Attachment**

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

**C.4 Surface Finishing**

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

**D Measurement**

The department will measure Architectural Surface Treatment R-2-15 in area by the square foot of architectural surface, 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 |
|-------------|--|------|
| 517.1050.S  | Architectural Surface Treatment R-2-15 | SF   |

Payment is full compensation for producing the proposed architectural surface treatment including preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

**30. Adjusting Manhole Covers.**

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Adjust manhole covers located in pavement areas using cast iron paving rings.

Cast iron paving extension rings for raising manhole covers prior to placement of final lift of asphalt. Provide rings of required rise and intended for non-rocking applications. Rings for sanitary manholes shall have self-sealing gasket. Provide Neenah R-1979 Series or approved equal.

Set the manhole castings 1/2 inch below surrounding asphalt.

Use expanded polypropylene grade adjustment rings manufactured using a high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's recommended adhesive/sealant. Provide "Pro-Ring" or approved equal.

stp-611-005 (20030820)

**31. Cover Plates Temporary, Item 611.8120.S.**

**A Description**

This special provision describes providing and removing steel plates to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

**B Materials**

Provide a 0.25 inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

**C (Vacant)**

**D Measurement**

The department will measure Cover Plates Temporary as 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 |
|-------------|------------------------|------|
| 611.8120.S  | Cover Plates Temporary | EACH |

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

stp-611-006 (20151210)

**32. Concrete Bases Type 5, Item 654.0105.**

Conform to the requirements of standard spec 654 except as hereinafter provided.

Concrete Type 5 bases shall have bolt pattern and diameter conforming to the selected light poles.

Submit bolt pattern templates for project lighting units to engineer for review.

**33. Seismograph 1610-00-76, Item 999.1001.S.**

**A Description**

This special provision describes furnishing seismographs and employing trained operators to monitor construction-induced vibrations on buildings/structures, and submittal of all required documentation.

**B Material**

Use seismographs conforming to Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code that are continuous data recorders supplied with all the accessories necessary for making vibration and noise monitoring observations.

**C Construction**

Conduct monitoring procedures conforming to SPS 307.44 and as follows: Take seismograph readings before construction activities to establish an ambient or background index.

During construction, place seismographs to monitor all vibration-inducing construction activities or as the engineer directs. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place seismographs on a stable surface within 3 feet of the building/structure nearest to the construction operation. Provide data recorded for each vibration occurrence to the engineer which includes the following:

1. Identification of vibration monitoring instrument used.
2. Description of equipment used by the contractor.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from the vibration area.
5. Type of ground at recording station and material on which the instrument is sitting.
6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 or as specified in this special provision.

If construction activities generate ground vibration in excess of the peak particle velocity limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable peak particle velocity limits.

**D Measurement**

The department will measure Seismograph as a single unit of work for each project, 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 |
|-------------|------------------------|------|
| 999.1001.S  | Seismograph 1610-00-76 | EACH |

Payment is full compensation for furnishing and operating seismographs, operators, and for producing documentation reports

stp-999-005 (20210708)

**34. Crack and Damage Survey, Item 999.1501.S.**

**A Description**

This special provision describes conducting a crack and damage survey of the residences and business located at:

- 102 E Tyler Ave, Mellen, WI 54546
- 204 N Main Street, Mellen, WI 54546
- 218 N Main Street, Mellen, WI 54546
- 403 S Main Street, Mellen, WI 54546
- 411 S Main Street, Mellen, WI 54546

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

**B (Vacant)**

**C Construction**

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.



Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID: \_\_\_\_\_  
Building Location: \_\_\_\_\_  
View looking: \_\_\_\_\_  
Date: \_\_\_\_\_  
Photographer: \_\_\_\_\_

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

#### **D Measurement**

The department will measure Crack and Damage Survey as single unit for 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 |
|-------------|-------------------------|------|
| 999.1501.S  | Crack and Damage Survey | EACH |

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20210708)

### **35. Installing and Maintaining Bird Deterrent System Station 1010+00, Item 999.2000.S; Maintaining Bird Deterrent System Station 1010+00, Item 999.2005.S.**

#### **A Description**

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

#### **B Materials**

##### **B.1 Hardware and Lumber**

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems

##### **B.2 Netting Materials**

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

### **B.3 Plastic Strip Curtain**

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

### **B.4 Corner Slope Materials**

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

## **C Construction**

### **C.1 General**

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison, Shawn Haseleu at (715) 635-4228, or the department regional environmental coordinator, Aaron Gustafson at (715) 392-7972.

Efforts should be made to release trapped birds, unharmed.

### **C.2 Nest Removal**

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g., cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

### **C.3 Exclusion Netting**

#### **C.3.1 Installation**

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Eliminate any loose pockets or wrinkles that could trap and entangle birds. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

## **C.4 Plastic Curtains**

### **C.4.1 Installation**

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

## **C.5 Corner Slopes**

### **C.5.1 Installation**

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

## **C.6 Inspection and Maintenance**

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

## **C.7 Removal and Structure Repair**

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

## **D Measurement**

The department will measure Installing and Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

The department will measure Maintaining Bird Deterrent System (Station) as a single unit at each structure, 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 |
|-------------|--|------|
| 999.2000.S  | Installing and Maintaining Bird Deterrent System Station 1010+00 | EACH |
| 999.2005.S  | Maintaining Bird Deterrent System Station 1010+00                | EACH |

Payment for Installing and Maintaining Bird Deterrent System is full compensation for providing and installing deterrents that prevent migratory bird nesting; removing and disposing of unoccupied or partially constructed nests without eggs or nestlings; maintaining, repairing, replacing, supplementing, existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

Payment for Maintaining Bird Deterrent System is full compensation for inspecting structures for the presence of migratory birds, inspecting deterrents installed by others; maintaining, repairing, replacing, and supplementing existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20220107)

**36. Abandon Existing Water Main, Item SPV.0060.01.**

**A Description**

This special provision describes abandoning existing piping by sealing the ends of the pipe as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

**B Materials**

Concrete for sealing ends of pipe shall be any grade of concrete as specified in standard spec 501.3.1.3.

**C Construction**

Thoroughly clean the end of the pipe at the location to be sealed. Seal end of pipe with a minimum 2 foot plug of concrete.

Place and compact backfill as specified for water main pipe.

**D Measurement**

The department will measure Abandon Existing Water Main as each individual pipe seal acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                 | UNIT |
|-------------|-----------------------------|------|
| SPV.0060.01 | Abandon Existing Water Main | EACH |

Payment is full compensation for excavating and exposing the end of the pipe to be abandoned; for cleaning the pipe and installing a concrete plug; and for backfilling the excavation.

**37. Salvage Existing Hydrant, Item SPV.0060.02.**

**A Description**

This special provision describes removing and salvaging existing hydrants as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Excavate the existing hydrant following abandonment of the connecting water main, remove the fire hydrant from the connecting pipe, cap the connecting pipe with a mechanical joint cap or plug the pipe with a minimum of one foot of cast-in-place concrete, and backfill the excavation with excavated material. Place and compact backfill as specified for water main pipe.

Removed hydrants shall be salvaged to the City of Mellen. Deliver hydrants to the old city Wastewater Treatment Plant at 544 Lincoln Dr. Contact Ryan Ellis, (715) 681-0609, to coordinate delivery.

**D Measurement**

The department will measure Salvage Existing Hydrant as each individual hydrant, acceptably salvaged.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0060.02 | Salvage Existing Hydrant | EACH |

Payment is full compensation for excavating; for removing the existing hydrant, plugging or capping of the existing main, and delivering the hydrant to the designated site; and for backfilling the excavation.

**38. Abandon Existing Valve, Item SPV.0060.05.**

**A Description**

This special provision describes abandoning existing valves as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Close valve. Excavate, remove, and dispose of existing valve box. Abandon valve in place. Backfill and compact excavation with excavated material.

**D Measurement**

The department will measure Abandon Existing Valve as each individual valve, 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.0060.05 | Abandon Existing Valve | EACH |

Payment is full compensation for abandoning valve in place; for removing and disposing of valve box; and for all excavating and backfilling.

**39. Gate Valve and Box 6-Inch, Item SPV.0060.06;  
Gate Valve and Box 8-Inch, Item SPV.0060.07;  
Gate Valve and Box 12-Inch, Item SPV.0060.08.**

**A Description**

This special provision describes furnishing and installing valves and boxes on water mains as shown on the plans and as hereinafter provided.

**B Materials**

Gate Valves: Provide resilient-seated gate valves conforming to AWWA C509 or AWWA C515 and designed for 200 psi working pressure. Equip valves with a 2-inch square operating nut opening counterclockwise and mechanical joint ends. Valves shall be manufactured by American Flow Control, Clow, Kennedy, Mueller, or approved equal.

Valve Boxes: Provide cast iron screw type valve boxes suitable for type of valve, allowing adjustment up to 2 feet, with sections sufficient to extend up and terminate at finished grade. Mark stay put covers with "Water".

Valve Box Adaptors: Gate valves shall be provided with a valve box adaptor to prevent settling or shifting of valve box; Adaptor, Inc., or approved equal.

Paving Extension Rings: Cast iron paving extension rings for raising valve box covers prior to placement of final lift of asphalt. Provide rings intended for non-rocking applications. Provide Neenah R-1979 Series, or approved equal.

Conform bedding and backfill materials to the requirements for water main pipe.

**C Construction**

Set valve in place as detailed on plans. Install valve box so that it does not transmit shock or stress to valve and is centered and plumb over wrench nut of valve.

In non-pavement areas, adjust box cover flush with finished surface.

In pavement areas, adjust valve boxes as follows.

1. Prior to Placement of Asphalt Binder Course: Adjust valve box to asphalt binder course grade by adjusting top section of box.
2. Prior to Placement of Asphalt Surface Course: Install paving extension ring to adjust valve box to required elevation.
3. Set the final valve box grade to one-half inch below surrounding asphalt.

Backfill valve box to 1 foot above bonnet of valve with water main cover material. Place and compact backfill as specified for water main pipe.

**D Measurement**

The department will measure Valve and Box (diameter) as each individual valve and box acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0060.06 | Gate Valve and Box 6-Inch  | EACH |
| SPV.0060.07 | Gate Valve and Box 8-Inch  | EACH |
| SPV.0060.08 | Gate Valve and Box 12-Inch | EACH |

Payment is full compensation for furnishing and installing the valve, valve box, valve box adaptor, and paving extension ring, and for all excavating and backfilling.

**40. Hydrant, Item SPV.0060.09.**

**A Description**

This special provision describes furnishing and installing hydrants as shown on the plans and as hereinafter provided.

**B Materials**

Provide hydrants conforming to AWWA C502 with 5-inch minimum main valve opening, 6-inch mechanical joint inlet compatible with joint restraint method selected by the contractor, two 2-1/2 inch national standard hose connections, one 4-1/2 inch national standard pump connection, and 1-1/2 (point to flat) inch pentagon operating nut opening counterclockwise. Paint hydrants with heavy-duty exterior enamel in color selected by local fire department. Provide hydrants with depth of bury to match indicated water main depth. Hydrants shall be American Flow Control "Waterous Pacer", with 22-inch upper standpipe and break away flange; no substitutions allowed.

Conform bedding and backfill materials to the requirements for water main pipe.

**C Construction**

Set fire hydrant in a plumb condition at location shown on plans to flange elevation indicated. Furnish offset fittings, hydrant extensions, or hydrants of different bury depths as incidentals to provide for flange elevation specified. Deviations from flange elevations of up to plus or minus 3 inches will be allowed. Install pumper nozzle of fire hydrant pointing toward street. Place approximately 1/2 cubic yard of clean, washed bedding stone from bottom of trench around hydrant elbow and up hydrant barrel. Take care to allow hydrant weep hole to freely drain into this stone pocket. Place and compact backfill as specified for water main pipe.

**D Measurement**

The department will measure Hydrant as each individual hydrant, 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.0060.09 | Hydrant     | EACH |

Payment is full compensation for furnishing and installing the hydrant, gravel pocket, and any offset fittings or extensions required, and for all excavating and backfilling.

**41. Connect to Existing Water Main, Item SPV.0060.10.**

**A Description**

This special provision describes connecting new water main to existing water main as shown on the plans and as hereinafter provided.

**B Materials**

Conform materials required for connection to existing water main to the requirements of ductile iron water main fittings including mechanical joint cutting-in sleeves, plugs, and couplings. All sleeves shall be stainless steel.

**C Construction**

Make connections to existing water mains at the locations shown on the plans. Excavate and expose existing water main at the location of connection to determine the exact location and elevation of the existing pipe, coordinate with the local water utility personnel for the temporary shutdown of the existing water main and notify all affected businesses and residences of the time and approximate duration of the shutdown. Place and compact backfill as specified for water main pipe.

**D Measurement**

The department will measure Connect to Existing Water Main as each individual connection, 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.0060.10 | Connect to Existing Water Main | EACH |

Payment is full compensation for the connection of new water main to existing water main including excavating and exposing existing water main; coordination with local water utility; notifications to affected properties; for furnishing and installing required fittings and couplings; and for backfilling the excavation.

**42. Corp Stop Curb Stop and Box 1-Inch, Item SPV.0060.11.**

**A Description**

This special provision describes furnishing and installing water service corporation (corp) stops at water main and curb stops and boxes for water services as shown on the plans and as hereinafter provided.

**B Materials**

For corporation stops serving as shutoff valves on service taps on main, provide stops conforming to AWWA C800 and having compression joint outlet; Mueller or Ford; no substitutions allowed. Provide service saddle for all taps; Smith Blair 372, or approved equal.

Curb stops serving as shutoff valves near property line on services shall conform to AWWA C800 and shall have resilient seal compression type joints; Ford ball style; no substitutions allowed.

Curb stop boxes shall be cast iron, minimum 1-1/4 inch inside diameter, Minneapolis pattern, with 7 1/2 to 8 1/2 foot extension, no rods allowed. Lids shall be cast iron with pentagon bolt.

In conforming to AWWA C800, any brass parts of corporation stops and curb stops in contact with potable water shall be made of "no lead" brass having a lead content less than or equal to 0.25% by weight. A marking identifying the "no lead" content shall be cast or permanently stamped on stops.

Conform bedding and backfill materials to the requirements for water service pipe.

**C Construction**

Install corporation stop, curb stop, and box in conjunction with water service pipe to reconnect existing water services from water mains to be abandoned to new water mains, and to provide new water services to empty lots as shown on the plans or as directed by the engineer in the field. Install corporation stops between the mid-line of the main and the center of the upper quadrant of the main on the same side as the building being serviced. Install corporation stops under pressure using a tapping machine. The machine shall be capable of retrieving coupon and cuttings.

Locate curb stops as indicated on the plans. Install stop boxes in a plumb condition and check that they are free from sand or other debris and fully operational. Reset boxes to match adjacent ground or sidewalk at the time of sidewalk and terrace finishing.

Place and compact backfill as specified for water service pipe.

**D Measurement**

The department will measure Corp Stop Curb Stop and Box (diameter) as each individual corporation stop, curb stop, and curb stop box, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| SPV.0060.11 | Corp Stop Curb Stop and Box 1-Inch | EACH |

Payment is full compensation for furnishing and installing the corporation stop, curb stop, and curb stop box; and for all excavating and backfilling.

**43. Construction Staking Water Main Structure, Item SPV.0060.13.**

**A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for water main structures. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate mainline valve, curb stop, and hydrant stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

**D Measurement**

The department will measure Construction Staking Water Main Structure by each individual structure, acceptably staked.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                               | UNIT |
|-------------|---|------|
| SPV.0060.13 | Construction Staking Water Main Structure | EACH |

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

**44. Connect to Existing Sanitary, Item SPV.0060.15.**

**A Description**

This special provision describes connecting new sanitary sewer to existing sanitary sewer or to an existing sanitary manhole as shown on the plans and as hereinafter provided.

**B Materials**

Provide couplings to connect new pipe to existing pipe which comply with ASTM C1173 and have a rubber or elastomeric sleeve and stainless steel band assembly fabricated to mate with outer diameter of pipes to be joined. If the upstream pipe has a larger diameter than the downstream pipe to which it is to be joined, provide an eccentric pipe fitting if required to maintain a pipe invert continuously sloped in the downstream direction.

Provide flexible manhole connector (boot) complying with ASTM C923 to connect new pipe to existing manhole.



**C Construction**

Make connections to existing sanitary sewer at the locations shown on the plans. Excavate to expose existing sanitary pipe at the location of connection to determine exact location and elevation of the existing pipe. Make connection by installing coupling according to manufacturer's recommendations.

Make connections to existing sanitary sewer manholes at the locations shown on the plans. Excavate to expose existing sanitary manhole at the location of connection. Core drill required opening in existing riser. Install new pipe in flexible manhole connector (boot). If a boot cannot be retrofit to manhole, use waterstop and hydraulic cement to waterproof the connection.

Place and compact backfill as specified for sanitary sewer pipe.

**D Measurement**

The department will measure Connect to Existing Sanitary as each individual connection, 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.0060.15 | Connect to Existing Sanitary | EACH |

Payment is full compensation for the connection of new sanitary sewer main to existing sanitary sewer main or existing sanitary manhole including all couplings, connectors, fittings, and miscellaneous materials required for the connection, and for all excavating and backfilling.

**45. Sanitary Manhole Covers Type J-S, Item SPV.0060.16.**

**A Description**

This special provision describes furnishing and installing sanitary sewer manhole covers (castings), including adjusting rings and paving extension rings, on sanitary sewer manholes as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

**B Materials**

Manhole Covers: Covers meeting the requirements for Type J-Special.

Adjusting Rings: Expanded polypropylene grade adjusting rings manufactured using high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's adhesive/sealant. Provide "Pro-Ring" or approved equal.

**C Construction**

Bring manhole cover one-half inch below the designated finished grade with 6 to 12 inches of adjusting rings, each ring being 4 inches or less. Join adjusting rings to each other and to manhole and casting using adjusting ring manufacturer's recommended adhesive/sealant.

Cast iron paving extension rings for raising manhole covers prior to placement of final lift of asphalt. Provide rings of required rise and intended for non-rocking applications. Rings for sanitary manholes shall have self-sealing gasket. Provide Neenah R-1979 Series or approved equal.

Take care during subsequent construction activities to not disturb the water tight integrity of the manhole cover adjustment. Reset any disturbed covers according to these provisions.

**D Measurement**

The department will measure Sanitary Manhole Covers Type J-S as each individual casting, 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.0060.16 | Sanitary Manhole Covers Type J-S | EACH |

Payment is full compensation for all materials and work including furnishing and installing new casting, adjusting rings, and joint materials.

**46. Wye 8 X 6-Inch, Item SPV.0060.17.**

**A Description**

This special provision describes furnishing and installing sanitary sewer wyes as shown on the plans and as hereinafter provided.

**B Materials**

Wyes shall be in-line type fittings consisting of a standard or short length of the specified main sewer material with a factory fabricated spur attached. Joining of spur to main line pipe shall provide strength, water tightness, and a flush inside surface of the main line pipe.

Fittings where laterals will not be extended shall be blocked with manufacturer's standard or other approved stoppers, suitable to withstand pressure of leakage tests.

Conform bedding and backfill materials to the requirements for sanitary sewer pipe.

**C Construction**

Install wye connections at locations shown or at locations designated by the engineer. Install wye fittings at an angle of 45 degrees up from the horizontal, unless otherwise indicated. Place and compact backfill materials as specified for sanitary sewer pipe.

**D Measurement**

The department will measure Wye (size) as each individual wye, acceptably installed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION    | UNIT |
|-------------|----------------|------|
| SPV.0060.17 | Wye 8 X 6-Inch | EACH |

Payment is full compensation for furnishing and installing the wye; and for all excavating and backfilling.

**47. Construction Staking Sanitary Structure, Item SPV.0060.20.**

**A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for sanitary structures. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate sanitary manhole and sanitary lateral tracer wire access box stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

**D Measurement**

The department will measure Construction Staking Sanitary Structure by each individual structure, acceptably staked.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                             | UNIT |
|-------------|---|------|
| SPV.0060.20 | Construction Staking Sanitary Structure | EACH |

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

**48. Decorative Lighting Unit, Item SPV.0060.30.**

**A Description**

This Special Provision describes furnishing decorative lighting poles and fixtures as specified below and conforming to relevant portions of standard spec 657 and 659.

**B Materials**

Furnish Decorative Lighting Units as shown on the plans.

The poles shall be Holophane North Yorkshire Aluminum pole 17-Inch Base (NYA): NYA, 22 feet, L5J Sitelink 5 Inch with Receptacle provision, 17-inch round base for Sitelink, 3.5 x 8 Tenon, anchor bolts, galvanized steel, Powder Coat Paint, Black

The arms shall be Holophane OUC Roadway Arm (OUC): OUC, 45" Single Arm, Cast Aluminum, Black

The luminaire shall be Holophane Esplanade Teardrop Utility LED (TUL): Esplanade Utility LED, 110 Watt System, 4,000 Series CCT, Auto Sensing 120 through 277, 50, 60Hz. Black, Asymmetric Teardrop Type Glass, Quick Lock Stem Mount, 10 Feet Prewired, Leads, West Liberty Decorative Arm Fiter, 2.00 Nomin with Holophane TUB4 Optical Assembly.

**C Construction**

Construct and install according to manufacturer's specifications.

A sample of the proposed luminaire shall be submitted to the engineer for approval in addition to typical shop drawing information requirements.

**D Measurement**

The department will measure Decorative Lighting Unit 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.0060.30 | Decorative Lighting Unit | EACH |

Payment is full compensation for providing all materials including luminaires, ballasts, lamps, duplex receptacles, fittings, brackets, hardware and attachments; and for luminaire fusing if required.

Payment is full compensation for providing poles including grounding lugs and related mounting hardware; for hardware and fittings necessary to install the pole; for leveling shims; and for corrosion prevention.

**49. Salvage and Reinstall Decorative Lighting Unit, Item SPV.0060.31.**

**A Description**

This special provision describes salvaging existing lighting unit and reinstalling it in a new location as shown on the plans and as hereinafter provided.

**B (Vacant)**

**C Construction**

Salvage designated pole, arm, and luminaire for reuse on this project according to standard spec 204.

Lighting units designated to be salvaged and reinstalled shall be removed, handled, and reinstalled in a manner to preclude damage to parts. Any parts damaged by operations of contractor and any other materials, which must be replaced shall be included in the price of this item.

When existing materials cannot be reused and must be replaced, match existing components as closely as possible.

Reinstall pole, arm, and luminaire according to standard spec 657.

**D Measurement**

The department will measure Reinstall Decorative Lighting Unit by each individual unit, acceptably relocated.

**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 | Salvage and Reinstall Decorative Lighting Unit | EACH |

Payment is full compensation for salvaging and reinstalling existing materials; and for furnishing and installing leveling shims, hardware, attachments, and incidentals necessary to replace those components that could not be salvaged.

**50. Concrete Bases Type 5-Dec, Item SPV.0060.32.**

**A Description**

This Special Provision describes constructing concrete bases specified below and conforming to relevant portions of standard spec 654.

**B Vacant**

**C Construction**

Concrete Type 5-Dec bases shall meet the requirements of Concrete Bases Type 5 and have the bolt pattern conforming to the decorative lighting units.

A sample of the proposed bolt pattern shall be submitted to the engineer for approval in addition to typical shop drawing information requirements.

**D Measurement**

The department will measure Concrete Bases Type 5-Dec by each individual concrete base, 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.0060.32 | Concrete Bases Type 5-Dec | EACH |

Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.

**51. Sanitary Sewer PVC 8-Inch, Item SPV.0090.11; 12-Inch, Item SPV.0090.12.**

**A Description**

This special provision describes furnishing and installing new sanitary sewer as shown on the plans and as hereinafter provided.

**B Materials**

**B.1 Pipe**

Provide PVC sanitary sewer pipe, ASTM D3034, SDR-35, with electrometric gasket type joints.

**B.2 Granular Bedding and Backfill**

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

## **C Construction**

### **C.1 Trenching and Backfilling**

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to 1 foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Install sanitary sewer pipe to an elevation tolerance of plus or minus 0.03 feet of plan elevation or elevations provided on the grade sheet at any point along the pipe.

Backfill material for sanitary sewer from one foot above the top of pipe to the surface shall be material from trench excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

Maximum allowable trench width from bottom of trench to top of pipe shall be 36-inch.

### **C.2 Material Inspection**

Inspect pipe, fittings and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material shall be removed from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

### **C.3 Pipe Joining**

Conform joint materials and methods to manufacturer's recommendations. Make rubber-type gasket joint using lubricant of vegetable origin. If rubber gasket is O-Ring type, lubricate groove in spigot before setting gasket.

Install tee or wye connections at location for each service. Tees or wyes may be used for risers; wyes shall be used for laterals. Install wye fittings at an angle of 45 degrees up from the horizontal. Direct tee fittings vertically.

### **C.4 Maintaining Service**

Maintain sewage service during construction. Pumping sewage around the work site and any other temporary measures required will be considered incidental to this item of work.

### **C.5 Dewatering**

Keep the trench free of water during water main installation. Provide ordinary dewatering measures (such as use of sump pumps, pump pits adjacent to pipe alignment, dikes, and similar measures) to maintain a water free trench. Manage pumped water to prevent erosion and siltation downstream of point of discharge.

Ordinary dewatering shall be considered incidental to this item of work. If, in the opinion of the engineer, dewatering wells are required to effectively dewater trench, payment will be made according to the "Dewatering for Water Main and Sanitary Sewer" special provision.

### **C.6 Removing Existing Pipe**

Removals of existing sewer pipes required as part of new sanitary sewer construction shall be performed as incidentals to this item of work.

If existing pipe can be crushed and broken into pieces no larger than 6 inch in size, it may be mixed into and compacted with backfill soil that is 1 foot or more above the top of the new pipe. Pipe that cannot be crushed shall be completely removed from the ground and disposed of.

### **C.7 Leakage Testing**

Provide leakage testing of all sewer piping using infiltration, exfiltration or air testing. Infiltration testing may be used when ground water is 2 feet or greater above top of pipe. Exfiltration testing shall be performed with a minimum positive head of 2 feet above top of pipe. Air testing shall use procedures of ASTM F1417. Submit testing procedure for approval.

Exfiltration or infiltration of water into sewer shall not exceed 200 gallons per day per inch diameter per mile of sewer when tested for a minimum of 1 hour. Infiltration between two adjacent manholes shall not exceed 250 percent of rate allowed for entire project; repair visible leaks even if infiltration limits are met. Compute manhole allowances using vertical length of manhole below ground water level expressed as equivalent diameter sewer.

For air testing, furnish test plugs, air compressor, test gauge, stop watch and experienced personnel for conducting tests. Test pressure shall be based on an average of 3.5 psig net with length of test and allowable air loss according to ASTM F1417. Seal and brace wyes, tees, laterals, and plugs to withstand 5 psig pressure.

### **C.8 Deflection Testing**

Perform deflection tests on all PVC plastic pipe after final backfill is placed. Test in presence of engineer. Deflection shall be limited to 5 percent of base inside pipe diameter if tested within 30 days of placement of final backfill. Maximum deflection shall not exceed 7.5 percent of base inside pipe diameter when testing occurs more than 30 days after placement of final backfill. Supply a rigid ball, mandrel, or other approved device of proper size, and pull it manually without mechanical assistance through sewer; failure to pass freely shall be cause for rejection of sewer.

### **D Measurement**

The department will measure Sanitary Sewer PVC (diameter) by the linear foot, acceptably completed. Measurement will be from center to center of new or existing manholes or to end of sewer pipe not terminating in a manhole. New sewers which begin at an existing connection 6-inch or more outside an existing manhole wall will be measured from the connection.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0090.11 | Sanitary Sewer PVC 8-Inch  | LF   |
| SPV.0090.12 | Sanitary Sewer PVC 12-Inch | LF   |

Payment is full compensation for furnishing and installing all materials, including pipe and granular bedding and backfill; for testing; for sewage bypass pumping; and for all excavating and backfilling.

## **52. Sanitary Lateral PVC 6-Inch, Item SPV.0090.14.**

### **A Description**

This special provision describes furnishing and installing sanitary lateral pipe from connection at the sanitary sewer main to connection at the existing sanitary service at the street right-of-way line, or to the right-of-way line of empty lots without sewer service, as shown on the plans or as hereinafter provided.

### **B Materials**

Provide PVC sanitary sewer service pipe and fittings, ASTM D3034, SDR-35, with electrometric gasket or solvent weld type joints.

Gravity pipe couplings shall be ASTM C1173, rubber or elastomeric sleeve and stainless band assembly fabricated to mate with OD of pipes to be joined, for non-pressure joints.

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil green HDPE jacket.

Grounding rods shall be 3/8 inch x 12 inch long copper clad steel.

### **C Construction**

Install sanitary laterals according to the plan details and according to the provisions of the "Sanitary Sewer PVC (diameter)" special provision. Connect new lateral pipe to existing lateral pipe using gravity pipe coupling. Include as incidental items of work any fittings and removals of existing services. Seal ends of abandoned segments of sanitary sewer service pipe that are left in place.

Install continuous, un-spliced tracer wire over each PVC sewer lateral from wye at sewer main to property line. Ground wire adjacent to wye by securely clamping or welding it to a grounding rod. Then loop wire around collar of wye fitting and attach wire to top of pipe at approximately 10-foot intervals. Bring each tracer wire to grade at property line in a flush mount tracer wire access box. Attach wire to terminal screw on lid with sufficient slack left in wire length so that lid can be lifted approximately 18 inches from access box with wire intact. Energize installed tracer wire and verify that lateral can be located with tracing equipment.

**D Measurement**

The department will measure Sanitary Lateral PVC (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of main sewer to end of service pipe.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                 | UNIT |
|-------------|-----------------------------|------|
| SPV.0090.14 | Sanitary Lateral PVC 6-Inch | LF   |

Payment is full compensation for furnishing and installing all materials, including pipe, fittings, couplings, tracer wire, grounding rod, and granular bedding and backfill; for removal or abandonment of existing service and notification of building occupants; and for all excavating and backfilling.

Tracer wire access box will be paid for separately.

**53. Sanitary Sewer Televising, Item SPV.0090.16.**

**A Description**

This special provision describes contractor-performed televising of new sanitary sewer following its construction.

**B (Vacant)**

**C Construction**

After completion of installation, contractor shall arrange and pay for televised inspection of new sanitary sewer. Provide Owner with standard definition digital video disk (DVD) of inspection in color and written report of findings.

TV inspection camera shall be designed for purpose and conditions, mounted with centering guides, and supplied with a lamp to effectively light entire viewing area; provide remote dimming. Unit shall be suitable for 100% relative humidity, submergence, and pressures in excess of 250 psi. Camera shall have a minimum 600 lines of resolution and a color picture. Provide a communication system between primary control point and any remote operations. Provide a measurement device indicating camera location, accurate to within one foot; readout shall be indicated remotely at ground level and on video tape.

**D Measurement**

The department will measure Sanitary Sewer Televising by the linear foot of sanitary sewer televising, 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.0090.16 | Sanitary Sewer Televising | LF   |

Payment is full compensation for furnishing all necessary equipment; for televising sewer; and for submitting required report and documentation.

**54. Construction Staking Sanitary Pipe, Item SPV.0090.17.**

**A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for sanitary pipe and fittings. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate sanitary pipe and fitting stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

**D Measurement**

The department will measure Construction Staking Sanitary Pipe by the linear foot of pipe and fittings, acceptably staked. Sanitary lateral pipe will not be measured as part of this item.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| SPV.0090.17 | Construction Staking Sanitary Pipe | LF   |

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

**55. Tracer Wire Access Box, Item SPV.0060.19.**

**A Description**

This special provision describes furnishing and installing access boxes for sanitary lateral pipe tracer wire as shown on the plans and as hereinafter provided.

**B Materials**

Wire: Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil green HDPE jacket.

Grounding Rod and Clamp: Grounding rod shall be 3/8 inch diameter x 24 inch long copper clad steel. Clamp for connecting wire to grounding rod shall be brass or stainless steel.

Access Box: Non-traffic rated ABS plastic access box with cast iron rim and lid, flared base, 2-1/2 inch shaft diameter, and minimum 18 inch shaft length. Lid shall be locked and opened with standard pentagon head key wrench and shall be marked "SEWER". Two stainless steel terminal screws for attachment of tracer wire shall be mounted on underside of lid. Provide Bingham & Taylor "Cathodic Test Box", Copperhead Industries "SnakePit Test Station", Valvco "Tracer Wire Access Box", or approved equal.

**C Construction**

Install access boxes in conjunction with sanitary service pipe tracer wire as described in "Sanitary Lateral PVC (diameter)" special provision. Place and compact backfill as specified for sanitary lateral pipe.

**D Measurement**

The department will measure Tracer Wire Access Box as each box, 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.0060.19 | Tracer Wire Access Box | EACH |

Payment is full compensation for furnishing and installing the access box for sanitary lateral pipe tracer wire, and for all excavating and backfilling.



56. **Water Main PVC 6-Inch, Item SPV.0090.01;  
Water Main PVC 8-Inch, Item SPV.0090.02;  
Water Main PVC 12-Inch, Item SPV.0090.03.**

**A Description**

This special provision describes furnishing and installing PVC water main as shown on the plans and as hereinafter provided.

**B Materials**

**B.1 Pipe**

Clearly mark all pipe and materials used in performance of the work as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

Provide PVC water main pipe conforming to AWWA C900, Pressure Class 235, SDR-18, cast iron O.D., with elastomeric gasket bell and spigot joints.

Provide joint restraint at all fittings, valves, hydrants and between pipe sections for the minimum length shown in Table P-1 below. Do not use blocking with concrete to restrain joints. Acceptable restrained joints consist of the use of Meg-A-Lug brand wedge action restraining glands or harnesses suitable for use with PVC pipe or approved equal. Standard mechanical joint retainer glands will not be acceptable.

TABLE P-1  
RESTRAINED PIPE LENGTH CHART  
Minimum Length Requiring Restraint in Feet<sup>(1)</sup>

| <u>Fitting Type</u>         | <u>6-Inch</u> | <u>8-Inch</u> | <u>10-Inch</u> | <u>12-Inch</u> |
|-----------------------------|---------------|---------------|----------------|----------------|
| 11.25-Degree Bend           | 10            | 10            | 10             | 10             |
| 22.5-Degree Bend            | 10            | 10            | 10             | 10             |
| 45-Degree Bend              | 10            | 10            | 18             | 18             |
| 90-Degree Bend              | 18            | 27            | 27             | 36             |
| 45-Degree Vertical Offset   | 18            | 27            | 27             | 36             |
| Tee <sup>(2)</sup> - Runs   | 10            | 10            | 10             | 10             |
| Tee <sup>(2)</sup> - Branch | 10            | 18            | 27             | 27             |
| Stub or Dead End            | 27            | 36            | 45             | 55             |
| Valve <sup>(3)</sup>        | 27            | 36            | 45             | 55             |

(1) Minimum length of pipe in feet to be tied together in each required direction from the fitting listed.

(2) Branch size no bigger than run size. Also applicable to cross with plugged end.

(3) For in-line valve, if pipe on both sides of valve is clear of bends, tees, and other flow interruption devices for the indicated restraint length, only valve joints need be restrained.

**B.2 Fittings**

Provide mechanical joint ductile iron short bodied fittings conforming to AWWA C153, Class 350. Any fittings which are unavailable in short bodied ductile iron may be furnished in full body ductile iron conforming to AWWA C110 and AWWA C111.

**B.3 Tracer Wire**

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil blue HDPE jacket. Tracer wire splices shall be made with inline resin splice kits or locking dry connectors.

## **B.4 Granular Bedding and Backfill**

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

## **C Construction**

### **C.1 Trenching and Backfilling**

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Provide minimum depth of cover for water main as indicated on plans. Additional depth may be required to clear other utilities. When water main cross over or under sewers or forcemain, maintain minimum vertical separation as required by State and local codes. Determine required pipe profile to meet depth of cover requirements. If water main is installed prior to sewers on this project, and conflicts are discovered, adjust water pipe location at no additional cost.

Backfill material for water main from one foot above the top of pipe to the surface shall be material from trench excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

Maximum allowable trench width from bottom of trench to top of pipe shall be 36 inch.

### **C.2 Material Inspection**

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

### **C.3 Laying and Jointing**

Lay pipe accurately to the line and grade as designated. Preparatory to making pipe joints, clean all surfaces of the portions of the pipe to be joined or of the factory made jointing material. Remove all coatings from the spigot and the bell.

After placing a length of pipe in the trench, center the spigot end in the bell, force the pipe home, and bring pipe to correct line and grade according to the pipe manufacturer's recommendations for the type of joint.

Push pipe home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor powered excavation equipment.

Conform the maximum joint deflection for the various sizes and types of joints to the manufacturer's recommendations.

Install fittings at locations shown on the plans and at locations directed by the engineer in the field as dictated by field conditions.

Restrain joints as specified under the "Materials" portions of this special provision.

Secure the pipe in place with approved backfill material tamped around it except at the bells. Keep trenches water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required to permit proper execution of the work.

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

#### **C.4 Dewatering**

Keep the trench free of water during water main installation. Provide ordinary dewatering measures (such as use of sump pumps, pump pits adjacent to pipe alignment, dikes, and similar measures) to maintain a water free trench. Manage pumped water to prevent erosion and siltation downstream of point of discharge.

Ordinary dewatering shall be considered incidental to this item of work. If, in the opinion of the engineer, dewatering wells are required to effectively dewater trench, payment will be made according to the "Dewatering for Water Main and Sanitary Sewer" special provision.

#### **C.5 Tracer Wire Installation**

Install continuous tracer wire the full length of each run of PVC plastic water main. Attach wire to top of pipe at approximately 10 foot intervals using 8 mil thermoplastic tape. Bond tracer wire to each hydrant and valve with conductivity strap and brass bolt and nut.

Test tracer wires to verify conductivity. Repair wires not showing conductivity.

#### **C.6 Removing Existing Pipe**

Removals of existing water pipes, including existing valves not designated for salvage, required as part of new water main construction shall be performed as incidentals to this item of work.

#### **C.7 Disinfection and Bacteriological Tests**

Disinfect and conduct bacteriological tests on water main according to AWWA C651.

During installation, place calcium hypochlorite granules in water main. Upon completion, fill main with water and allow to stand for 24 hr. Operate intermediate valves during sterilization process. Keep piping being chlorinated isolated from lines in service.

After disinfection, flush main and test water for coliform bacteria.

1. Take two sets of samples at representative locations. Either take an initial set of samples and then resample again after a minimum of 16 hr (AWWA C651 Option A) or let main sit for a minimum of 16 hr without use and then without flushing collect two sets of samples a minimum of 15 minutes apart while sampling taps are left running (AWWA C651 Option B).
2. For new mains, sets of samples shall be collected every 1200 feet of new main, plus one set from end of line and at least one set from each branch greater than one pipe length.
3. Test samples for bacteriological quality according to AWWA "Standard Methods for the Examination of Water and Wastewater". Tests shall show the absence of coliform bacteria.
4. If tests show the presence of coliform bacteria, rechlorinate main and repeat tests until satisfactory results are obtained.

Main shall not be connected to the active water system until satisfactory bacteriological test results are obtained. Fittings, taps, and extra work involved in sampling or rechlorinating to meet this requirement shall be provided by contractor at no extra cost.

The cost of disinfection and bacteriological testing and reporting, shall be included in the price as bid under Water Main Pipe.

#### **C.8 Hydrostatic Tests**

Conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C605. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. Adequately block and tie all bends and special connections to the main prior to the test. Correct all damage caused to the water main or its appurtenances during performance of these tests at no additional cost.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

Where connections are made to existing mains, provide the necessary hydrostatic tests on all new mains installed. This may require, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. Furnish all materials, work and equipment necessary for this work.

## C.9 Order of Doing Work

Install and test all new water main prior to connection to existing facilities.

In placing the new water main into service and connecting existing facilities, take care to minimize water outage times. Outages of up to 4 hours are acceptable. Notify all existing water users of the time and estimated duration of water outage required for connections. Provide a minimum of 24 hours' notice.

Outages beyond 4 hours will require that a temporary water service be installed, unless permission to extend the outage is approved by the engineer and individual users 24 hours prior to outage.

Maintain service and provide the minimum notice of interruptions as specified above, in all water mains connecting to the water mains being replaced. This may require partial testing and disinfection of the new water main and/or installing temporary valves prior to disturbing an existing water main connection. Partial testing and temporary valves (if required) will be incidental to water main work.

### D Measurement

The department will measure Water Main PVC (diameter) by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

### E Payment

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| SPV.0090.01 | Water Main PVC 6-Inch  | LF   |
| SPV.0090.02 | Water Main PVC 8-Inch  | LF   |
| SPV.0090.03 | Water Main PVC 12-Inch | LF   |

Payment is full compensation for furnishing and installing all materials, including water main, fittings, joint restraint, tracer wire, granular bedding and backfill, and miscellaneous materials which may be necessary to perform the installation; for testing; and for all excavating and backfilling.

## 57. Water Main Directionally Drilled 12-Inch, Item SPV.0090.04.

### A Description

This special provision describes furnishing and installing water main using horizontal directional drilling as shown on the plans and as hereinafter provided.

Directionally controlled horizontal drilling operation shall consist of drilling a small diameter pilot hole along alignment and at elevations indicated on the plans; reaming pilot hole to a diameter suitable for installation of prefabricated carrier pipe and installing carrier pipe along reamed hole.

### B Materials

#### B.1 Pipe, General

Directionally drilled pipe shall be one of the following at the contractor's option:

- HDPE
- FPVC

Each pipe shall be stamped or indelibly marked with its type and class and the manufacturer's name or mark.

#### B.2 Submittals

Product Data: Submit product data for pipe, fittings, and tracer wire.

Work Plan and Schedule: Submit proposed construction work plan and schedule prior to beginning work. Details shall include:

1. Description of equipment to be used.
2. List of personnel and their qualifications and experience.
3. Schedule of work activities.
4. Type of drilling fluid and method of disposal.
5. Contingency plan for detecting and responding to inadvertent drilling fluid returns.

Pipe Fusing Training Certification: Submit certifications of training by the pipe fusing equipment manufacturer(s) stating that the operators of fusion equipment have been fully trained in the use of the fusion equipment used on the project.

Record Drawings: After completion of pilot hole drilling, submit tabulation of pilot hole coordinates as required under "Pilot Hole" article.

### **B.3 Polyethylene (HDPE) Pipe**

HDPE pipe conforming to AWWA C906 with DR number and PE compound number required to give pipe a pressure rating of not less than 160 psi at 73 degrees F. Joints and fittings shall be butt heat fusion type, ASTM D3261.

The pressure rating specified above shall be considered a minimum. Provide a higher class of pipe if required by the loads imposed by pulling operation.

Pipe shall have an integral blue stripe to identify its use as water piping.

For connecting polyethylene pipe to mechanical joint fittings, valves, and other products, provide polyethylene, butt fusion weld mechanical joint adapters. Adapter shall have an integral collar that in combination with the mechanical joint serves to restrain the pipe connection.

Pipe shall be blue to identify its use as water piping.

### **B.5 Tracer Wire**

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 1,150 lb tensile break load and 45 mil blue HDPE jacket. Tracer wire splices shall be made with twist lock wire connectors.

The wire gage and insulation specified above shall be considered a minimum. Provide a thicker gage wire, thicker insulation, or pull multiple wires to assure that tracer wire survives the loads imposed by pipe pulling operation.

### **B.6 Drilling Fluids**

Drilling fluid composition shall meet permit requirements and environmental regulations.

### **B.7 Water**

Contractor shall procure, transport, and store water as required for its operations.

### **B.8 Granular Bedding and Backfill**

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

## **C Construction**

### **C.1 Work Plan and Schedule**

Submit proposed construction work plan and schedule to engineer a minimum of five working days prior to beginning work. Details shall include types of equipment, construction procedures, material and equipment delivery schedules, type of drilling fluid, viscosity and weight limits, bit pressures, method of disposal and destination of drilling fluids, and other pertinent information.

### **C.2 Drilling Site**

Additional work space and access may be acquired by contractor only with approval of engineer and applicable property owners. Expense of acquiring additional work space shall be borne by contractor. Site access, clearing, grading, and preparation necessary for construction operations shall be performed as required.

### **C.3 Excavating and Backfilling**

Excavate and backfill as required for directional drilling entry and exit pits and for tie-in of HDPE water main pipe to other work.

Pipe within the excavation area shall have 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Provide minimum depth of cover for water main as indicated on plans. Additional depth may be required to clear other utilities. When water main cross over or under sewers or forcemain, maintain minimum vertical separation as required by State and local codes. Determine required pipe profile to meet depth of cover requirements. If water main is installed prior to sewers on this project, and conflicts are discovered, adjust water pipe location at no additional cost.

Backfill material for water main from one foot above the top of pipe to the surface shall be material from excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

#### **C.4 Material Inspection**

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to installation. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

#### **C.5 Joining Pipe**

HDPE Pipe: Join HDPE pipe using the butt fusion method, ASTM D2657. Comply with pipe manufacturer's recommended procedures.

FPVC Pipe: Join FPVC pipe ends using butt fusion methods. Fusion methods shall comply with both pipe and fusion equipment manufacturers requirements. At start of each day, complete fusion weld tests according to manufacturer's recommendations to verify that fusion equipment is operating properly.

#### **C.6 Monitoring**

Contractor shall at all times provide and maintain instrumentation which will accurately locate pilot hole position in X, Y, and Z axis relative to ground surface. Drilling fluid flow rate and pressure shall also be monitored. Engineer shall have access to this data at all times during the operation.

#### **C.7 Pilot Hole**

A pilot hole shall be drilled along the path shown on Drawings to the following tolerances:

1. Elevation: Plus or minus 1 foot. Maintain minimum depth of bury indicated on the plans.
2. Alignment: Plus or minus 2 feet.
3. Curve Radius: Minimum 250 feet or pipe manufacturer's recommendation, whichever is greater.
4. Entry Point: At the location required to properly perform the work.
5. Exit Point: Pilot hole shall penetrate ground surface within plus or minus 10 feet of alignment shown on Drawings and within plus 20 feet and minus 0 feet of length shown on Drawings.

Contractor shall plot actual horizontal and vertical alignment of pilot bore at intervals not exceeding 50 feet. This "as-built" plan and profile shall be updated as pilot bore is advanced.

In all cases, right-of-way restrictions shall take precedence over the tolerances listed above. Regardless of the tolerance achieved, no pilot hole will be accepted if it will result in any or all of pipeline being installed in violation of right-of-way restrictions. In all cases, concern for adjacent utilities and structures shall take precedence over the tolerances listed above. Specification of tolerances does not relieve contractor from responsibility for safe operations or damage to adjacent utilities and structures.

After completion of pilot hole drilling, contractor shall provide a tabulation of coordinates to engineer, referenced to drilling entry point, which accurately describes location of pilot hole.

#### **C.8 Reaming and Carrier Pipe Pull-Back Operation**

General: Upon completion of pilot hole drilling, hole shall be enlarged by reaming and preassembled pipeline pull section shall be installed in hole. Pipeline shall be preassembled to provide one continuous pulling operation. Pipeline shall be temporarily capped before pulling operation to prevent any drilling fluid, water, or debris from entering pipeline.

Prereaming: Prereaming operations shall be conducted at discretion of contractor. All provisions of this specification relating to simultaneous reaming and pulling back operations shall also pertain to prereaming operations.

**Pulling Loads:** The maximum allowable tensile load imposed on pipeline pull section shall be calculated based on 70 percent of the specified minimum yield strength (SMYS) of the pipe material. If more than one value is involved for a given pull section, the lesser value shall govern. Contractor shall maintain accurate records of pull forces at all times for review by engineer.

**Torsional Stress:** A swivel shall be used to connect pipeline pull section to reaming assembly to minimize torsional stress imposed on section.

**Pull Section Support:** Pull section shall be supported as it proceeds during pull-back so that it moves freely and pipe is not damaged.

**External Collapse Pressure:** Pull section shall be installed in reamed hole in such a manner that external pressures are minimized. Any damage to pipe resulting from external pressure during installation shall be the responsibility of contractor.

**Buoyancy Modification:** Buoyancy modification shall be used at the discretion of contractor. Any buoyancy modification procedure proposed for use shall be submitted to engineer for acceptance. No procedure may be used which has not been reviewed by engineer. Contractor will be responsible for any damage to the pipeline resulting from buoyancy modification.

### **C.9 Drilling Fluids**

**Recirculation:** Contractor shall employ his best efforts to minimize excess drilling fluid by recirculating surface returns. This shall include, but not be limited to, provision of a solids control system sized and configured to remove spoil from drilling fluid surface returns so that fluid may be returned to active system without hindering drilling progress.

**Inadvertent Returns:** Contractor shall employ his best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. In the event that annular circulation is lost, contractor shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (hay bales, sandbags, silt fences, etc.), and collected using pumps, where practicable. If amount of surface return is not great enough to be collected, affected area shall be flushed with fresh water and fluid shall be allowed to dry and dissipate naturally. If amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cu. yd.) may be used. If amount of surface return exceeds that which can be contained and collected in small sumps, drilling operations shall be suspended until surface return volumes can be brought under control. Clean-up of inadvertent returns shall be the responsibility of contractor.

**Disposal:** Disposal of excess drilling fluids and spoil shall be the responsibility of contractor and shall be conducted in compliance with environmental regulations, right-of-way and workspace agreements, and permit requirements. Drilling fluid and spoil disposal procedures proposed for use shall be submitted to engineer for acceptance. No procedure may be used which has not been reviewed by engineer.

### **C.10 Tracer Wire Installation**

Install continuous tracer wire by pulling it along with the pipe. Attach wire to pulling eye and to top of pipe at 24 inch o.c. with 8 mil thermoplastic tape wrapped a minimum of two full times around pipe. Bond tracer wire to a hydrant or a valve with conductivity strap and brass bolt and nut or to PVC water main tracer wire system at each end of directional drill.

Test tracer wires to verify conductivity. Repair wires not showing conductivity.

### **C.11 Disinfection and Bacteriological Tests**

Disinfect and conduct bacteriological tests on water main according to AWWA C651.

During installation, place calcium hypochlorite granules in water main. Upon completion, fill main with water and allow to stand for 24 hr. Operate intermediate valves during sterilization process. Keep piping being chlorinated isolated from lines in service.

After disinfection, flush main and test water for coliform bacteria.

1. Take two sets of samples at representative locations. Either take an initial set of samples and then resample again after a minimum of 16 hr (AWWA C651 Option A) or let main sit for a minimum of 16 hr without use and then without flushing collect two sets of samples a minimum of 15 minutes apart while sampling taps are left running (AWWA C651 Option B).
2. For new mains, sets of samples shall be collected every 1200 feet of new main, plus one set from end of line and at least one set from each branch greater than one pipe length.

3. Test samples for bacteriological quality according to AWWA "Standard Methods for the Examination of Water and Wastewater". Tests shall show the absence of coliform bacteria.
4. If tests show the presence of coliform bacteria, rechlorinate main and repeat tests until satisfactory results are obtained.

Main shall not be connected to the active water system until satisfactory bacteriological test results are obtained. Fittings, taps, and extra work involved in sampling or rechlorinating to meet this requirement shall be provided by contractor at no extra cost.

The cost of disinfection and bacteriological testing and reporting shall be included in the price as bid under Water Main Pipe.

**C.12 Hydrostatic Tests**

Conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C605. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. Adequately block and tie all bends and special connections to the main prior to the test. Correct all damage caused to the water main or its appurtenances during performance of these tests at no additional cost.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

Where connections are made to existing mains, provide the necessary hydrostatic tests on all new mains installed. This may require, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. Furnish all materials, work and equipment necessary for this work.

**C.13 Order of Doing Work**

Install and test all new water main prior to connection to existing facilities.

In placing the new water main into service and connecting existing facilities, take care to minimize water outage times. Outages of up to 4 hours are acceptable. Notify all existing water users of the time and estimated duration of water outage required for connections. Provide a minimum of 24 hours' notice.

Outages beyond 4 hours will require that a temporary water service be installed, unless permission to extend the outage is approved by the engineer and individual users 24 hours prior to outage.

Maintain service and provide the minimum notice of interruptions as specified above, in all water mains connecting to the water mains being replaced. This may require partial testing and disinfection of the new water main and/or installing temporary valves prior to disturbing an existing water main connection.

Partial testing and temporary valves (if required) will be incidental to water main work.

**D Measurement**

The department will measure Water Main Directionally Drilled (diameter) by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                              | UNIT |
|-------------|--|------|
| SPV.0090.04 | Water Main Directionally Drilled 12-Inch | LF   |

Payment is full compensation for furnishing and installing all materials, including water main, tracer wire, and miscellaneous materials which may be necessary to perform the installation; for testing; and for all excavating and backfilling for entry and exit pits.

**58. Water Service Bored PE 1-Inch, Item SPV.0090.07.**

**A Description**

This special provision describes furnishing and installing water service pipe from connection at the water main to connection at the existing water service at the street right-of-way line, or to the right-of-way line of empty lots without water service, using pipe boring as shown on the plans and as hereinafter provided.



## **B Materials**

Provide polyethylene (PE) tubing conforming to AWWA C901, Class 200, CTS - OD-controlled, with integral blue stripe(s) indicating water service. Name or trademark of manufacturer and type shall be permanently and plainly marked on tubing at intervals not greater than 18 inches.

Fittings for polyethylene tubing shall be "no lead" cast brass having a lead content of less than or equal to 0.25% by weight, uniform in wall thickness and strength, and free of defect which may affect serviceability. Connections shall be made with resilient seal compression type joints. Internal stainless-steel stiffeners shall be used for all joints. Fittings shall be permanently and plainly marked with name or trademark of manufacturer and a marking identifying the "no lead" content of fitting.

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 1,150 lb tensile break load and 45 mil blue HDPE jacket. Tracer wire splices shall be made with twist lock wire connectors.

## **C Construction**

Install new water service pipe following successful testing of new water mains. Reconnect all existing water services to the new water mains. Install water services with an approximate 1 foot bend in the horizontal plane near the new water main and run without fittings to the new curb stop.

Install water service using trenchless construction methods such that the existing street pavement is not disturbed. Acceptable methods include, but are not limited to, auger boring, horizontal directional drilling, and microtunneling.

Pull tracer wire along with pipe during installation. Attach wire to pulling eye and to top of pipe at 24 inch o.c. with 8 mil thermoplastic tape wrapped a minimum of two full times around pipe. Bond service line tracer wire to curb stop box and connect to main line water pipe tracer wire system. Test tracer wires to verify conductivity. Repair wires not showing conductivity.

Disinfect water service piping according to the requirements of the State Plumbing Code, Wis. Adm. Code, s. SPS 382.40.

Abandon existing services by shutting off existing corporation cock at existing main or curb stop and removing the existing curb box. Prior to shutting off of water for the change of service from old water main to new water main, notify the affected building occupants of the time of shut off and the expected duration of shutoff at least 24 hours in advance.

## **D Measurement**

The department will measure Water Service Bored PE (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to end of service.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                   | UNIT |
|-------------|-------------------------------|------|
| SPV.0090.07 | Water Service Bored PE 1-Inch | LF   |

Payment is full compensation for furnishing and installing all materials, including pipe, connection fittings (excluding corporation stop and curb stop), and tracer wire; for boring of pipe; for abandonment of existing service and notification of building occupants; and for all excavating and backfilling for entry and exit pits.

## **59. Water Service PE 1-Inch, Item SPV.0090.09.**

### **A Description**

This special provision describes furnishing and installing water service pipe from connection at the water main to connection at the existing water service at the street right-of-way line, or to the right-of-way line of empty lots without water service, as shown on the plans and as hereinafter provided.

### **B Materials**

Provide polyethylene (PE) tubing conforming to AWWA C901, Class 200, CTS - OD-controlled, with integral blue stripe(s) indicating water service. Name or trademark of manufacturer and type shall be permanently and plainly marked on tubing at intervals not greater than 18 inches.

Fittings for polyethylene tubing shall be "no lead" cast brass having a lead content of less than or equal to 0.25% by weight, uniform in wall thickness and strength, and free of defect which may affect serviceability. Connections shall be made with resilient seal compression type joints. Internal stainless-steel stiffeners shall be used for all joints. Fittings shall be permanently and plainly marked with name or trademark of manufacturer and a marking identifying the "no lead" content of fitting.

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil blue HDPE jacket. Tracer wire splices shall be made with inline resin splice kits or locking dry connectors.

### **C Construction**

Install new water service pipe following successful testing of new water mains. Reconnect all existing water services to the new water mains. Install water services with an approximate 1 foot bend in the horizontal plane near the new water main and run without fittings to the new curb stop.

Bed and cover tubing with a minimum of 4 inches of clean sand.

Install continuous tracer wire over PE service lines from main to curb stop. Attach wire to top of pipe at 10 foot intervals with 8 mil thermoplastic tape. Bond service line tracer wire to curb stop box and connect to main line water pipe tracer wire system. Test tracer wires to verify conductivity. Repair wires not showing conductivity.

Disinfect water service piping according to the requirements of the State Plumbing Code, Wis. Adm. Code, s. SPS 382.40.

Abandon existing services by shutting off existing corporation cock at existing main or curb stop and removing the existing curb box. Prior to shutting off of water for the change of service from old water main to new water main, notify the affected building occupants of the time of shut off and the expected duration of shutoff at least 24 hours in advance.

### **D Measurement**

The department will measure Water Service PE (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to end of service.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION             | UNIT |
|-------------|-------------------------|------|
| SPV.0090.09 | Water Service PE 1-Inch | LF   |

Payment is full compensation for furnishing and installing all materials, including pipe, connection fittings (excluding corporation stop and curb stop), tracer wire, and sand bedding and cover; for abandonment of existing service and notification of building occupants; and for all excavating and backfilling.

## **60. Construction Staking Water Main Pipe, Item SPV.0090.10.**

### **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for water main pipe and fittings. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate watermain pipe and fitting stakes to within 0.1 feet horizontally and establish the grade elevation to within 0.1 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

### **D Measurement**

The department will measure Construction Staking Water Main Pipe by the linear foot of pipe and fittings, acceptably staked. Water service pipe will not be measured as part of this item.

## E Payment

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| SPV.0090.10 | Construction Staking Water Main Pipe | LF   |

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

## 61. Fence Chain Link Polymer-Coated 4-Ft. R-2-15, Item SPV.0090.25.

### A Description

This special provision describes furnishing and installing a new polymer-coated fence system on structures in conforming to the pertinent plan details and as directed by the engineer. The color of all components in this fence system shall be the same and shall be as specified on the plans.

### B Materials

All materials for this fence system shall be new stock, free from defects impairing strength, durability, and appearance. Fabric shall be produced by methods recognized as good commercial practice. Wire used in the manufacture of the fabric shall be capable of being woven into fabric without the polymer-coating cracking or peeling. Pipes used in framework shall be straight, true to section and free of defects. All burrs at the ends of pipes shall be removed before galvanizing. The polymer-coating shall be a dense impervious covering, applied without voids, tears or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the polymer-coating will be a basis for rejection.

#### B.1 Fabric

Provide steel chain link fence fabric conforming to the requirements of ASTM F668, Class 2b, a polymer-coating fused and adhered to wire that is zinc-coated. Provide fabric woven from 9-gage wire using plan specified mesh size, diamond pattern, with both the top and bottom selvages knuckled. The minimum breaking strength of the wire shall be 1290 lbs. The color of polymer-coating shall conform to the requirements of ASTM F934.

#### B.2 Framework

Provide steel rails, posts and post sleeves conforming to the requirements of ASTM F1083, Standard Weight Pipe (Schedule 40) of the size (O.D.) and weight as shown on the plans. The minimum yield strength shall be 30,000 psi and the minimum tensile strength shall be 48,000 psi. These components shall be zinc-coated inside and outside by the hot-dip process as stated in ASTM F1083. Provide polymer-coating over zinc-coating conforming to ASTM F1043. The color of polymer-coating shall conform to the requirements of ASTM F934 and match the color of the other fence components. Weld base plate to posts or post sleeves and complete any additional welding of components before galvanizing.

#### B.3 Fittings

Provide end post caps, line post caps, top rail sleeves, rail ends, line rail clamps, brace bands, tension bands, tension bars, and tie wires that are steel and conform to the requirements of ASTM F626. Tie wires shall be round and 9-gage wire. These components (excluding tie wires) shall be zinc-coated by the hot-dip process as stated in ASTM F626. Provide polymer-coating over zinc-coating on components (excluding tie wires) that conforms to the requirements of ASTM F626. For tie wires, provide polymer-coating on wire that is zinc-coated using the same procedure as used for the wires in the fence fabric. End post caps and line post caps shall fit tightly over posts to prevent moisture intrusion. Supply dome style caps for end posts and loop type caps for line posts. The color of polymer-coating shall conform to the requirements of ASTM F934 and match the color of the other fence components.

#### B.4 Bolts

All bolts are to be supplied with lock washers and nuts. Use galvanized steel bolts, nuts and washers per plan details.

## **B.5 Tests**

### **B.5.1 Fabric and Tie Wire**

Breaking Strength: ASTM A370

Zinc-Coating Requirements

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM F668

Adhesion: ASTM F668

Accelerated Aging Test: ASTM F668, D1499

Mandrel Bend Test: ASTM F668

### **B.5.2 Framework**

Tensile and Yield Strength: ASTM E8

Zinc-Coating Requirements

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM E376

Adhesion: ASTM F1043

Accelerated Aging Test: ASTM F1043, D1499

### **B.5.3 Fittings**

Zinc-Coating Requirements

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM F626

Adhesion: ASTM F1043 (same test as for framework)

Accelerated Aging Test: ASTM F1043, D1499 (same test as for framework)

## **B.6 Submittals**

In addition to the engineer, send submittals listed in this section to the name below for informational purposes:

David Nelson  
WisDOT (Bureau of Structures)  
4822 Madison Yards Way  
Madison, WI 53705

### **B.6.1 Shop Drawings**

Submit shop drawings showing the details of fence construction. Show the fence height, post spacing, rail location, and all dimensions necessary for the construction of the chain link fence. Label the end posts, line posts, rails, post sleeves, top rail sleeves, bolts and fittings. State the polymer-coating type used on the fabric, framework and fittings and the Class of coating used on the fabric. State the color of polymer-coating to be used on the fence components. For the fabric, state the wire gage, mesh size, and type of selvages used. For the framework, state the size (O.D.) and unit weight for the posts and rails. For the fittings, state the size for top rail sleeves, brace bands, tension bands, tension bars, line rail clamps, size and type of bolts, and the tie wire gage. State the material type used for fabric, framework, and fittings. Also give the breaking strength for the fabric wire and the tensile and yield strength properties for the framework.

## **B.6.2 Specification Compliance**

Submit certification of compliance with material specifications. Provide material certification and test documentation for fabric, framework, fittings and hardware that shows that all materials meet or exceed the specifications of this contract and the tests in section B5 of this specification. This document shall provide the name, address and phone number of the manufacturer, and the name of a contact person.

## **C Construction**

### **C.1 Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling, and condition of materials is in conformance with these specifications. If polymer-coating is damaged, contractor shall repair or replace components as necessary to the approval of the engineer at no additional cost to the Owner. Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. Handle all polymer-coated material with care.

### **C.2 Touch-up and Repair**

For minor damage caused by shipping, handling or installation to polymer-coated surfaces, touch-up the finish conforming to the manufacturer's recommendations. Provide touch-up coating such that repairs are not visible from a distance of 6-feet. If damage is beyond repair, the fencing component shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

### **C.3 General**

Install the chain link fence conforming to ASTM F567 and the manufacturer's instructions. The contractor shall provide staff that is thoroughly familiar with the type of construction involved and materials and techniques specified. Chain link fabric shall be installed on the side of the posts indicated on the plans. Fabric shall be attached to the end posts with tension bars and tension bands. It shall be attached to rails, and posts without tension bands, with tie wires. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Install top rail to pass through line post caps and form a continuous brace between end posts. Minimum length of top rail between splices shall be 20-feet. Splice top rail at joints with sleeves for a rigid connection. Locate splices near 1/4-point of post spacing. Heads of bolts shall be on the side of the fence adjacent to pedestrian traffic.

## **D Measurement**

The department will measure Fence Chain Link Polymer-Coated 4-Ft 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.0090.25 | Fence Chain Link Polymer-Coated 4-Ft. R-2-15 | LF   |

Payment is full compensation for fabricating, galvanizing and polymer-coating all fence components, and transporting to jobsite; and for erecting components to create a polymer-coated fence system, including any touch-up and repairs.

## **62. Clean and Seal Retaining Wall Structure R-2-13, Item SPV.0090.26.**

### **A Description**

This special provision describes cleaning the face and top surface of the retaining wall as the plans show and as the engineer directs.

### **B (Vacant)**

**C Construction**

**C.1 Water Cleaning Operation**

Before cleaning operations are to begin for the entire retaining wall, prepare a representative trial area on the retaining wall, and have the method of blast cleaning approved by the engineer. Blast clean the surface with water according to ASTM D4258. Remove all dust and loose material from the retaining wall face and top that is to be coated with a clear surface sealer. Provide an adequate drying time of the retaining wall face and top surface of at least 24 hours before coating with the clear surface sealer.

**D Measurement**

The department will measure Cleaning and Sealing Retaining Wall Structure R-2-13 in length by the linear foot of retaining wall, acceptably cleaned.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                                    | UNIT |
|-------------|--|------|
| SPV.0090.26 | Clean and Seal Retaining Wall Structure R-2-13 | LF   |

Payment is full compensation for water blast cleaning; applying surface sealer; and for all additional clean up of the retaining wall surface.

**63. 22-Inch Steel Casing Pipe, Item SPV.0090.18;  
40-Inch Steel Casing Pipe, Item SPV.0090.27.**

**A Description**

This special provision describes furnishing and installing steel casing pipe as shown on the plans and as hereinafter provided.

**B Materials**

Provide casing pipe consisting of new steel pipe with continuously welded joints, ASTM A139, Grade B, or ASTM A53, Grade B. Wall thickness shall be as shown on the plan details. Pipe coating and liner are not required.

**C Construction**

Install casing pipe at line and grade that will allow carrier pipe to be installed at the elevation and grade indicated on the plans.

Place casing pipe by open trench method.

Steel casing pipe may be installed in sections with field joints welded according to ASME Code Requirements for single-welded butt joints.

**D Measurement**

The department will measure (size) Steel Casing 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.0090.18 | 22-Inch Steel Casing Pipe | LF   |
| SPV.0090.27 | 40-Inch Steel Casing Pipe | LF   |

Payment is full compensation for furnishing and installing the casing pipe; and for trench excavating and backfilling.

The carrier pipe within the casing will be measured and paid for separately under its applicable pipe item.

**64. Temporary Water Service, Item SPV.0105.01.**

**A Description**

This special provision describes maintaining water services to existing buildings using temporary materials as shown on the plans and as hereinafter provided.

**B Materials**

Conform temporary water service materials to State Plumbing Code, Wis. Adm. Code, s. SPS 382.40, for use as water service.

**C Construction**

Install temporary water services from an acceptable municipal water source to affected buildings with disrupted service.

Temporary water service may be located above ground with temporary connections to an outside connection at each affected property.

A temporary water service is only required if a building cannot be disconnected from the existing water main and reconnected to the new main within the time limit specified in the "Water Main PVC (diameter)" special provision.

Before beginning water main work, submit a written plan to engineer that describes how water service will be maintained to existing buildings and how many temporary services will be required. Contractor's plan shall attempt to minimize the number and duration of temporary services required. Plan the work such that temporary water service is not necessary for buildings with water services not directly connected to the water main being replaced.

**D Measurement**

The department will measure Temporary Water Service as a single lump sum for work, 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.0105.01 | Temporary Water Service | LS   |

Payment is full compensation for preparing a temporary service plan; for furnishing and installing all materials; and for removing temporary service when no longer needed.

**65. Water Valve Manhole, Item SPV.0105.02.**

**A Description**

This special provision describes furnishing and installing water valve manhole as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

**B Materials**

**Manhole Structure:** Provide manhole constructed of 48-inch diameter precast reinforced concrete rings with eccentric cone section. Conform to ASTM C478. Provide steps 16-inch on center. Join manhole sections with preformed butyl rubber sealant complying with ASTM C990. Provide 9-inch wide butyl-based wrap for each outside structure joint; Press-Seal "EX Wrap", or approved equal. Provide precast base. Provide boot type flexible connectors with stainless steel band seals for all connecting pipes.

**Manhole Cover:** Cover meeting the requirements for Type J-Special.

**Adjusting Rings:** Expanded polypropylene grade adjusting rings manufactured using high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's adhesive/sealant. Provide Cretex "Pro-Ring".

**Pipe Flanges:** Provide flanged connections on ends of PVC water main pipe to be connected to gate valve.

Gate Valve: Provide resilient-seated gate valve conforming to AWWA C509 or AWWA C515 and designed for 200 psi working pressure. Equip valve with a 2-inch square operating nut opening counterclockwise and flanged ends. Valve shall be manufactured by American Flow Control, Clow, Kennedy, Mueller, or approved equal.

Corp Stops: For corporation stops serving as shutoff valves on pressure taps on main, provide stops conforming to AWWA C800 and having compression joint outlet; Mueller or Ford; no substitutions allowed. Provide service saddle for all taps; Smith Blair 372 or approved equal.

Submit manhole shop drawings to engineer. Do not begin fabrication of manholes until shop drawings have been reviewed by engineer.

### **C Construction**

Excavate as required to install manhole. Level base of excavation to provide a firm foundation for the precast bottom.

Plug all lift holes with mortar from the outside prior to backfilling. Make manhole watertight, with no visible signs of leakage at the time of final inspection.

Install gate valve and corp stops according to manufacturer recommendations.

Bring manhole cover flush with the designated finished grade with 6 to 12 inches of adjusting rings, each ring being 4 inches or less. Join adjusting rings to each other and to manhole and casting using adjusting ring manufacturer's recommended adhesive/sealant.

Take care during subsequent construction activities to not disturb the water tight integrity of the manhole cover adjustment. Reset disturbed cover according to these provisions.

### **D Measurement**

The department will measure Water Valve Manhole as a single lump sum, acceptably installed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION         | UNIT |
|-------------|---------------------|------|
| SPV.0105.02 | Water Valve Manhole | LS   |

Payment is full compensation for all materials, including manhole sections, flexible connectors, joint material, adjusting rings, cover, flanges, gate valve, corp stops, and bedding stone, and for all excavating and backfilling.

## **66. Temporary CDBG Project Sign, Item SPV.0105.04.**

### **A Description**

This special provision describes furnishing, erecting, and maintaining a temporary CDBG project sign for the duration of the project.

### **B Vacant**

### **C Construction**

A. Furnish, erect where directed by engineer, and maintain a temporary CDBG project sign for duration of project.

1. Within 7 days after Notice to Proceed, submit a drawing (proof) of proposed sign appearance and text for approval. Erect sign with 14 days after approval of drawing.
2. Construct sign and support as required near the project site. Paints shall be exterior grade enamel in colors indicated.
3. Remove sign at completion of work.

B. No other individual advertising signs, plaques, or credits, temporary or permanent, will be permitted on project site, except name of each contractor on its office or material shed.

### **D Measurement**

The department will measure Temporary CDBG Project Sign as a single lump sum, acceptably installed.



## E Payment

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

| ITEM NUMBER | DESCRIPTION                 | UNIT |
|-------------|-----------------------------|------|
| SPV.0105.04 | Temporary CDBG Project Sign | LS   |

Payment is full compensation for furnishing and installing all materials, maintaining the sign, and removing the sign at project completion.

## 67. Sanitary Manhole 4-Foot, Item SPV.0200.01.

### A Description

This special provision describes furnishing and installing sanitary sewer manholes as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

### B Materials

Provide sanitary manholes constructed of 48-inch diameter precast reinforced concrete rings with eccentric cone sections. Conform to ASTM C478. Provide steps 16-inch on center. Join manhole sections with preformed butyl rubber sealant complying with ASTM C990. Provide 9-inch wide butyl-based wrap for each outside structure joint; Press-Seal "EX Wrap", or approved equal. Provide precast bases. Provide boot type flexible connectors with stainless steel band seals for all connecting pipes.

Submit sanitary manhole shop drawings to engineer. Do not begin fabrication of sanitary manholes until shop drawings have been reviewed by engineer.

### C Construction

Excavate as required to install manholes. Level base of excavation to provide a firm foundation for the precast bottom.

Following placement and connection to new and existing pipes, construct interior bottom of manholes of concrete fillets poured in place in the field. Make flow lines smooth with uniform curves to promote flow through the manhole. Form benches by continuing the width of the connecting pipes from mid-line to top of pipe, then extending at a 1/2-inch per foot pitch to the manhole wall. Plug all lift holes with mortar from the outside prior to backfilling. Make sanitary manholes watertight, with no visible signs of leakage at the time of final inspection.

### D Measurement

The department will measure Sanitary Manhole (diameter) by the vertical foot, acceptably installed, measured from invert of out flowing sewer to bottom of adjusting rings.

## E Payment

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

| ITEM NUMBER | DESCRIPTION             | UNIT |
|-------------|-------------------------|------|
| SPV.0200.01 | Sanitary Manhole 4-Foot | VF   |

Payment is full compensation for all materials, including manhole sections, flexible connectors, joint material, concrete, and bedding stone; for sewage bypass pumping; and for all excavating and backfilling.

## **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:

- 1) **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 point of initial hire as a TrANS program placement.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   4   (number) TrANS Graduate(s) be utilized on this contract.
- 2) **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).  
  
Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   4   (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.

- 4) 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).

*NOTE: 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.
- i. **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](mailto: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](mailto: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.
    - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. 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.
- ii 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 [ASP-3 and Good Faith Effort Guidance](#) 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](mailto: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 HCCI website at: <http://wisconsin.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)
    - a. Supply/Commodity commitment is received
    - b. 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 Expeditors, 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](mailto: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](mailto: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](mailto: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 [Application to Use Joint Checks](#) 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 \(wisconsindot.gov\)](http://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.

**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)**

Please check all that apply:

- Yes, we will be quoting the projects & items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: \_\_\_\_\_ DBE: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Please circle the proposals and items you will be quoting below and contact us with any questions**

| Proposal<br>County    | 1<br>Dane County | 6<br>Crawford County |
|-----------------------|------------------|----------------------|
| Clearing & Grubbing   | X                | X                    |
| Dump Truck Hauling    | X                | X                    |
| Curb/Gutter/Sidewalk  | X                |                      |
| Erosion Control Items |                  | X                    |
| Excavation            | X                | X                    |
| Pavement Marking      |                  | X                    |
| Traffic Control       | X                |                      |
| Sawing                | X                | X                    |
| QMP, Base             |                  | X                    |
| Pipe Underdrain       | X                |                      |
| Landscape             |                  | X                    |
| Beam Guard            | X                |                      |
| Electrical            | X                |                      |
| Signs/Posts/Markers   |                  | X                    |
| Survey/Staking        |                  | X                    |

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

**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 your 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 **date**. 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)**
- 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 **time and date**. 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: 414-555-5555  
 Cell: 414-555-5556

## 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 **solicit and utilize** 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 **time and date**. 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: 414-555-5556

## 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](mailto: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](http://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 or 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.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

## GFE Evaluation Rubric – Phase 1 – Initial Review

| DT1202  | Examples   | Rating | OBOEC Feedback |
|---|--|--------|----------------|
| <b>Solicitation Documentation</b>   | <p>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.</p> <p><i>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)</i></p>                           |        |                |
| <b>Selected Work Items Documentation</b>  | <p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>   |        |                |
| <b>Documentation of Project Information provided to Interested DBEs</b>   | <p>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.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>  |        |                |
| <b>Documentation of Negotiation with Interested DBEs</b>  | <p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>   |        |                |
| <b>Documentation of Sound Reason for Rejecting DBEs</b>   | <p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>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.</i></p>                          |        |                |
| <b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>            | <p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>   |        |                |
| <b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b> | <p>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.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p> |        |                |
| <b>Documentation of other GFE activities</b>  | <p><i>Such as: Used DT1202 Excel Workbook, Diversity &amp; 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</i></p>  |        |                |
| <b>Overall Demonstration of GFE</b>   |  |        |                |

**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

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

## 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) Conducting 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 SUBCONTRACT TO DBE

Clear

Wisconsin Department of Transportation

DT1506 12/2021 s.84.06(2) Wis. Stats.  Non-Traditional Project

Project ID: \_\_\_\_\_  
Proposal # \_\_\_\_\_

Prime Contractor: \_\_\_\_\_  
County: \_\_\_\_\_

Letting Date: \_\_\_\_\_  
Total \$ Value of Prime Contract: \$ \_\_\_\_\_  
DBE Contract Goal: \_\_\_\_\_ %  
DBE Goal Achieved: 0.00 %

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your DBE commitment. Include Attachment A for DBEs included on commitment.

This form must be completed and returned for this proposal. See page 2 for instructions.

Table with 6 columns: 1. DBE Firm, 2. Work or Items to be subcontracted, 3. Supplier Y/N, 4. Trucking Only (O#, L#), 5. DBE Full Subcontract \$, 6. DBE Amount for Credit \$. Includes a summary row at the bottom with values \$ 0.00 and \$ 0.00.

Government Use Only Approved Amounts table with rows for A = \$ %, V = \$ %, Total = \$ %. Includes signature and date fields, and a checkbox for 'Good faith effort approved: Yes [ ] No [ ]'.

Prime Representative Signature & Date

DBE Office Signature & Date Approved

**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

|               |                  |
|---------------|------------------|
| Project I.D.: | Proposal Number: |
| Letting Date: |                  |

|   |                         |
|---|-------------------------|
| Name of DBE Firm Participating in this Contract:  |                         |
| Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i> |                         |
| Type of Work or Type of Material Supplied:  |                         |
| Total Subcontract Value:  | Total DBE Credit Value: |

|  |   |
|--|---|
| <b>FOR PRIME CONTRACTORS ONLY:</b><br>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 Signature         |
|  | Prime Contractor Representative's Name (Print Name) |
|  | Prime Contractor (Print Company Name)               |
|  | Date  |

|  |   |      |
|--|---|------|
| <b>FOR PARTICIPATING DBE FIRMS ONLY:</b><br>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.<br><br><b>FOR DBE TRUCKING FIRMS ONLY:</b><br>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 Representative's Signature         | Date |
|  | Participating DBE Firm Representative's Name (Print Name) |      |
|  | Participating DBE Firm (Print Company Name)               |      |
|  | DBE Firm's Address:                                       |      |

| # Owned Trucks | # Leased Trucks | # DBE-Owned Leased Trucks | # Non-DBE-Owned Leased Trucks |
|----------------|-----------------|---------------------------|-------------------------------|
|                |                 |                           |                               |

Off site Hauling



**DOCUMENTATION OF GOOD FAITH EFFORT**  
 Wisconsin Department of Transportation  
 DT1202.....3/2020



|                                     |                       |                           |
|-------------------------------------|-----------------------|---------------------------|
| Project ID<br>*****                 | Proposal No.<br>***** | Letting<br>*****          |
| Prime Contractor<br>*****           |                       | County<br>*****           |
| Person Submitting Document<br>***** |                       | Telephone Number<br>***** |
| Address<br>*****                    |                       | Email Address<br>*****    |

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 of 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 (Trans 504) and Federal laws.

|  |  |  |
|--|--|--|
|  |  |  |
|  |  | (Bidder/Authorized Representative Signature) |
|  |  | *****  |
|  |  | (Print Name)                                 |
|  |  | *****  |
|  |  | (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   |
|------------------|---------------------|----------------|----------|----------------|
| Pavement Marking | ABC Marking         | Leslie Lynch   | 4/1/2020 | Email; phone   |
|                  | #1 Marking Co.      | Mark Smart     | 4/1/2020 | Email; left VM |
| Electrical       | Winterland Electric | Tabitha Tinker | 4/3/2020 | Email; left VM |
|                  | Superstar Wiring    | Jose Huascar   | 4/3/2020 | Email; phone   |

#### INFORMATION PROVIDED LOG

| Request Date | DBE Firm              | Information Requested & Provided  | Response Date |
|--------------|-----------------------|---|---------------|
| 4/1/2020     | Winterland Electric   | 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? | Considered 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 | Winston Walters | 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:*

**416.2.4 Concrete Pavement Repair and Replacement**

*Replace the entire text with the following effective with the November 2022 letting:*

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

**416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement**

**416.2.5.1 Composition and Proportioning of Concrete**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

**455.2.4.3 Emulsified Asphalts**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Furnish material conforming, before dilution, to the following:
    - Anionic emulsified asphalts<sup>[1]</sup>..... AASHTO M140
    - Cationic emulsified asphalts<sup>[1]</sup> ..... AASHTO M208
    - Polymer-modified cationic emulsified asphalts ..... AASHTO M316
- <sup>[1]</sup> Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

**TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt**

| PRODUCT   | ANTT      | CNTT      |
|---|-----------|-----------|
| Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS  | 15-100    | 15-100    |
| Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs <sup>[1]</sup>   | 30-200    | 30-200    |
| Storage Stability Test, 24 hr, (AASHTO T 59), %   | 1 max     | 1 max     |
| Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), % | 50 min    | 50 min    |
| Sieve Test, No. 20 (850 µm), (AASHTO T 59), %   | 0.3       | 0.3       |
| Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm  | 10-40     | 10-40     |
| Ash Content, (AASHTO T 111), %  | 1 max     | 1 max     |
| Solubility in Trichlorethylene Test, (AASHTO T 44) <sup>[2]</sup>   | 97.5% min | 97.5% min |

<sup>[1]</sup> Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).  
<sup>[2]</sup> The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

**455.2.5 Tack Coat**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

**710.5.7 Corrective Action**

**710.5.7.1 Optimized Aggregate Gradations**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
  - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
    1. Document and provide corrective action results to the engineer as soon as they are available.
    2. Department will conduct two tests within the next business day after corrective action is complete.
      - If blended aggregate gradations are within the tarantula curve limits by the second department test:
        - Continue with concrete production.
        - Include a break in the 4-point running average.
        - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
  - Submit a new optimized aggregate gradation mix design and perform the following:
    1. Restart control charts for the new mix design.
    2. Amend contractor Quality Control Plan

**715.5 Payment**

*Replace the entire text with the following effective with the November 2022 letting:*

**715.5.1 General**

- (1) The department will pay incentive for concrete strength under the following bid items:

| <u>ITEM NUMBER</u> | <u>DESCRIPTION</u>                               | <u>UNIT</u> |
|--------------------|--|-------------|
| 715.0502           | Incentive Strength Concrete Structures           | DOL         |
| 715.0603           | Incentive Strength Concrete Barrier              | DOL         |
| 715.0715           | Incentive Flexural Strength Concrete Pavement    | DOL         |
| 715.0720           | Incentive Compressive Strength Concrete Pavement | DOL         |

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Flexural strength of 650 psi for pavements.
  - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

**715.5.2 Pavements**

**715.5.2.1 Compressive**

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

| Percent within Limits (PWL) | Pay Adjustment (dollars per square yard) |
|-----------------------------|--|
| >= 95 to 100                | $(0.1 \times \text{PWL}) - 9.5$          |
| >= 85 to < 95               | 0  |
| >= 30 to < 85               | $(1.5/55 \times \text{PWL}) - 127.5/55$  |
| < 30                        | -1.50                                    |

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.2.2 Flexural**

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

| Percent within Limits (PWL) | Pay Adjustment (dollars per square yard) |
|-----------------------------|--|
| >= 95 to 100                | $(0.2 \times \text{PWL}) - 19$           |
| >= 85 to < 95               | 0  |
| >= 50 to < 85               | $(2.0/35 \times \text{PWL}) - 170/35$    |
| < 50                        | -2.00                                    |

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.3 Structures and Cast-in-Place Barrier**

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

| Percent within Limits (PWL) | Pay Adjustment (dollars per square yard) |
|-----------------------------|--|
| >= 99 to 100                | 10                                       |
| >= 90 to < 99               | 0  |
| >= 50 to < 90               | $(7/8 \times \text{PWL}) - 78.75$        |
| < 50                        | -35                                      |

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

## ADDITIONAL SPECIAL PROVISION 7

### A. Reporting 1<sup>st</sup> 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](mailto: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) 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. 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 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 or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (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) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing 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>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. 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
- XI. 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 design-build 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 non-minority 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. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) 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. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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 journeymen 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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **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 watchmen 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. 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. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **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)

- (1) 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 longstanding 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 200.326.

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 200.326.

### **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 contractor). "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.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) 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;

(b) 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

(c) 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)

2. 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, sub-recipients 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:**

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| 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 M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) 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 smelting forward in the manufacturing process) 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 OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

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 exemptions and their associated costs to the certification form.

## 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](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

Superseded General Decision Number: WI20210010

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)(2)-(60).

|   |   |
|---|---|
| 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.<br>. The contractor must pay all covered workers at least \$15.00 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 2022.  |
| 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.<br>. The contractor must pay all covered workers at least \$11.25 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 2022. |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

|    |            |
|----|------------|
| 1  | 01/21/2022 |
| 2  | 02/04/2022 |
| 3  | 02/25/2022 |
| 4  | 03/11/2022 |
| 5  | 03/18/2022 |
| 6  | 04/29/2022 |
| 7  | 05/13/2022 |
| 8  | 06/17/2022 |
| 9  | 07/08/2022 |
| 10 | 07/22/2022 |
| 11 | 07/29/2022 |
| 12 | 08/12/2022 |
| 13 | 09/16/2022 |
| 14 | 10/14/2022 |

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 36.81 | 25.17   |

-----  
BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 44.35 | 23.89   |

-----  
BRWI0002-005 06/01/2021

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... | \$ 37.73 | 24.15   |

-----  
BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

-----  
BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 41.30 | 26.03   |

-----  
BRWI0006-002 06/01/2021

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.78 | 24.20   |
| -----                   |          |         |
| BRWI0007-002 06/01/2021 |          |         |

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.38 | 25.31   |
| -----                   |          |         |
| BRWI0008-002 06/01/2021 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 42.38 | 24.64   |
| -----                   |          |         |
| BRWI0011-002 06/01/2021 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.03 | 24.95   |
| -----                   |          |         |
| BRWI0019-002 06/01/2021 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 36.31 | 25.67   |
| -----                   |          |         |
| BRWI0034-002 06/01/2021 |          |         |

COLUMBIA AND SAUK COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER.....           | \$ 38.53 | 25.16   |
| -----                     |          |         |
| * 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   |
| -----                          |          |         |
| CARP0252-002 06/01/2016        |          |         |

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,  
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,

CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER               |          |         |
| CARPENTER.....          | \$ 33.56 | 18.00   |
| MILLWRIGHT.....         | \$ 35.08 | 18.35   |
| PILEDRIVER.....         | \$ 34.12 | 18.00   |
| -----                   |          |         |
| CARP0252-010 06/01/2016 |          |         |

ASHLAND COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Carpenters              |          |         |
| Carpenter.....          | \$ 33.56 | 18.00   |
| Millwright.....         | \$ 35.08 | 18.35   |
| Pile Driver.....        | \$ 34.12 | 18.00   |
| -----                   |          |         |
| CARP0264-003 06/01/2016 |          |         |

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 35.78 | 22.11   |
| -----                   |          |         |
| CARP0361-004 05/01/2018 |          |         |

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 36.15 | 20.43   |
| -----                   |          |         |
| CARP2337-001 06/01/2016 |          |         |

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PILEDRIVERMAN           |          |         |
| Zone A.....             | \$ 31.03 | 22.69   |
| Zone B.....             | \$ 31.03 | 22.69   |
| -----                   |          |         |
| ELEC0014-002 05/29/2022 |          |         |

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, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 38.49 | 22.09   |

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ELEC0014-007 05/29/2022

REMAINING COUNTIES

|                                | Rates    | Fringes  |
|--------------------------------|----------|----------|
| Teledata System Installer..... | \$ 29.63 | 3%+16.18 |
| Installer/Technician.....      | \$ 28.50 | 15.92    |

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).

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ELEC0127-002 06/01/2021

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 43.16 | 30%+12.70 |

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ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

|                  | Rates    | Fringes      |
|------------------|----------|--------------|
| ELECTRICIAN..... | \$ 36.14 | 29.75%+10.26 |

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ELEC0159-003 05/30/2021

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..... | \$ 43.38 | 23.13   |

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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 05/30/2021                   |          |         |

DOUGLAS COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 41.37 | 69.25%  |
| -----                   |          |         |
| ELEC0388-002 05/30/2021 |          |         |

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:.....      | \$ 36.22 | 26%+11.24 |
| -----                   |          |           |
| ELEC0430-002 06/01/2022 |          |           |

RACINE COUNTY (Except Burlington Township)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 45.02 | 24.35   |
| -----                   |          |         |
| ELEC0494-005 06/01/2021 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 44.39 | 25.67   |
| -----                   |          |         |
| ELEC0494-006 06/01/2021 |          |         |

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 37.91 | 22.74   |
| -----                   |          |         |
| ELEC0494-013 06/01/2021 |          |         |

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet

Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE,  
 MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 22.39 | 18.80   |
| Technician.....        | \$ 32.49 | 20.26   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, 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

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 ELEC0577-003 06/01/2021

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:..... | \$ 35.66 | 29.50%+10.00 |

-----  
 ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|                    | Rates    | Fringes      |
|--------------------|----------|--------------|
| Electricians:..... | \$ 39.00 | 25.95%+11.17 |

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 ELEC0953-001 06/02/2019

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Line Construction:                |          |         |
| (1) Lineman.....                  | \$ 47.53 | 21.43   |
| (2) Heavy Equipment Operator..... | \$ 42.78 | 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   |
| (6) Groundsman.....               | \$ 26.14 | 14.60   |

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 43.27 | 25.95   |
| Group 2.....             | \$ 42.77 | 25.95   |
| Group 3.....             | \$ 42.27 | 25.95   |
| Group 4.....             | \$ 42.01 | 25.95   |
| Group 5.....             | \$ 41.72 | 25.95   |
| Group 6.....             | \$ 35.82 | 25.95   |

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; bituminous 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.

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 IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.00 | 28.95   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 40.57 | 28.40   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0383-001 06/05/2022

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..... | \$ 39.00 | 28.58   |

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 IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.37 | 44.41   |

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IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU  
COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.00 | 33.11   |

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 36.94 | 33.11   |

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LAB00113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 32.65 | 23.09   |
| Group 2..... | \$ 32.80 | 23.09   |
| Group 3..... | \$ 33.00 | 23.09   |
| Group 4..... | \$ 33.15 | 23.09   |
| Group 5..... | \$ 33.30 | 23.09   |
| Group 6..... | \$ 29.14 | 23.09   |

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 Sawyer 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

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LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 31.90 | 23.09   |
| Group 2..... | \$ 32.00 | 23.09   |
| Group 3..... | \$ 32.05 | 23.09   |
| Group 4..... | \$ 32.25 | 23.09   |
| Group 5..... | \$ 32.10 | 23.09   |
| Group 6..... | \$ 28.99 | 23.09   |

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 Sawyer 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

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LAB00113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 31.71 | 23.09   |
| Group 2..... | \$ 31.86 | 23.09   |
| Group 3..... | \$ 32.06 | 23.09   |
| Group 4..... | \$ 32.03 | 23.09   |
| Group 5..... | \$ 32.36 | 23.09   |
| Group 6..... | \$ 28.85 | 23.09   |

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 Sawyer 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

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LAB00140-002 06/01/2022

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, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 36.42 | 18.68   |
| Group 2..... | \$ 36.52 | 18.68   |
| Group 3..... | \$ 36.57 | 18.68   |
| Group 4..... | \$ 36.77 | 18.68   |
| Group 5..... | \$ 36.62 | 18.68   |
| Group 6..... | \$ 33.05 | 18.68   |

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; 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 Sawyer 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; Traffic Control

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LAB00464-003 06/01/2022

DANE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 36.70 | 18.68   |



|              |          |       |
|--------------|----------|-------|
| Group 2..... | \$ 36.80 | 18.68 |
| Group 3..... | \$ 36.85 | 18.68 |
| Group 4..... | \$ 37.05 | 18.68 |
| Group 5..... | \$ 36.90 | 18.68 |
| Group 6..... | \$ 33.05 | 18.68 |

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 Sawyer 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

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PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Painters:                   |          |         |
| New:                        |          |         |
| Brush, Roller.....          | \$ 33.99 | 22.70   |
| Spray, Sandblast, Steel.... | \$ 34.59 | 22.70   |
| Repaint:                    |          |         |
| Brush, Roller.....          | \$ 33.09 | 22.70   |
| Spray, Sandblast, Steel.... | \$ 32.49 | 22.70   |

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\* PAIN0108-002 06/01/2022

RACINE COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Brush, Roller.....     | \$ 39.60 | 21.79   |
| Spray & Sandblast..... | \$ 40.60 | 21.79   |

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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   |

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 22.03 | 12.45   |

\* PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Bridge.....            | \$ 38.15 | 24.80   |
| Brush.....             | \$ 37.40 | 24.80   |
| Spray & Sandblast..... | \$ 38.15 | 24.80   |

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

|            | Rates    | Fringes |
|------------|----------|---------|
| PAINTER    |          |         |
| Brush..... | \$ 29.98 | 18.78   |

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2021

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..... | \$ 29.98 | 18.78   |

\* PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Painters:             |          |         |
| Brush.....            | \$ 36.70 | 24.69   |
| Spray.....            | \$ 37.70 | 24.69   |
| Structural Steel..... | \$ 36.85 | 24.69   |

PAIN1011-002 06/06/2021

FLORENCE COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Painters:.....          | \$ 26.71 | 14.38   |
| -----                   |          |         |
| PLAS0599-010 06/01/2021 |          |         |

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| Area 1.....                    | \$ 42.06 | 20.87   |
| Area 2 (BAC).....              | \$ 37.73 | 23.80   |
| Area 3.....                    | \$ 38.74 | 22.46   |
| Area 4.....                    | \$ 38.59 | 22.66   |
| Area 5.....                    | \$ 38.16 | 22.98   |
| Area 6.....                    | \$ 34.94 | 26.36   |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: 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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 32.57 | 23.81   |
| 3 or more Axles; Euclids,<br>Dumpton & Articulated,<br>Truck Mechanic..... | \$ 32.72 | 23.81   |
| -----  |          |         |
| WELL DRILLER.....  | \$ 16.52 | 3.70    |
| -----  |          |         |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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) (ii)).

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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.

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#### 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.

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END OF GENERAL DECISIO"

"General Decision Number: WI20220008 10/14/2022

Superseded General Decision Number: WI20210008

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)(2)-(60).

|   |  |
|---|--|
| 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: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li></ul>  |
| 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:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 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 2022.</li></ul> |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/07/2022       |
| 1                   | 01/21/2022       |

|    |            |
|----|------------|
| 2  | 02/04/2022 |
| 3  | 02/25/2022 |
| 4  | 03/11/2022 |
| 5  | 03/18/2022 |
| 6  | 04/29/2022 |
| 7  | 06/17/2022 |
| 8  | 07/08/2022 |
| 9  | 07/15/2022 |
| 10 | 07/29/2022 |
| 11 | 08/05/2022 |
| 12 | 08/12/2022 |
| 13 | 09/16/2022 |
| 14 | 10/14/2022 |

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 36.81 | 25.17   |

-----  
BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 44.35 | 23.89   |

-----  
BRWI0002-005 06/01/2021

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... | \$ 37.73 | 24.15   |

-----  
BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

-----  
BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 41.30 | 26.03   |

-----  
BRWI0006-002 06/01/2021



ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.78 | 24.20   |
| -----                   |          |         |
| BRWI0007-002 06/01/2021 |          |         |

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.38 | 25.31   |
| -----                   |          |         |
| BRWI0008-002 06/01/2021 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 42.38 | 24.64   |
| -----                   |          |         |
| BRWI0009-001 06/01/2021 |          |         |

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.03 | 24.95   |
| -----                   |          |         |
| BRWI0011-002 06/01/2021 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.03 | 24.95   |
| -----                   |          |         |
| BRWI0013-002 06/01/2021 |          |         |

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.53 | 25.16   |
| -----                   |          |         |
| BRWI0019-002 06/01/2021 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 36.31 | 25.67   |
| -----                   |          |         |
| BRWI0021-002 06/01/2021 |          |         |

DODGE AND JEFFERSON COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

BRICKLAYER.....\$ 37.75 25.92

-----  
BRWI0034-002 06/01/2021

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.53 25.16

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\* 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

-----  
CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

CARPENTER

CARPENTER.....\$ 33.56 18.00  
MILLWRIGHT.....\$ 35.08 18.35  
PILEDRIVER.....\$ 34.12 18.00

-----  
CARP0252-010 06/01/2016

ASHLAND COUNTY

Rates Fringes

Carpenters

Carpenter.....\$ 33.56 18.00  
Millwright.....\$ 35.08 18.35  
Pile Driver.....\$ 34.12 18.00

-----  
CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

Rates Fringes

CARPENTER.....\$ 35.78 22.11

-----  
CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 36.15 | 20.43   |

-----  
CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

|               | Rates    | Fringes |
|---------------|----------|---------|
| PILEDRIVERMAN |          |         |
| Zone A.....   | \$ 31.03 | 22.69   |
| Zone B.....   | \$ 31.03 | 22.69   |

-----  
CARP2337-003 06/01/2019

|             | Rates    | Fringes |
|-------------|----------|---------|
| MILLWRIGHT  |          |         |
| Zone A..... | \$ 33.58 | 21.53   |
| Zone B..... | \$ 33.58 | 21.53   |

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 05/29/2022

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, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 38.49 | 22.09   |

-----  
ELEC0127-002 06/01/2021

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 43.16 | 30%+12.70 |

-----  
ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and

Hutchins) COUNTIES

|                         | Rates    | Fringes      |
|-------------------------|----------|--------------|
| ELECTRICIAN.....        | \$ 36.14 | 29.75%+10.26 |
| -----                   |          |              |
| ELEC0159-003 05/30/2021 |          |              |

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.....        | \$ 43.38 | 23.13   |
| -----                   |          |         |
| 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 05/30/2021                   |          |         |

DOUGLAS COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 41.37 | 69.25%  |
| -----                   |          |         |
| ELEC0388-002 05/30/2021 |          |         |

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:.....      | \$ 36.22 | 26%+11.24 |
| -----                   |          |           |
| ELEC0430-002 06/01/2022 |          |           |

RACINE COUNTY (Except Burlington Township)

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 45.02 | 24.35   |
| -----              |          |         |

ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 44.39 | 25.67   |

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ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 37.91 | 22.74   |

-----  
ELEC0577-003 06/01/2021

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:..... | \$ 35.66 | 29.50%+10.00 |

-----  
ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|                    | Rates    | Fringes      |
|--------------------|----------|--------------|
| Electricians:..... | \$ 39.00 | 25.95%+11.17 |

-----  
ENGI0139-003 06/06/2022

REMAINING COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 45.22 | 24.85   |
| Group 2.....             | \$ 43.97 | 24.85   |
| Group 3.....             | \$ 41.57 | 24.85   |
| Group 4.....             | \$ 41.04 | 24.85   |
| Group 5.....             | \$ 38.97 | 24.85   |
| Group 6.....             | \$ 37.44 | 24.85   |

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 Sweepers; 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/Freeze 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

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ENGI0139-007 06/05/2022

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 43.54 | 24.85   |
| Group 2.....             | \$ 42.76 | 24.85   |
| Group 3.....             | \$ 41.81 | 24.85   |
| Group 4.....             | \$ 40.76 | 24.85   |
| Group 5.....             | \$ 39.36 | 24.85   |

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 (145 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 and Winch 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).

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 IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
 MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
 COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.00 | 28.95   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
 WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 40.57 | 28.40   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 IRON0383-001 06/05/2022

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..... | \$ 39.00 | 28.58   |

-----  
 IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
 WALWORTH (S.W. 1/3) COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.37 | 44.41   |

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 IRON0512-008 05/01/2022



BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
 PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
 COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 41.00 | 33.11   |
| -----                   |          |         |
| IRON0512-021 05/01/2022 |          |         |

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
 PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 36.94 | 33.11   |
| -----                   |          |         |
| LAB00113-004 06/01/2022 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| Laborers: (Open Cut) |          |         |
| Group 1.....         | \$ 17.62 | 21.98   |
| Group 2.....         | \$ 19.89 | 21.98   |
| Group 3.....         | \$ 23.43 | 21.98   |
| Group 4.....         | \$ 32.80 | 21.98   |
| Group 5.....         | \$ 32.94 | 21.98   |
| Group 6.....         | \$ 33.00 | 21.98   |
| Group 7.....         | \$ 36.85 | 21.98   |
| Group 8.....         | \$ 39.67 | 21.98   |
| Group 9.....         | \$ 40.31 | 21.98   |

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

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 LAB00113-005 06/06/2022

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| Group 1..... | \$ 24.29 | 21.98   |
| Group 2..... | \$ 30.22 | 21.98   |
| Group 3..... | \$ 34.42 | 21.98   |
| Group 4..... | \$ 36.19 | 21.98   |

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 Sawyer, 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

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LAB00113-008 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Laborers: (Tunnel-Free Air) |          |         |
| Group 1.....                | \$ 23.43 | 21.98   |
| Group 2.....                | \$ 32.94 | 21.98   |
| Group 3.....                | \$ 33.00 | 21.98   |
| Group 4.....                | \$ 36.98 | 21.98   |
| Group 5.....                | \$ 36.99 | 21.98   |
| Group 6.....                | \$ 39.67 | 21.98   |
| Group 7.....                | \$ 40.31 | 21.98   |

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

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\* LAB00113-009 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Laborers: (Tunnel -          |          |         |
| *COMPRESSED AIR 0 - 15 lbs.) |          |         |
| Group 1.....                 | \$ 23.43 | 21.98   |
| Group 2.....                 | \$ 32.94 | 21.98   |
| Group 3.....                 | \$ 37.39 | 21.98   |
| Group 4.....                 | \$ 38.19 | 21.98   |
| Group 5.....                 | \$ 38.31 | 21.98   |
| Group 6.....                 | \$ 41.01 | 21.98   |
| Group 7.....                 | \$ 41.63 | 21.98   |

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; Pipelayer 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.

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LAB00140-005 06/06/2022

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, 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, TREMPPEALEAU, VERNON, VILAS,  
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

Rates Fringes

LABORER (SEWER & WATER)

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 31.48 | 18.68 |
| Group 2..... | \$ 33.33 | 18.68 |
| Group 3..... | \$ 33.53 | 18.68 |
| Group 4..... | \$ 34.28 | 18.68 |

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 Sawyer; 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

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LAB00464-002 06/06/2022

DANE AND DOUGLAS COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 31.38 | 18.68   |
| Group 2..... | \$ 33.58 | 18.68   |
| Group 3..... | \$ 33.78 | 18.68   |
| Group 4..... | \$ 34.53 | 18.68   |

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 Sawyer; 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

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LAB01091-010 06/06/2022

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Laborers: (SEWER & WATER) |          |         |
| Group 1.....              | \$ 31.17 | 18.68   |
| Group 2.....              | \$ 33.23 | 18.68   |
| Group 3.....              | \$ 33.43 | 18.68   |
| Group 4.....              | \$ 34.18 | 18.68   |

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 Sawyer; 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

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 PLAS0599-010 06/01/2021

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| Area 1.....                    | \$ 42.06 | 20.87   |
| Area 2 (BAC).....              | \$ 37.73 | 23.80   |
| Area 3.....                    | \$ 38.74 | 22.46   |
| Area 4.....                    | \$ 38.59 | 22.66   |
| Area 5.....                    | \$ 38.16 | 22.98   |
| Area 6.....                    | \$ 34.94 | 26.36   |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: 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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK

COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 32.57 | 23.81   |
| 3 or more Axles; Euclids,<br>Dumptor & Articulated,<br>Truck Mechanic..... | \$ 32.72 | 23.81   |
| -----  |          |         |
| WELL DRILLER.....  | \$ 16.52 | 3.70    |
| -----  |          |         |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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) (ii)).

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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.

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#### 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.

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END OF GENERAL DECISIO"



## **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.



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0002                 | 201.0105<br>Clearing  | 11.000<br>STA                  | _____.     | _____.     |
| 0004                 | 201.0205<br>Grubbing  | 11.000<br>STA                  | _____.     | _____.     |
| 0006                 | 203.0100<br>Removing Small Pipe Culverts  | 3.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 203.0260<br>Removing Structure Over Waterway<br>Minimal Debris (structure) 01. B-2-33 | 1.000<br>EACH                  | _____.     | _____.     |
| 0010                 | 204.0100<br>Removing Concrete Pavement  | 8,011.000<br>SY                | _____.     | _____.     |
| 0012                 | 204.0110<br>Removing Asphaltic Surface  | 3,696.000<br>SY                | _____.     | _____.     |
| 0014                 | 204.0115<br>Removing Asphaltic Surface Butt Joints                                    | 257.000<br>SY                  | _____.     | _____.     |
| 0016                 | 204.0120<br>Removing Asphaltic Surface Milling  | 50,365.000<br>SY               | _____.     | _____.     |
| 0018                 | 204.0150<br>Removing Curb & Gutter  | 4,466.000<br>LF                | _____.     | _____.     |
| 0020                 | 204.0155<br>Removing Concrete Sidewalk  | 2,414.000<br>SY                | _____.     | _____.     |
| 0022                 | 204.0170<br>Removing Fence  | 95.000<br>LF                   | _____.     | _____.     |
| 0024                 | 204.0195<br>Removing Concrete Bases   | 10.000<br>EACH                 | _____.     | _____.     |
| 0026                 | 204.0210<br>Removing Manholes   | 9.000<br>EACH                  | _____.     | _____.     |
| 0028                 | 204.0215<br>Removing Catch Basins   | 5.000<br>EACH                  | _____.     | _____.     |
| 0030                 | 204.0220<br>Removing Inlets   | 10.000<br>EACH                 | _____.     | _____.     |
| 0032                 | 204.0245<br>Removing Storm Sewer (size) 01. 8-Inch                                    | 240.000<br>LF                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0034                 | 204.0245<br>Removing Storm Sewer (size) 02. 12-Inch                            | 86.000<br>LF                   | _____.     | _____.     |
| 0036                 | 204.0245<br>Removing Storm Sewer (size) 03. 15-Inch                            | 42.000<br>LF                   | _____.     | _____.     |
| 0038                 | 204.0245<br>Removing Storm Sewer (size) 04. 18-Inch                            | 774.000<br>LF                  | _____.     | _____.     |
| 0040                 | 204.0245<br>Removing Storm Sewer (size) 05. 24-Inch                            | 118.000<br>LF                  | _____.     | _____.     |
| 0042                 | 204.0291.S<br>Abandoning Sewer   | 150.000<br>CY                  | _____.     | _____.     |
| 0044                 | 204.9090.S<br>Removing (item description) 01. Retaining Wall R-2-12            | 273.000<br>LF                  | _____.     | _____.     |
| 0046                 | 205.0100<br>Excavation Common  | 14,595.000<br>CY               | _____.     | _____.     |
| 0048                 | 205.0501.S<br>Excavation, Hauling, and Disposal of Petroleum Contaminated Soil | 240.000<br>TON                 | _____.     | _____.     |
| 0050                 | 206.1001<br>Excavation for Structures Bridges (structure) 01. B-2-74           | 1.000<br>EACH                  | _____.     | _____.     |
| 0052                 | 206.3001<br>Excavation for Structures Retaining Walls (structure) 01. R-2-15   | 1.000<br>EACH                  | _____.     | _____.     |
| 0054                 | 206.5001<br>Cofferdams (structure) 01. B-2-74                                  | 1.000<br>EACH                  | _____.     | _____.     |
| 0056                 | 210.1500<br>Backfill Structure Type A  | 1,960.000<br>TON               | _____.     | _____.     |
| 0058                 | 211.0101<br>Prepare Foundation for Asphaltic Paving (project) 01. 1610-00-76   | 1.000<br>EACH                  | _____.     | _____.     |
| 0060                 | 213.0100<br>Finishing Roadway (project) 01. 1610-00-76                         | 1.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

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 Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0062                 | 305.0110<br>Base Aggregate Dense 3/4-Inch                   | 1,495.000<br>TON               | _____.     | _____.     |
| 0064                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                 | 15,745.000<br>TON              | _____.     | _____.     |
| 0066                 | 305.0500<br>Shaping Shoulders                               | 181.000<br>STA                 | _____.     | _____.     |
| 0068                 | 350.0145<br>Subbase 12-Inch                                 | 14,981.000<br>SY               | _____.     | _____.     |
| 0070                 | 415.0410<br>Concrete Pavement Approach Slab                 | 80.000<br>SY                   | _____.     | _____.     |
| 0072                 | 416.0160<br>Concrete Driveway 6-Inch                        | 524.000<br>SY                  | _____.     | _____.     |
| 0074                 | 450.4000<br>HMA Cold Weather Paving                         | 1,392.000<br>TON               | _____.     | _____.     |
| 0076                 | 455.0605<br>Tack Coat                                       | 3,641.000<br>GAL               | _____.     | _____.     |
| 0078                 | 460.2000<br>Incentive Density HMA Pavement                  | 9,598.000<br>DOL               | 1.00000    | 9,598.00   |
| 0080                 | 460.6243<br>HMA Pavement 3 MT 58-34 S                       | 2,800.000<br>TON               | _____.     | _____.     |
| 0082                 | 460.6645<br>HMA Pavement 5 MT 58-34 V                       | 10,786.000<br>TON              | _____.     | _____.     |
| 0084                 | 465.0105<br>Asphaltic Surface                               | 1,670.000<br>TON               | _____.     | _____.     |
| 0086                 | 465.0120<br>Asphaltic Surface Driveways and Field Entrances | 86.000<br>TON                  | _____.     | _____.     |
| 0088                 | 465.0125<br>Asphaltic Surface Temporary                     | 200.000<br>TON                 | _____.     | _____.     |
| 0090                 | 465.0315<br>Asphaltic Flumes                                | 12.000<br>SY                   | _____.     | _____.     |
| 0092                 | 465.0425<br>Asphaltic Shoulder Rumble Strips 2-Lane Rural   | 22,310.000<br>LF               | _____.     | _____.     |



## Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0094                 | 465.0475<br>Asphalt Centerline Rumble Strips 2-Lane Rural               | 11,155.000<br>LF               | _____.     | _____.     |
| 0096                 | 502.0100<br>Concrete Masonry Bridges                                    | 485.000<br>CY                  | _____.     | _____.     |
| 0098                 | 502.3200<br>Protective Surface Treatment                                | 440.000<br>SY                  | _____.     | _____.     |
| 0100                 | 502.3210<br>Pigmented Surface Sealer                                    | 72.000<br>SY                   | _____.     | _____.     |
| 0102                 | 502.9000.S<br>Underwater Substructure Inspection (structure) 01. B-2-74 | 1.000<br>EACH                  | _____.     | _____.     |
| 0104                 | 504.0500<br>Concrete Masonry Retaining Walls                            | 182.000<br>CY                  | _____.     | _____.     |
| 0106                 | 505.0400<br>Bar Steel Reinforcement HS Structures                       | 19,530.000<br>LB               | _____.     | _____.     |
| 0108                 | 505.0600<br>Bar Steel Reinforcement HS Coated Structures                | 57,870.000<br>LB               | _____.     | _____.     |
| 0110                 | 511.1200<br>Temporary Shoring (structure) 01. R-2-15                    | 3,025.000<br>SF                | _____.     | _____.     |
| 0112                 | 513.2001<br>Railing Pipe  | 5.000<br>LF                    | _____.     | _____.     |
| 0114                 | 513.7016<br>Railing Steel Type C3                                       | 205.000<br>LF                  | _____.     | _____.     |
| 0116                 | 516.0500<br>Rubberized Membrane Waterproofing                           | 28.000<br>SY                   | _____.     | _____.     |
| 0118                 | 517.1015.S<br>Concrete Staining Multi-Color (structure) 01. R-2-15      | 1,400.000<br>SF                | _____.     | _____.     |
| 0120                 | 517.1050.S<br>Architectural Surface Treatment (structure) 01. R-2-15    | 1,400.000<br>SF                | _____.     | _____.     |
| 0122                 | 520.1018<br>Apron Endwalls for Culvert Pipe 18-Inch                     | 2.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0124                 | 520.3324<br>Culvert Pipe Class III-A 24-Inch                            | 46.000<br>LF                   | _____.     | _____.     |
| 0126                 | 520.3330<br>Culvert Pipe Class III-A 30-Inch                            | 84.000<br>LF                   | _____.     | _____.     |
| 0128                 | 521.1024<br>Apron Endwalls for Culvert Pipe Steel 24-Inch               | 2.000<br>EACH                  | _____.     | _____.     |
| 0130                 | 521.1030<br>Apron Endwalls for Culvert Pipe Steel 30-Inch               | 4.000<br>EACH                  | _____.     | _____.     |
| 0132                 | 522.1024<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 2.000<br>EACH                  | _____.     | _____.     |
| 0134                 | 550.0500<br>Pile Points   | 29.000<br>EACH                 | _____.     | _____.     |
| 0136                 | 550.1100<br>Piling Steel HP 10-Inch X 42 Lb                             | 1,060.000<br>LF                | _____.     | _____.     |
| 0138                 | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D                       | 6,592.000<br>LF                | _____.     | _____.     |
| 0140                 | 601.0557<br>Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D         | 59.000<br>LF                   | _____.     | _____.     |
| 0142                 | 601.0600<br>Concrete Curb Pedestrian                                    | 33.000<br>LF                   | _____.     | _____.     |
| 0144                 | 602.0405<br>Concrete Sidewalk 4-Inch                                    | 26,190.000<br>SF               | _____.     | _____.     |
| 0146                 | 602.0505<br>Curb Ramp Detectable Warning Field Yellow                   | 370.000<br>SF                  | _____.     | _____.     |
| 0148                 | 602.1500<br>Concrete Steps  | 38.000<br>SF                   | _____.     | _____.     |
| 0150                 | 606.0100<br>Riprap Light  | 256.000<br>CY                  | _____.     | _____.     |
| 0152                 | 606.0300<br>Riprap Heavy  | 200.000<br>CY                  | _____.     | _____.     |



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0154                 | 608.0324<br>Storm Sewer Pipe Reinforced Concrete Class III 24-Inch                            | 1,864.000<br>LF                | _____.     | _____.     |
| 0156                 | 608.0412<br>Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch                             | 116.000<br>LF                  | _____.     | _____.     |
| 0158                 | 608.0415<br>Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch                             | 32.000<br>LF                   | _____.     | _____.     |
| 0160                 | 608.0418<br>Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch                             | 43.000<br>LF                   | _____.     | _____.     |
| 0162                 | 608.2419<br>Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch | 81.000<br>LF                   | _____.     | _____.     |
| 0164                 | 608.3012<br>Storm Sewer Pipe Class III-A 12-Inch  | 486.000<br>LF                  | _____.     | _____.     |
| 0166                 | 608.3015<br>Storm Sewer Pipe Class III-A 15-Inch  | 47.000<br>LF                   | _____.     | _____.     |
| 0168                 | 608.3018<br>Storm Sewer Pipe Class III-A 18-Inch  | 251.000<br>LF                  | _____.     | _____.     |
| 0170                 | 611.0530<br>Manhole Covers Type J   | 7.000<br>EACH                  | _____.     | _____.     |
| 0172                 | 611.0624<br>Inlet Covers Type H   | 33.000<br>EACH                 | _____.     | _____.     |
| 0174                 | 611.0627<br>Inlet Covers Type HM  | 1.000<br>EACH                  | _____.     | _____.     |
| 0176                 | 611.1004<br>Catch Basins 4-FT Diameter  | 14.000<br>EACH                 | _____.     | _____.     |
| 0178                 | 611.1005<br>Catch Basins 5-FT Diameter  | 3.000<br>EACH                  | _____.     | _____.     |
| 0180                 | 611.1230<br>Catch Basins 2x3-FT   | 17.000<br>EACH                 | _____.     | _____.     |
| 0182                 | 611.2004<br>Manholes 4-FT Diameter  | 5.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
 Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0184                 | 611.2005<br>Manholes 5-FT Diameter   | 1.000<br>EACH                  | _____.     | _____.     |
| 0186                 | 611.2007<br>Manholes 7-FT Diameter   | 1.000<br>EACH                  | _____.     | _____.     |
| 0188                 | 611.8120.S<br>Cover Plates Temporary   | 2.000<br>EACH                  | _____.     | _____.     |
| 0190                 | 612.0406<br>Pipe Underdrain Wrapped 6-Inch                                   | 545.000<br>LF                  | _____.     | _____.     |
| 0192                 | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 01. 1610-00-76 | 1.000<br>EACH                  | _____.     | _____.     |
| 0194                 | 619.1000<br>Mobilization   | 1.000<br>EACH                  | _____.     | _____.     |
| 0196                 | 624.0100<br>Water  | 370.000<br>MGAL                | _____.     | _____.     |
| 0198                 | 625.0100<br>Topsoil  | 6,730.000<br>SY                | _____.     | _____.     |
| 0200                 | 625.0500<br>Salvaged Topsoil   | 1,720.000<br>SY                | _____.     | _____.     |
| 0202                 | 627.0200<br>Mulching   | 4,496.000<br>SY                | _____.     | _____.     |
| 0204                 | 628.1504<br>Silt Fence   | 375.000<br>LF                  | _____.     | _____.     |
| 0206                 | 628.1520<br>Silt Fence Maintenance   | 375.000<br>LF                  | _____.     | _____.     |
| 0208                 | 628.1905<br>Mobilizations Erosion Control                                    | 5.000<br>EACH                  | _____.     | _____.     |
| 0210                 | 628.1910<br>Mobilizations Emergency Erosion Control                          | 5.000<br>EACH                  | _____.     | _____.     |
| 0212                 | 628.2006<br>Erosion Mat Urban Class I Type A                                 | 3,290.000<br>SY                | _____.     | _____.     |
| 0214                 | 628.2023<br>Erosion Mat Class II Type B                                      | 1,795.000<br>SY                | _____.     | _____.     |





Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description                     | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0216                 | 628.6005<br>Turbidity Barriers          | 213.000<br>SY                  | _____.     | _____.     |
| 0218                 | 628.7005<br>Inlet Protection Type A     | 49.000<br>EACH                 | _____.     | _____.     |
| 0220                 | 628.7015<br>Inlet Protection Type C     | 41.000<br>EACH                 | _____.     | _____.     |
| 0222                 | 628.7504<br>Temporary Ditch Checks      | 158.000<br>LF                  | _____.     | _____.     |
| 0224                 | 628.7555<br>Culvert Pipe Checks         | 20.000<br>EACH                 | _____.     | _____.     |
| 0226                 | 629.0205<br>Fertilizer Type A           | 1.800<br>CWT                   | _____.     | _____.     |
| 0228                 | 629.0210<br>Fertilizer Type B           | 5.000<br>CWT                   | _____.     | _____.     |
| 0230                 | 630.0140<br>Seeding Mixture No. 40      | 171.000<br>LB                  | _____.     | _____.     |
| 0232                 | 630.0200<br>Seeding Temporary           | 32.000<br>LB                   | _____.     | _____.     |
| 0234                 | 630.0500<br>Seed Water                  | 150.000<br>MGAL                | _____.     | _____.     |
| 0236                 | 634.0614<br>Posts Wood 4x6-Inch X 14-FT | 31.000<br>EACH                 | _____.     | _____.     |
| 0238                 | 634.0616<br>Posts Wood 4x6-Inch X 16-FT | 32.000<br>EACH                 | _____.     | _____.     |
| 0240                 | 634.0618<br>Posts Wood 4x6-Inch X 18-FT | 9.000<br>EACH                  | _____.     | _____.     |
| 0242                 | 637.2210<br>Signs Type II Reflective H  | 306.400<br>SF                  | _____.     | _____.     |
| 0244                 | 637.2220<br>Signs Type II Reflective SH | 13.250<br>SF                   | _____.     | _____.     |
| 0246                 | 637.2230<br>Signs Type II Reflective F  | 121.210<br>SF                  | _____.     | _____.     |
| 0248                 | 638.2602<br>Removing Signs Type II      | 65.000<br>EACH                 | _____.     | _____.     |



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description                                       | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0250                 | 638.3000<br>Removing Small Sign Supports                  | 68.000<br>EACH                 | _____.     | _____.     |
| 0252                 | 642.5001<br>Field Office Type B                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0254                 | 643.0300<br>Traffic Control Drums                         | 13,110.000<br>DAY              | _____.     | _____.     |
| 0256                 | 643.0420<br>Traffic Control Barricades Type III           | 6,210.000<br>DAY               | _____.     | _____.     |
| 0258                 | 643.0705<br>Traffic Control Warning Lights Type A         | 8,160.000<br>DAY               | _____.     | _____.     |
| 0260                 | 643.0715<br>Traffic Control Warning Lights Type C         | 2,280.000<br>DAY               | _____.     | _____.     |
| 0262                 | 643.0900<br>Traffic Control Signs                         | 29,490.000<br>DAY              | _____.     | _____.     |
| 0264                 | 643.0920<br>Traffic Control Covering Signs Type II        | 8.000<br>EACH                  | _____.     | _____.     |
| 0266                 | 643.1000<br>Traffic Control Signs Fixed Message           | 240.000<br>SF                  | _____.     | _____.     |
| 0268                 | 643.3120<br>Temporary Marking Line Epoxy 4-Inch           | 974.000<br>LF                  | _____.     | _____.     |
| 0270                 | 643.3150<br>Temporary Marking Line Removable Tape 4-Inch  | 8,231.000<br>LF                | _____.     | _____.     |
| 0272                 | 643.5000<br>Traffic Control                               | 1.000<br>EACH                  | _____.     | _____.     |
| 0274                 | 644.1440<br>Temporary Pedestrian Surface Matting          | 1,152.000<br>SF                | _____.     | _____.     |
| 0276                 | 644.1601<br>Temporary Pedestrian Curb Ramp                | 1,080.000<br>DAY               | _____.     | _____.     |
| 0278                 | 644.1605<br>Temporary Pedestrian Detectable Warning Field | 288.000<br>SF                  | _____.     | _____.     |
| 0280                 | 645.0111<br>Geotextile Type DF Schedule A                 | 140.000<br>SY                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0282                 | 645.0120<br>Geotextile Type HR                             | 370.000<br>SY                  | _____.     | _____.     |
| 0284                 | 645.0130<br>Geotextile Type R                              | 367.000<br>SY                  | _____.     | _____.     |
| 0286                 | 646.1020<br>Marking Line Epoxy 4-Inch                      | 8,861.000<br>LF                | _____.     | _____.     |
| 0288                 | 646.1040<br>Marking Line Grooved Wet Ref Epoxy 4-Inch      | 23,144.000<br>LF               | _____.     | _____.     |
| 0290                 | 646.3020<br>Marking Line Epoxy 8-Inch                      | 350.000<br>LF                  | _____.     | _____.     |
| 0292                 | 646.4520<br>Marking Line Same Day Epoxy 4-Inch             | 21,672.000<br>LF               | _____.     | _____.     |
| 0294                 | 646.5320<br>Marking Railroad Crossings Epoxy               | 3.000<br>EACH                  | _____.     | _____.     |
| 0296                 | 646.6120<br>Marking Stop Line Epoxy 18-Inch                | 43.000<br>LF                   | _____.     | _____.     |
| 0298                 | 646.7020<br>Marking Diagonal Epoxy 6-Inch                  | 122.000<br>LF                  | _____.     | _____.     |
| 0300                 | 646.7120<br>Marking Diagonal Epoxy 12-Inch                 | 68.000<br>LF                   | _____.     | _____.     |
| 0302                 | 646.7420<br>Marking Crosswalk Epoxy Transverse Line 6-Inch | 646.000<br>LF                  | _____.     | _____.     |
| 0304                 | 646.7520<br>Marking Crosswalk Epoxy Block Style 24-Inch    | 291.000<br>LF                  | _____.     | _____.     |
| 0306                 | 646.8120<br>Marking Curb Epoxy                             | 10.000<br>LF                   | _____.     | _____.     |
| 0308                 | 646.8220<br>Marking Island Nose Epoxy                      | 1.000<br>EACH                  | _____.     | _____.     |
| 0310                 | 646.9000<br>Marking Removal Line 4-Inch                    | 1,150.000<br>LF                | _____.     | _____.     |
| 0312                 | 650.4000<br>Construction Staking Storm Sewer               | 46.000<br>EACH                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0314                 | 650.4500<br>Construction Staking Subgrade  | 2,866.000<br>LF                | _____.     | _____.     |
| 0316                 | 650.5000<br>Construction Staking Base  | 2,866.000<br>LF                | _____.     | _____.     |
| 0318                 | 650.5500<br>Construction Staking Curb Gutter and Curb & Gutter                     | 5,536.000<br>LF                | _____.     | _____.     |
| 0320                 | 650.6501<br>Construction Staking Structure Layout (structure) 01. B-2-74           | 1.000<br>EACH                  | _____.     | _____.     |
| 0322                 | 650.6501<br>Construction Staking Structure Layout (structure) 01. R-2-15           | 1.000<br>EACH                  | _____.     | _____.     |
| 0324                 | 650.8000<br>Construction Staking Resurfacing Reference                             | 18,057.000<br>LF               | _____.     | _____.     |
| 0326                 | 650.8501<br>Construction Staking Electrical Installations (project) 01. 1610-00-76 | 2.000<br>EACH                  | _____.     | _____.     |
| 0328                 | 650.9000<br>Construction Staking Curb Ramps  | 35.000<br>EACH                 | _____.     | _____.     |
| 0330                 | 650.9500<br>Construction Staking Sidewalk (project) 01. 1610-00-76                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0332                 | 650.9911<br>Construction Staking Supplemental Control (project) 01. 1610-00-76     | 1.000<br>EACH                  | _____.     | _____.     |
| 0334                 | 650.9920<br>Construction Staking Slope Stakes                                      | 1,898.000<br>LF                | _____.     | _____.     |
| 0336                 | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40 2-Inch                           | 4,219.000<br>LF                | _____.     | _____.     |
| 0338                 | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40 3-Inch                           | 33.000<br>LF                   | _____.     | _____.     |
| 0340                 | 653.0164<br>Pull Boxes Non-Conductive 24x42-Inch                                   | 23.000<br>EACH                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0342                 | 654.0105<br>Concrete Bases Type 5  | 10.000<br>EACH                 | _____.     | _____.     |
| 0344                 | 654.0224<br>Concrete Control Cabinet Bases Type L24                              | 1.000<br>EACH                  | _____.     | _____.     |
| 0346                 | 654.0230<br>Concrete Control Cabinet Bases Type L30                              | 1.000<br>EACH                  | _____.     | _____.     |
| 0348                 | 655.0610<br>Electrical Wire Lighting 12 AWG                                      | 3,330.000<br>LF                | _____.     | _____.     |
| 0350                 | 655.0615<br>Electrical Wire Lighting 10 AWG                                      | 810.000<br>LF                  | _____.     | _____.     |
| 0352                 | 655.0620<br>Electrical Wire Lighting 8 AWG                                       | 15,972.000<br>LF               | _____.     | _____.     |
| 0354                 | 655.0625<br>Electrical Wire Lighting 6 AWG                                       | 3,262.000<br>LF                | _____.     | _____.     |
| 0356                 | 655.0630<br>Electrical Wire Lighting 4 AWG                                       | 854.000<br>LF                  | _____.     | _____.     |
| 0358                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 01. STA 1022+49 | 1.000<br>EACH                  | _____.     | _____.     |
| 0360                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 02. STA 1002+45 | 1.000<br>EACH                  | _____.     | _____.     |
| 0362                 | 657.0255<br>Transformer Bases Breakaway 11 1/2-Inch Bolt Circle                  | 10.000<br>EACH                 | _____.     | _____.     |
| 0364                 | 657.0322<br>Poles Type 5-Aluminum  | 10.000<br>EACH                 | _____.     | _____.     |
| 0366                 | 657.0615<br>Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT                   | 10.000<br>EACH                 | _____.     | _____.     |
| 0368                 | 659.1125<br>Luminaires Utility LED C   | 10.000<br>EACH                 | _____.     | _____.     |
| 0370                 | 659.2124<br>Lighting Control Cabinets 120/240 24-Inch                            | 1.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0372                 | 659.2130<br>Lighting Control Cabinets 120/240 30-Inch                                | 1.000<br>EACH                  | _____.     | _____.     |
| 0374                 | 690.0150<br>Sawing Asphalt   | 4,475.000<br>LF                | _____.     | _____.     |
| 0376                 | 690.0250<br>Sawing Concrete  | 645.000<br>LF                  | _____.     | _____.     |
| 0378                 | 715.0502<br>Incentive Strength Concrete Structures                                   | 4,002.000<br>DOL               | 1.00000    | 4,002.00   |
| 0380                 | 740.0440<br>Incentive IRI Ride   | 11,840.000<br>DOL              | 1.00000    | 11,840.00  |
| 0382                 | 999.1001.S<br>Seismograph 01. 1610-00-76   | 1.000<br>EACH                  | _____.     | _____.     |
| 0384                 | 999.1501.S<br>Crack and Damage Survey 01. 1610-00-76                                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0386                 | 999.2000.S<br>Installing and Maintaining Bird Deterrent System (station) 01. 1010+00 | 1.000<br>EACH                  | _____.     | _____.     |
| 0388                 | 999.2005.S<br>Maintaining Bird Deterrent System (station) 01. 1010+00                | 1.000<br>EACH                  | _____.     | _____.     |
| 0390                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                              | 2,400.000<br>HRS               | 5.00000    | 12,000.00  |
| 0392                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                                | 2,000.000<br>HRS               | 5.00000    | 10,000.00  |
| 0394                 | SPV.0060<br>Special 01. Abandon Existing Water Main                                  | 17.000<br>EACH                 | _____.     | _____.     |
| 0396                 | SPV.0060<br>Special 02. Salvage Existing Hydrant                                     | 6.000<br>EACH                  | _____.     | _____.     |
| 0398                 | SPV.0060<br>Special 05. Abandon Existing Valve                                       | 7.000<br>EACH                  | _____.     | _____.     |
| 0400                 | SPV.0060<br>Special 06. Gate Valve and Box 6-Inch                                    | 22.000<br>EACH                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0402                 | SPV.0060<br>Special 07. Gate Valve and Box 8-Inch                 | 3.000<br>EACH                  | _____.     | _____.     |
| 0404                 | SPV.0060<br>Special 08. Gate Valve and Box 12-Inch                | 15.000<br>EACH                 | _____.     | _____.     |
| 0406                 | SPV.0060<br>Special 09. Hydrant                                   | 10.000<br>EACH                 | _____.     | _____.     |
| 0408                 | SPV.0060<br>Special 10. Connect To Existing Water Main            | 12.000<br>EACH                 | _____.     | _____.     |
| 0410                 | SPV.0060<br>Special 11. Corp Stop Curb Stop and Box 1-Inch        | 45.000<br>EACH                 | _____.     | _____.     |
| 0412                 | SPV.0060<br>Special 13. Construction Staking Water Main Structure | 95.000<br>EACH                 | _____.     | _____.     |
| 0414                 | SPV.0060<br>Special 15. Connect to Existing Sanitary              | 12.000<br>EACH                 | _____.     | _____.     |
| 0416                 | SPV.0060<br>Special 16. Sanitary Manole Covers Type J-S           | 9.000<br>EACH                  | _____.     | _____.     |
| 0418                 | SPV.0060<br>Special 17. Wye 8x6-Inch                              | 13.000<br>EACH                 | _____.     | _____.     |
| 0420                 | SPV.0060<br>Special 19. Tracer Wire Access Box                    | 13.000<br>EACH                 | _____.     | _____.     |
| 0422                 | SPV.0060<br>Special 20. Construction Staking Sanitary Structure   | 9.000<br>EACH                  | _____.     | _____.     |
| 0424                 | SPV.0060<br>Special 21. Temporary Water Service                   | 1.000<br>EACH                  | _____.     | _____.     |
| 0426                 | SPV.0060<br>Special 22. Water Valve Manhole                       | 1.000<br>EACH                  | _____.     | _____.     |
| 0428                 | SPV.0060<br>Special 23. Temporary CDBG Project Sign               | 1.000<br>EACH                  | _____.     | _____.     |
| 0430                 | SPV.0060<br>Special 30. Decorative Lighting Unit                  | 3.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0432                 | SPV.0060<br>Special 31. Salvage and Reinstall Decorative Lighting Unit | 11.000<br>EACH                 | _____.     | _____.     |
| 0434                 | SPV.0060<br>Special 32. Concrete Bases Type 5 - Dec                    | 14.000<br>EACH                 | _____.     | _____.     |
| 0436                 | SPV.0090<br>Special 01. Water Main PVC 6-Inch                          | 754.000<br>LF                  | _____.     | _____.     |
| 0438                 | SPV.0090<br>Special 02. Water Main PVC 8-Inch                          | 473.000<br>LF                  | _____.     | _____.     |
| 0440                 | SPV.0090<br>Special 03. Water Main PVC 12-Inch                         | 2,992.000<br>LF                | _____.     | _____.     |
| 0442                 | SPV.0090<br>Special 04. Water Main Directionally Drilled 12-Inch       | 167.000<br>LF                  | _____.     | _____.     |
| 0444                 | SPV.0090<br>Special 07. Water Service Bored PE 1-Inch                  | 221.000<br>LF                  | _____.     | _____.     |
| 0446                 | SPV.0090<br>Special 09. Water Service PE 1-Inch                        | 721.000<br>LF                  | _____.     | _____.     |
| 0448                 | SPV.0090<br>Special 10. Construction Staking Water Main Pipe           | 4,386.000<br>LF                | _____.     | _____.     |
| 0450                 | SPV.0090<br>Special 11. Sanitary Sewer PVC 8-Inch                      | 1,887.000<br>LF                | _____.     | _____.     |
| 0452                 | SPV.0090<br>Special 13. Sanitary Sewer PVC 12-Inch                     | 174.000<br>LF                  | _____.     | _____.     |
| 0454                 | SPV.0090<br>Special 14. Sanitary Sewer Lateral PVC 6-Inch              | 310.000<br>LF                  | _____.     | _____.     |
| 0456                 | SPV.0090<br>Special 16. Sanitary Sewer Televising                      | 2,061.000<br>LF                | _____.     | _____.     |
| 0458                 | SPV.0090<br>Special 17. Construction Staking Sanitary Pipe             | 2,061.000<br>LF                | _____.     | _____.     |
| 0460                 | SPV.0090<br>Special 18. 22-Inch Steel Casing Pipe                      | 96.000<br>LF                   | _____.     | _____.     |





Proposal Schedule of Items

Proposal ID: 20230110034 Project(s): 1610-00-76, 1610-00-78, 1610-00-86  
Federal ID(s): WISC 2023169, WISC 2023170, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0462                 | SPV.0090<br>Special 25. Fence Chain Link Polymer-Coated 4-Ft. R-2-15    | 284.000<br>LF                  | _____.     | _____.     |
| 0464                 | SPV.0090<br>Special 26. Clean & Seal Retaining Wall Structure R-02-0013 | 138.000<br>LF                  | _____.     | _____.     |
| 0466                 | SPV.0090<br>Special 27. 40-Inch Steel Casing Pipe                       | 110.000<br>LF                  | _____.     | _____.     |
| 0468                 | SPV.0200<br>Special 01. Sanitary Manhole 4-Foot                         | 74.300<br>VF                   | _____.     | _____.     |
| Section: 0001        |   |                                | Total:     | _____.     |
|                      |   |                                | Total Bid: | _____.     |

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

---

January 4, 2023

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> 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 10, 2023**

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 02 – 23, 26 – 29, 31 – 34, 36, and 39 – 44; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 15 and 34. These wage rates are effective for all proposals they are included in in the January 10, 2023, letting. The updated wage rates are dated December 16, 2022, and are effective on or after December 26, 2022.

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: WI20220010 12/16/2022

Superseded General Decision Number: WI20210010

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)(2)-(60).

|  |   |
|--|---|
| <p>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:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li> </ul>  |
| <p>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:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 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 2022.</li> </ul> |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number      Publication Date  
 0                              01/07/2022

- 1 01/21/2022
- 2 02/04/2022
- 3 02/25/2022
- 4 03/11/2022
- 5 03/18/2022
- 6 04/29/2022
- 7 05/13/2022
- 8 06/17/2022
- 9 07/08/2022
- 10 07/22/2022
- 11 07/29/2022
- 12 08/12/2022
- 13 09/16/2022
- 14 10/14/2022
- 15 12/16/2022

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 36.81 | 25.17   |

-----  
BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 44.35 | 23.89   |

-----  
BRWI0002-005 06/01/2021

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... | \$ 37.73 | 24.15   |

-----  
BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

-----  
BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 41.30 | 26.03   |

BRWI0006-002 06/01/2021

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.78 | 24.20   |

-----  
BRWI0007-002 06/01/2021

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.38 | 25.31   |

-----  
BRWI0008-002 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 42.38 | 24.64   |

-----  
BRWI0011-002 06/01/2021

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

-----  
BRWI0019-002 06/01/2021

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 36.31 | 25.67   |

-----  
BRWI0034-002 06/01/2021

COLUMBIA AND SAUK COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.53 | 25.16   |

-----  
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   |

-----  
CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON

COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 35.78 | 22.11   |

\* CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| Piledriver..... | \$ 37.37 | 25.96   |

\* CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| Piledriver..... | \$ 37.37 | 25.96   |

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 36.15 | 20.43   |

\* CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| Piledriver..... | \$ 37.37 | 25.96   |

\* CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| Piledriver..... | \$ 37.37 | 25.96   |

\* CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

Rates Fringes

|                 |          |       |
|-----------------|----------|-------|
| CARPENTER.....  | \$ 36.80 | 26.12 |
| PILEDRIVER..... | \$ 37.37 | 25.96 |

\* CARP1056-002 06/05/2022

Rates Fringes

|                 |          |       |
|-----------------|----------|-------|
| MILLWRIGHT..... | \$ 38.00 | 26.78 |
|-----------------|----------|-------|

\* CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

Rates Fringes

|                 |          |       |
|-----------------|----------|-------|
| CARPENTER.....  | \$ 36.80 | 26.12 |
| PILEDRIVER..... | \$ 37.37 | 25.96 |

\* CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

Rates Fringes

|                 |          |       |
|-----------------|----------|-------|
| CARPENTER.....  | \$ 36.80 | 26.12 |
| PILEDRIVER..... | \$ 37.37 | 25.96 |

\* CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

Rates Fringes

|                 |          |       |
|-----------------|----------|-------|
| CARPENTER.....  | \$ 36.80 | 26.12 |
| PILEDRIVER..... | \$ 37.37 | 25.96 |

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

|               |          |       |
|---------------|----------|-------|
| PILEDRIVERMAN |          |       |
| Zone A.....   | \$ 31.03 | 22.69 |
| Zone B.....   | \$ 31.03 | 22.69 |

ELEC0014-002 05/29/2022

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, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes



Electricians:.....\$ 38.49 22.09

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ELEC0014-007 05/29/2022

REMAINING COUNTIES

Rates Fringes

Teledata System Installer.....\$ 29.63 3%+16.18  
Installer/Technician.....\$ 28.50 15.92

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).

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ELEC0127-002 06/01/2021

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 43.16 30%+12.70

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ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 36.14 29.75%+10.26

-----  
ELEC0159-003 05/30/2021

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.....\$ 43.38 23.13

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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 05/30/2021

DOUGLAS COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 41.37 | 69.25%  |

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ELEC0388-002 05/30/2021

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:..... | \$ 36.22 | 26%+11.24 |

-----  
ELEC0430-002 06/01/2022

RACINE COUNTY (Except Burlington Township)

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 45.02 | 24.35   |

-----  
ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 44.39 | 25.67   |

-----  
ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 37.91 | 22.74   |

-----  
ELEC0494-013 06/01/2021

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 22.39 | 18.80   |
| Technician.....        | \$ 32.49 | 20.26   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, 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

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 ELEC0577-003 06/01/2021

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:..... | \$ 35.66 | 29.50%+10.00 |

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 ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|                    | Rates    | Fringes      |
|--------------------|----------|--------------|
| Electricians:..... | \$ 39.00 | 25.95%+11.17 |

-----  
 ELEC0953-001 06/02/2019

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Line Construction:                |          |         |
| (1) Lineman.....                  | \$ 47.53 | 21.43   |
| (2) Heavy Equipment Operator..... | \$ 42.78 | 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   |
| (6) Groundsman.....               | \$ 26.14 | 14.60   |

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 ENGI0139-005 06/01/2022

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 43.27 | 25.95   |
| Group 2.....             | \$ 42.77 | 25.95   |
| Group 3.....             | \$ 42.27 | 25.95   |

|              |          |       |
|--------------|----------|-------|
| Group 4..... | \$ 42.01 | 25.95 |
| Group 5..... | \$ 41.72 | 25.95 |
| Group 6..... | \$ 35.82 | 25.95 |

## 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; bituminous 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.

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IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.00 | 28.95   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 40.57 | 28.40   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

-----  
IRON0383-001 06/05/2022

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..... | \$ 39.00 | 28.58   |

-----  
IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.37 | 44.41   |

-----  
IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| IRONWORKER..... | \$ 41.00 | 33.11 |
|-----------------|----------|-------|

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 36.94 | 33.11   |

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LAB00113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 32.65 | 23.09   |
| Group 2..... | \$ 32.80 | 23.09   |
| Group 3..... | \$ 33.00 | 23.09   |
| Group 4..... | \$ 33.15 | 23.09   |
| Group 5..... | \$ 33.30 | 23.09   |
| Group 6..... | \$ 29.14 | 23.09   |

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 Sawyer 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

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LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 31.90 | 23.09   |
| Group 2..... | \$ 32.00 | 23.09   |
| Group 3..... | \$ 32.05 | 23.09   |
| Group 4..... | \$ 32.25 | 23.09   |
| Group 5..... | \$ 32.10 | 23.09   |
| Group 6..... | \$ 28.99 | 23.09   |

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 Sawyer 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

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LAB00113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 31.71 | 23.09   |
| Group 2..... | \$ 31.86 | 23.09   |
| Group 3..... | \$ 32.06 | 23.09   |
| Group 4..... | \$ 32.03 | 23.09   |
| Group 5..... | \$ 32.36 | 23.09   |
| Group 6..... | \$ 28.85 | 23.09   |

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 Sawyer 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

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LAB00140-002 06/01/2022

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, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 36.42 | 18.68   |
| Group 2..... | \$ 36.52 | 18.68   |
| Group 3..... | \$ 36.57 | 18.68   |
| Group 4..... | \$ 36.77 | 18.68   |
| Group 5..... | \$ 36.62 | 18.68   |
| Group 6..... | \$ 33.05 | 18.68   |

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; 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 Sawyer 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; Traffic Control

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LAB00464-003 06/01/2022

DANE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 36.70 | 18.68   |
| Group 2..... | \$ 36.80 | 18.68   |
| Group 3..... | \$ 36.85 | 18.68   |
| Group 4..... | \$ 37.05 | 18.68   |
| Group 5..... | \$ 36.90 | 18.68   |
| Group 6..... | \$ 33.05 | 18.68   |

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 Sawyer 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

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PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

Rates Fringes

Painters:

New:

Brush, Roller.....\$ 33.99 22.70  
Spray, Sandblast, Steel....\$ 34.59 22.70

Repaint:

Brush, Roller.....\$ 33.09 22.70  
Spray, Sandblast, Steel....\$ 32.49 22.70

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PAIN0108-002 06/01/2022

RACINE COUNTY

Rates Fringes

Painters:

Brush, Roller.....\$ 39.60 21.79  
Spray & Sandblast.....\$ 40.60 21.79

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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

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

Rates Fringes

PAINTER.....\$ 22.03 12.45

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PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

|                        |          |       |
|------------------------|----------|-------|
| Bridge.....            | \$ 38.15 | 24.80 |
| Brush.....             | \$ 37.40 | 24.80 |
| Spray & Sandblast..... | \$ 38.15 | 24.80 |

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PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

|            |          |       |
|------------|----------|-------|
| Brush..... | \$ 29.98 | 18.78 |
|------------|----------|-------|

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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\* PAIN0802-003 06/01/2022

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..... | \$ 34.68 | 18.94 |
|--------------|----------|-------|

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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

|                       |          |       |
|-----------------------|----------|-------|
| Brush.....            | \$ 36.70 | 24.69 |
| Spray.....            | \$ 37.70 | 24.69 |
| Structural Steel..... | \$ 36.85 | 24.69 |

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PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

|                |          |       |
|----------------|----------|-------|
| Painters:..... | \$ 26.71 | 14.38 |
|----------------|----------|-------|

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PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

|                   |          |       |
|-------------------|----------|-------|
| Area 1.....       | \$ 42.06 | 20.87 |
| Area 2 (BAC)..... | \$ 37.73 | 23.80 |
| Area 3.....       | \$ 38.74 | 22.46 |
| Area 4.....       | \$ 38.59 | 22.66 |
| Area 5.....       | \$ 38.16 | 22.98 |
| Area 6.....       | \$ 34.94 | 26.36 |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: 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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 32.57 | 23.81   |
| 3 or more Axles; Euclids,<br>Dumpton & Articulated,<br>Truck Mechanic..... | \$ 32.72 | 23.81   |
| -----  |          |         |
| WELL DRILLER.....  | \$ 16.52 | 3.70    |
| -----  |          |         |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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) (ii)).

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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.

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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.

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END OF GENERAL DECISIO"

"General Decision Number: WI20220008 12/16/2022

Superseded General Decision Number: WI20210008

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)(2)-(60).

|  |   |
|--|---|
| <p>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:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li> </ul>  |
| <p>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:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 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 2022.</li> </ul> |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/07/2022       |
| 1                   | 01/21/2022       |

|    |            |
|----|------------|
| 2  | 02/04/2022 |
| 3  | 02/25/2022 |
| 4  | 03/11/2022 |
| 5  | 03/18/2022 |
| 6  | 04/29/2022 |
| 7  | 06/17/2022 |
| 8  | 07/08/2022 |
| 9  | 07/15/2022 |
| 10 | 07/29/2022 |
| 11 | 08/05/2022 |
| 12 | 08/12/2022 |
| 13 | 09/16/2022 |
| 14 | 10/14/2022 |
| 15 | 12/16/2022 |

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 36.81 | 25.17   |

-----  
BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 44.35 | 23.89   |

-----  
BRWI0002-005 06/01/2021

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... | \$ 37.73 | 24.15   |

-----  
BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

-----  
BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 41.30 | 26.03   |

-----  
BRWI0006-002 06/01/2021



ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.78 | 24.20   |
| -----                   |          |         |
| BRWI0007-002 06/01/2021 |          |         |

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.38 | 25.31   |
| -----                   |          |         |
| BRWI0008-002 06/01/2021 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 42.38 | 24.64   |
| -----                   |          |         |
| BRWI0009-001 06/01/2021 |          |         |

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.03 | 24.95   |
| -----                   |          |         |
| BRWI0011-002 06/01/2021 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.03 | 24.95   |
| -----                   |          |         |
| BRWI0013-002 06/01/2021 |          |         |

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.53 | 25.16   |
| -----                   |          |         |
| BRWI0019-002 06/01/2021 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 36.31 | 25.67   |
| -----                   |          |         |
| BRWI0021-002 06/01/2021 |          |         |

DODGE AND JEFFERSON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.75 | 25.92   |
| -----                   |          |         |
| BRWI0034-002 06/01/2021 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.53 | 25.16   |
| -----                   |          |         |
| 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   |
| -----                          |          |         |
| CARP0264-003 06/01/2016        |          |         |

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| CARPENTER.....            | \$ 35.78 | 22.11   |
| -----                     |          |         |
| * CARP0310-002 06/05/2022 |          |         |

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| CARPENTER.....            | \$ 36.80 | 26.12   |
| Piledriver.....           | \$ 37.37 | 25.96   |
| -----                     |          |         |
| * CARP0314-001 06/05/2022 |          |         |

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 36.80 | 26.12   |
| Piledriver.....         | \$ 37.37 | 25.96   |
| -----                   |          |         |
| CARP0361-004 05/01/2018 |          |         |

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| CARPENTER.....            | \$ 36.15 | 20.43   |
| -----                     |          |         |
| * CARP0731-002 06/05/2022 |          |         |

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc

and Sheboygan

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| Piledriver..... | \$ 37.37 | 25.96   |

-----  
\* CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| Piledriver..... | \$ 37.37 | 25.96   |

-----  
\* CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| PILEDRIVER..... | \$ 37.37 | 25.96   |

-----  
\* CARP1056-002 06/05/2022

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 38.00 | 26.78   |

-----  
\* CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| PILEDRIVER..... | \$ 37.37 | 25.96   |

-----  
\* CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| PILEDRIVER..... | \$ 37.37 | 25.96   |

-----  
\* CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 36.80 | 26.12   |
| PILEDRIVER..... | \$ 37.37 | 25.96   |

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

|               | Rates    | Fringes |
|---------------|----------|---------|
| PILEDRIVERMAN |          |         |
| Zone A.....   | \$ 31.03 | 22.69   |
| Zone B.....   | \$ 31.03 | 22.69   |

-----  
CARP2337-003 06/01/2019

|             | Rates    | Fringes |
|-------------|----------|---------|
| MILLWRIGHT  |          |         |
| Zone A..... | \$ 33.58 | 21.53   |
| Zone B..... | \$ 33.58 | 21.53   |

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 05/29/2022

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, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 38.49 | 22.09   |

-----  
ELEC0127-002 06/01/2021

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 43.16 | 30%+12.70 |

-----  
ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

|                  | Rates    | Fringes      |
|------------------|----------|--------------|
| ELECTRICIAN..... | \$ 36.14 | 29.75%+10.26 |

-----  
ELEC0159-003 05/30/2021

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.....        | \$ 43.38 | 23.13   |
| -----                   |          |         |
| 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 05/30/2021    |          |         |

DOUGLAS COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 41.37 | 69.25%  |
| -----                   |          |         |
| ELEC0388-002 05/30/2021 |          |         |

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:.....      | \$ 36.22 | 26%+11.24 |
| -----                   |          |           |
| ELEC0430-002 06/01/2022 |          |           |

RACINE COUNTY (Except Burlington Township)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 45.02 | 24.35   |
| -----                   |          |         |
| ELEC0494-005 06/01/2021 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 44.39 | 25.67   |
| -----                   |          |         |
| ELEC0494-006 06/01/2021 |          |         |

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 37.91 | 22.74   |
| -----                   |          |         |
| ELEC0577-003 06/01/2021 |          |         |

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:.....      | \$ 35.66 | 29.50%+10.00 |
| -----                   |          |              |
| ELEC0890-003 06/01/2021 |          |              |

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|                         | Rates    | Fringes      |
|-------------------------|----------|--------------|
| Electricians:.....      | \$ 39.00 | 25.95%+11.17 |
| -----                   |          |              |
| ENGI0139-003 06/06/2022 |          |              |

REMAINING COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 45.22 | 24.85   |
| Group 2.....             | \$ 43.97 | 24.85   |
| Group 3.....             | \$ 41.57 | 24.85   |
| Group 4.....             | \$ 41.04 | 24.85   |
| Group 5.....             | \$ 38.97 | 24.85   |
| Group 6.....             | \$ 37.44 | 24.85   |

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 Sweepers; 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/Freeze 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

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 ENGI0139-007 06/05/2022

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 43.54 | 24.85   |
| Group 2.....             | \$ 42.76 | 24.85   |
| Group 3.....             | \$ 41.81 | 24.85   |
| Group 4.....             | \$ 40.76 | 24.85   |
| Group 5.....             | \$ 39.36 | 24.85   |

## 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 (145 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 and Winch 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).



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IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.00 | 28.95   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 40.57 | 28.40   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

-----  
IRON0383-001 06/05/2022

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..... | \$ 39.00 | 28.58   |

-----  
IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.37 | 44.41   |

-----  
IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.00 | 33.11   |

-----  
IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 36.94 | 33.11   |

-----  
LABO0113-004 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| Laborers: (Open Cut) |          |         |
| Group 1.....         | \$ 17.62 | 21.98   |
| Group 2.....         | \$ 19.89 | 21.98   |
| Group 3.....         | \$ 23.43 | 21.98   |
| Group 4.....         | \$ 32.80 | 21.98   |
| Group 5.....         | \$ 32.94 | 21.98   |
| Group 6.....         | \$ 33.00 | 21.98   |
| Group 7.....         | \$ 36.85 | 21.98   |
| Group 8.....         | \$ 39.67 | 21.98   |
| Group 9.....         | \$ 40.31 | 21.98   |

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

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LABO0113-005 06/06/2022

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| Group 1..... | \$ 24.29 | 21.98   |
| Group 2..... | \$ 30.22 | 21.98   |

|              |          |       |
|--------------|----------|-------|
| Group 3..... | \$ 34.42 | 21.98 |
| Group 4..... | \$ 36.19 | 21.98 |

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 Sawyer, 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

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LAB00113-008 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Laborers: (Tunnel-Free Air) |          |         |
| Group 1.....                | \$ 23.43 | 21.98   |
| Group 2.....                | \$ 32.94 | 21.98   |
| Group 3.....                | \$ 33.00 | 21.98   |
| Group 4.....                | \$ 36.98 | 21.98   |
| Group 5.....                | \$ 36.99 | 21.98   |
| Group 6.....                | \$ 39.67 | 21.98   |
| Group 7.....                | \$ 40.31 | 21.98   |

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

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\* LAB00113-009 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates Fringes

Laborers: (Tunnel -

\*COMPRESSED AIR 0 - 15 lbs.)

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 23.43 | 21.98 |
| Group 2..... | \$ 32.94 | 21.98 |
| Group 3..... | \$ 37.39 | 21.98 |
| Group 4..... | \$ 38.19 | 21.98 |
| Group 5..... | \$ 38.31 | 21.98 |
| Group 6..... | \$ 41.01 | 21.98 |
| Group 7..... | \$ 41.63 | 21.98 |

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 06/06/2022

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, 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, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER (SEWER & WATER)

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 31.48 | 18.68 |
| Group 2..... | \$ 33.33 | 18.68 |
| Group 3..... | \$ 33.53 | 18.68 |
| Group 4..... | \$ 34.28 | 18.68 |

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 Sawyer; 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

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LAB00464-002 06/06/2022

DANE AND DOUGLAS COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 31.38 | 18.68   |
| Group 2..... | \$ 33.58 | 18.68   |
| Group 3..... | \$ 33.78 | 18.68   |
| Group 4..... | \$ 34.53 | 18.68   |

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 Sawyer; 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

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LAB01091-010 06/06/2022

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Laborers: (SEWER & WATER) |          |         |
| Group 1.....              | \$ 31.17 | 18.68   |
| Group 2.....              | \$ 33.23 | 18.68   |
| Group 3.....              | \$ 33.43 | 18.68   |
| Group 4.....              | \$ 34.18 | 18.68   |

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 Sawyer; 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

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PLAS0599-010 06/01/2021

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| Area 1.....                    | \$ 42.06 | 20.87   |
| Area 2 (BAC).....              | \$ 37.73 | 23.80   |
| Area 3.....                    | \$ 38.74 | 22.46   |
| Area 4.....                    | \$ 38.59 | 22.66   |
| Area 5.....                    | \$ 38.16 | 22.98   |
| Area 6.....                    | \$ 34.94 | 26.36   |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: 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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

TRUCK DRIVER

|  |          |       |
|--|----------|-------|
| 1 & 2 Axles.....   | \$ 32.57 | 23.81 |
| 3 or more Axles; Euclids,<br>Dumpton & Articulated,<br>Truck Mechanic..... | \$ 32.72 | 23.81 |

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|                   |          |      |
|-------------------|----------|------|
| WELL DRILLER..... | \$ 16.52 | 3.70 |
|-------------------|----------|------|

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 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) (ii)).

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.

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#### 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.

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END OF GENERAL DECISIO"

